

**Commissioners Court -- MARCH 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. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on MARCH 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. Honor Diana Gil for 25 years of service to Hays County in the Tax Office. **SHELL/O'KANE**
2. Adopt a Proclamation recognizing the week of April 3, 2023, as National Public Health Week for Hays County. **INGALSBIE/T.CRUMLEY**
3. Adopt a Proclamation recognizing April 6, 2023 as Tejano Day. **BECERRA**
4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Tommy Dodd Memorial Buyers Group. **SMITH**

G.

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of February 28, 2023 and March 14, 2023. **BECERRA/CARDENAS**

5. Approve the payment of the March 31, 2023 payroll disbursements in an amount not to exceed \$4,500,000.00 effective March 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**
6. Authorize Building Maintenance to purchase and install two new Herman Miller cubicle spaces valued at \$13,354.01 for the Development Services Office. **INGALSBE/T.CRUMLEY**
7. Authorize Building Maintenance to replace the 12.5 ton HVAC rooftop unit #3 (RTU-3) at the Hays County Courthouse in the amount of \$29,476.64 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
8. Authorize the acceptance of a grant award to the Hays County Sheriff's Office from the NRA (National Rifle Association) in the amount of \$16,000.00 for training ammunition. **INGALSBE/T.CRUMLEY**
9. Approve the filing of Treasurer Daphne Tenorio's Continuing Education Certificates to include New Treasurers' Seminar, Open Meetings Act completion and Public Information Act completion. **BECERRA/TENORIO**
10. Approve and confirm the appointment of Jason Hatch, Shaun Booth, Erica Saenz, Tyvester Neal, Alberto Rodriguez, Frank Rodriguez, Teddy Grabarkewitz as regular full-time Deputy Constable's in the Hays County Constable Precinct 1 Office. **INGALSBE/PETERSON**
11. Authorize the execution of the Dripping Springs Space Needs Assessment Phase 1 Additional Services agreement between Hays County and HDR Architectural Inc. in the amount of \$6,500.00 related to a long-term space needs assessment for the Precinct 4 offices that was originally executed on or about August 2, 2022 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**
12. Authorize the County Judge to support the Department of Sociology at Texas State University with their mental health dashboard focus groups by using \$300.00 of the County Judge's budgeted Community Program funds and approve disbursement of funds. **BECERRA**
13. Authorize the execution of a no-cost extension to the Department of State Health Services, COVID-19 Health Disparities Grant contract. **INGALSBE/T.CRUMLEY**
14. Authorize the Transportation Department to purchase one new vehicle error code scanner from Snap-On Industrial in the amount of \$2,859.16 and amend the budget accordingly. **SHELL/BORCHERDING**
15. Authorize the Veteran's Administration Office to utilize grant funds from the Texas Veteran's Commission to establish a Food Voucher Service and Vehicle Gasoline Program as authorized through the granting agency. **INGALSBE/PRATHER**
16. Ratify the submission of grant application to the Walmart Community Foundation for the Hays County Unmanned Robotics Team in the amount of \$5,000.00. **INGALSBE/T.CRUMLEY**
17. Approve and confirm the appointment of Ebran M. Wenzel as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office. **COHEN/TORRES**
18. Approve Utility Permits. **SMITH/BORCHERDING**
19. Authorize the Jail to use existing funds for repairs to the thermaduct system valued at \$25,595.58 and amend the budget accordingly. **COHEN/CUTLER**
20. Approve the appointments of Kasey Studdard and Billy Foulds to the Hays County Development District #1, terms ending September 2026. **SMITH**
21. Approve the renewal of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, Inc. and Colorado Materials, Ltd. **BECERRA/BORCHERDING**
22. Approve specifications for IFB 2023-B14 Courthouse Grounds Renovation and authorize Purchasing to solicit for bids and advertise. **INGALSBE**

23. Authorize the execution of a resolution and associated documents related to the General Land Office (GLO), Local Hazard Mitigation Plan Program (LHMP). **BECERRA/T.CRUMLEY**
24. Authorize the submission of a grant application to the Department of Justice for the Justice and Mental Health Collaboration Program in the amount of \$550,000.00 with a County cash match of \$155,000.00. **SHELL/T.CRUMLEY**
25. Amend the Justice of the Peace Technology Fund for the JP Precinct 2 Office for continuing education related to the annual Tyler Technology conference held in San Antonio in May 2023. **COHEN/B.SMITH**
26. Authorize the Sheriff's Office to accept a donation of \$25,000 from Peter & Jill Attia for the Fentanyl Outreach Program and amend the budget accordingly. **SHELL/CUTLER**
27. Approve out-of-state travel for Deputy Anthony Hipolito and Deputy Mark Andrews to Arkansas City, Kansas beginning April 10-April 12, 2023, to conduct a fentanyl presentation for Arkansas City High School and citizens of the community. **SHELL/CUTLER**
28. Authorize the County Judge to execute a three (3) year Focus Complete Care Hardware Service Plan for \$7,105.19 between Hays County and ZNET Tech, LLC. for FARO, a 3D measuring tool for investigation purposes utilized by the Hays County Sheriff's Office. **INGALSBE/CUTLER**
29. Authorize the purchase of one Fujitsu fi-8170 Document Scanner valued at \$1,232.00 and one 10-ft Conference Table valued at \$792.18 for the Pre-Trial Services Department and amend the budget accordingly. **SHELL/FOCKEN**
30. Authorize execution of Amendment 1 to the Professional Services Agreement between Hays County and Initium Health pursuant to RFP 2022-P11 Community Health Assessment. **BECERRA/T.CRUMLEY**
31. Authorize the County Judge to execute a Fifth Amendment to the Waste Connections Lone Star, Inc. Countywide Dumpster Contract (IFB 2021-B12), in relation to adding dumpster services to 101 Thermon Drive, San Marcos, TX, at \$17.78 per haul. **BECERRA/T.CRUMLEY**

H.	ACTION ITEMS
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I.	ROADS
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1. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with Caldwell County relating to the County's FM 2001 East project. **INGALSBE/BORCHERDING**
2. Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until June 6, 2023 for Great Hills subd., Section 7: Maintenance bond #PB03016800689 in the amount of \$66,811.47. **INGALSBE/BORCHERDING**
3. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #7901017121 in the amount of \$1,238,375.00, acceptance of the 2-year maintenance bond #PB03016800838M2 in the amount of \$111,648.28, and acceptance of the 1-year revegetation bond #PB03016800838M1 in the amount of \$54,201.00 for Crosswinds subd., Phase 6A. **INGALSBE/BORCHERDING**
4. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,934,946.93 (Performance Bond No. K41681767) for the Prairie Lakes Subdivision, Phase 2, Section 1, Final plat. **COHEN/BORCHERDING**
5. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,452,230.11 (Performance Bond No. K41681779) for the Prairie Lakes Subdivision, Phase 2, Section 2, Final plat. **COHEN/BORCHERDING**

6. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$24,916.91 (Irrevocable Letter of Credit No. 20234032) for the 6 Creeks, Phase 1, Section 9, Final plat. **SHELL/BORCHERDING**
7. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$18,520.06 (Irrevocable Letter of Credit No. 20234033) for the 6 Creeks, Phase 1, Section 10, Final plat. **SHELL/BORCHERDING**
8. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$48,344.00 (Irrevocable Letter of Credit No. 20234030) for the 6 Creeks, Phase 1, Section 12, Final plat. **SHELL/BORCHERDING**
9. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$1,391,488.75 (Bond No 024267012) for the Waterstone, Phase 1-A, Final plat. **INGALSBE/BORCHERDING**
10. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #0699738 in the amount of \$806,832.65, acceptance of the 2-year maintenance bond #PB03016800803M in the amount of \$177,475.03, and acceptance of the 1-year revegetation bond #PB03016800932 in the amount of \$65,413.40 for Crosswinds subd., Phase 4A. **INGALSBE/BORCHERDING**
11. Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,576,049.56 (Bond No 9426154) for the Waterstone, Unit A, Final plat. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2165-PC; Call for a Public Hearing on April 11, 2023, followed by discussion and possible action regarding the Replat of Hays City Estates, Lot 9. **SMITH/MACHACEK**
2. PLN-2162-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Oakridge Park at Kinnicnik, Lot 7 & Part of Lot 6, Replat. **SMITH/MACHACEK**
3. PLN-2123-NP; Discussion and possible action regarding Billeaud Acres. **SMITH/PACHECO**
4. PLN-2159-PC; Discussion and possible action regarding the Skyline I, Lot 7, Final. **SHELL/PACHECO**
5. PLN-2100-PC; Hurlbut Ranch West, PT of Tract 20, Replat; Call for a Public Hearing on April 11th, 2023, followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 20, Replat. **SHELL/PACHECO**
6. PLN-2105-NP; Discussion and possible action regarding Sweet Blessings Ranch (4 Lots) and consider granting a variance to Hays County Development Regulations, Chapter 721.5.07(E). **SHELL/MACHACEK**

K.

MISCELLANEOUS

1. Discussion and possible action to approve vendors for the September 23rd Mermaid Capital of Texas Fest organized by the San Marcos Mermaid Society in accordance with the Hays County Property Use Policy. **BECERRA**
2. Discussion and possible action to authorize the Criminal District Attorney (CDA) to hire two (2) new Attorney IIIs, one (1) Legal Assistant, one (1) Victim Assistance Coordinator and one (1) Paralegal plus related equipment/expenses effective May 1, 2023, to help reduce a backlog of un-filed cases and to improve the service provided to victims on domestic violence and stalking cases and amend the budget accordingly. **INGALSBE/HIGGINS**
3. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley Valley Library Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**

4. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Livestock Exposition regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
5. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Lonestar Cattlemen Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
6. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Southside Community Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
7. Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and Hays County Child Protective Board regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
8. Discussion and possible action to authorize use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Office of Emergency Services FirstNet regarding recovery assistance for direct or indirect impacts of COVID-19; and to amend the budget accordingly. **SHELL**
9. Discussion and possible action to authorize the Budget Office to purchase Digital Budget Book software through ClearGov, Inc. and amend the budget accordingly. **BECERRA/DORSETT**
10. Discussion and possible action on MAG Salary Study plan recommendations and request from elected officials and department heads. **BECERRA/MILLER**
11. Discussion and possible action to award contract IFB 2023-B12 RM 12 @ RM 3237 to Aaron Concrete Contractors, LCC., in the amount of \$2,259,026.50 and amend the budget accordingly. **SHELL/BORCHERDING**
12. Discussion and possible action to award contract IFB 2023-B03 Robert S. Light Boulevard to Hunter Industries, Ltd. in the amount of \$1,140,202.65. **SMITH/BORCHERDING**
13. Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 1500 Quail Run, San Marcos, TX. **SHELL/PACHECO**
14. Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and CT Electric for Countywide Electrical Services, pursuant to RFP 2023-P04. **BECERRA/T.CRUMLEY**
15. Discussion and possible action to execute an Order Agreement, Product Schedule and Equipment Removal for the Sheriff's Office at the Precinct 2 Office (\$259.68 monthly), and Pre-Trial Services (\$188.59 monthly), as well as an Equipment Relocation Request for Countywide Operations (\$407.93) and amend the budget accordingly. **BECERRA/T.CRUMLEY/CUTLER/FOCKEN**
16. Discussion and possible action to authorize additional ARPA funding related to the operational needs of the Mental Health Specialty Court and amend the budget accordingly. **SHELL/BROWN**
17. Discussion and possible action to authorize the County Judge to execute mental health service contracts to expand services within the County Court at Law Mental Health Specialty Courts program with C. Nichole Mueller-McMorris, LCSW, Allison & Associates Counseling, PLLC, Lisa Hinson, LCDR, Moonstone, PLLC; and execution of a contract with Horton House for transitional housing. **SHELL/BROWN**
18. Discussion and possible action to accept the Fiscal Year 2022 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. **INGALSBE/VILLARREAL-ALONZO**
19. Discussion and possible action to table consideration of the proposed Development Agreement for Mission Oaks Condominiums between Hays County, Davy Crockett Estates, LLC, and Lang Family Ranches L.P. until April 11, 2023, or until some future date designated by Commissioners Court. **SMITH**

20. Discussion and possible action to instruct that a policy be incorporated into the Hays County Purchasing Policy and Procedures Manual prohibiting the award of "evergreen" or auto-renewing contracts. **BECERRA**
21. Discussion and possible action to seek the review of and proposals from qualified applicants for the collection of delinquent property taxes. **BECERRA**
22. Discussion and possible action to seek the review of and proposals from qualified applicants for the collection of court fines and fees. **BECERRA**
23. Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement related to RFP 2022-P12 Pet Resource Center - Project Coordinator between Hays County and Austin Pets Alive! and amend the budget accordingly. **INGALSBE**
24. Discussion and possible action to call for a public hearing on April 25, 2023 to hear and finalize changes to the Hays County Food Establishment Regulations. **BECERRA/PACHECO**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause Numbers 22-0249-C, 22-0250-C, and 22-0251-C. 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**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director Pre-Trial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**

**Posted by 5:00 o'clock P.M. on the 24th day of March, 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: 03/28/2023

Requested By:

Jenifer O'Kane, Tax Assessor

Sponsor:

Commissioner Shell

Agenda Item

Honor Diana Gil for 25 years of service to Hays County in the Tax Office. SHELL/O'KANE

Summary



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing the week of April 3, 2023, as National Public Health Week for Hays County.

INGALSBE/T.CRUMLEY

Summary

See attached proclamation.

Attachments

NPHW 2023 Proclamation



PROCLAMATION RECOGNIZING APRIL 3-9, 2023 AS NATIONAL PUBLIC HEALTH WEEK

WHEREAS, the week of April 3, 2023, is National Public Health Week; and

WHEREAS, the theme for National Public Health Week in 2023 is “Centering and Celebrating Cultures in Health”; and

WHEREAS, the goal of National Public Health Week in 2023 is to recognize the contributions of public health in—

(1) improving the health of the people of the United States; and

(2) achieving health equity; and

WHEREAS, a top priority of the Hays County Commissioners Court is to promote a thriving community that is safe and stronger; and

WHEREAS, a person’s health status can differ drastically by zip code because of social, economic, and environmental health factors, including but not limited to access to health food, education, health care, parks and recreation, transportation, and other community assets; and

WHEREAS, Hays County Local Health Department is the public health agency that serves the approximately 255,000 residents of the county; and

WHEREAS, public health professionals at the Hays County Local Health Department have expertise in community health improvement, epidemiology, health communication, communicable disease control and prevention, and immunizations; and

WHEREAS, public health professionals help communities prevent, prepare for, withstand, and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters, and disasters caused by human activity; and

WHEREAS, public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today’s disease surveillance and control systems; and

WHEREAS, the Hays County Local Health Department is committed to work with partners across Hays County to improve community health across; and

WHEREAS, the Hays County Local Health Department continues to meet the needs of the community by forging innovative partnerships and strategies to work upstream to improve health outcomes; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 3-9, 2023 as:

NATIONAL PUBLIC HEALTH WEEK

in Hays County, and we call upon the people of Hays County to observe this week by helping our families, friends, neighbors, co-workers and leaders to better understand the value of public health and support opportunities to adopt preventative lifestyle habits to align with this year’s theme: “Center and Celebrating Cultures in Health.”

ADOPTED THIS THE 28TH DAY OF MARCH 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing April 6, 2023 as Tejano Day. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING APRIL 6, 2023 AS
TEJANO DAY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the many and diverse contributions made by Tejanos--Texans of Spanish, Mexican, African, and Indigenous descent--have been fundamental to the history and heritage of Texas for more than three centuries; and

WHEREAS, Tejano men and women were the founders of the state's oldest permanent settlements, including the town of San Marcos de Neve and cities of San Antonio, Nacogdoches, Victoria, Goliad, and El Paso, and they were the first to name many of our state's waterways and natural features; and

WHEREAS, legendary Tejanos of the Navarro, Ruiz, Menchaca, Arocha, Seguin, and de la Portilla families played an integral part in the effort to settle Texas and negotiated peace with the Comanches and other Indigenous peoples; and

WHEREAS, two hundred and ten years ago, on April 6, 1813, Tejanos were the first original settlers to declare an independent Texas, and at the Battle of Medina that same year, they gave their lives in a bloody engagement with a Spanish royalist army that remains the deadliest clash in the history of Texas; and

WHEREAS, in an act that was an important prelude to the Texas Revolution, Tejanos were the first to rise in defense of the Mexican Constitution of 1824, and such prominent figures as José Antonio Navarro and José Francisco Ruiz were signers of the Texas Declaration of Independence in 1836; and

WHEREAS, devoted to the concepts of liberty and equality, numerous Tejanos opposed slavery and were powerful advocates for free speech, freedom of the press, and public education in Texas; and

WHEREAS, countless Tejanos have served with great distinction in our nation's military; the Medal of Honor, America's highest military commendation for valor, was awarded to seven Tejanos during World War II, two during the Korean War, and three during the Vietnam War inspiring activist and World War II veteran Hector P. Garcia to form the American GI Forum of Texas to champion the rights of former Hispanic service members; and

WHEREAS, the culture of the Lone Star State is inextricably linked with the contributions of Tejanos; they were the first to introduce rodeos, expert horsemanship, and the raising of longhorn cattle, and combined the cultures of Mexico and the United States to create Tex-Mex, the state's most iconic cuisine; and

WHEREAS, Texas music is unimaginable without the contributions of such great Tejano artists as Lydia Mendoza, Flaco Jimenez, Rosita Fernandez, and Selena, and the musical styles they helped popularize range from romantic ballads to *corridos* that tell stories of adventure and resistance; and

WHEREAS, Throughout the state's history, Tejano men and women have been champions of social and political progress while exerting a tremendous influence on our way of life; deeply devoted to Texas, they have overcome injustice and discrimination to play an instrumental role in the epic saga of the Lone Star State, and it is indeed fitting that their contributions be officially honored,

NOW, THEREFORE BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 6, 2023 as:

TEJANO DAY

an observance that coincides with the date in 1813 when Tejano leaders issued the first declaration of Texas independence.

ADOPTED THIS THE 28th DAY OF MARCH 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Tommy Dodd Memorial Buyers Group. **SMITH**

Summary

Attachments

Draft ARPA Agreement -TDMBG
Draft PW - TDMBG

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 Taylor J Dodd Principal Officer of Tommy Dodd Memorial Buyers Group ("Beneficiary"), located at 112 Bonnie Drive, Dripping Springs, TX 78620 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$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 April 4, 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 April 4, 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 0 employees were employed by the business/special-purpose unit of local government/non-profit as of April 4, 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 April 4, 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: Tommy Dodd Memorial Buyers Group

Owner Name: Taylor J Dodd

Owner Title: Director

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Tommy Dodd Memorial Buyers Group

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Tommy Dodd Memorial Buyers Group

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1 TOMMY DODD MEMORIAL BUYERS GROUP OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Tommy Dodd Memorial Buyers Group (TDMBG) is a 501(c)(3) non-profit organization that relies solely on volunteer effort to raise funds to provide financial awards to students engaged in the raising and showing of livestock at events organized and operated by other non-profit organizations. The primary location for project purchase is at the statewide annual Rodeo Austin auction held every March at the fairgrounds located at 9100 Decker Lane Rd, Austin, TX 78724.¹ TDMBG supports every student project from Hays County that is shown at the statewide auction. In years past TDMG has also supported youth from surrounding counties at their respective fairs.

TDMBG's funds are from businesses and individual donations; they host no annual fund raisers such as raffles or gala events. In the period from July 1, 2017 to June 30, 2019, TDMBG raised over \$164,900 (\$62,675 2017-2018, and \$102,252 2018-2019) and was able to help 127 students. In the period from July 1, 2019 to June 30, 2020, COVID-19 group and crowd restrictions prohibited the annual Rodeo Austin from being held. so TDMBG was unable to help any students by purchasing their livestock projects, and their revenue was reduced to \$17,900.00.

Figure 1: Annual Rodeo Austin Fairgrounds



The monies shown on the Form-990 for 2019 were from promised donations finalizing the 2019 purchases, and also from donations made prior to the 2020 Rodeo Austin event, that were then carried over into 2021, when Rodeo Austin could resume.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

TDMBG's Form-990 for the years 2018 (\$102,252.00), and 2019² (\$17,900) document an \$84,325.00 decrease in gross revenue due to a pandemic-related decrease in contributions.

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 TDMG's financial hardship from the revenue loss. Through a grant of \$50,000 TDMBG 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 Figure 1 Google Earth Imagery

² TDMBG's 2019 Fiscal Year ended June 30, 2020

1.3 PROGRAM SUMMARY

TDMBG provided their Form-990s for 2018, 2019, and 2020 to support their eligibility of as a beneficiary under the SLFRF. In the period from July 1, 2019 to June 30, 2020, COVID-19 group and crowd restrictions prohibited the annual Rodeo Austin from being held so TDMBG was unable to help any students by purchasing their livestock projects, and their revenue was reduced to \$17,900.00.

The validation and cost reasonableness analysis determined TDMBG can demonstrate a pandemic related harm up to \$84,352.00 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. TDMBG's initial award is \$50,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic TDMBG saw a reduction in its revenue, which is solely funded by contributions from individuals and businesses that support their cause.

The ARPA SLFRF grant is critical to help TDMBG recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 82% drop in revenue from 2018 to 2019. 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, TDMBG's loss of revenue is \$89,669.10 for 2019.

Table 1: Revenue Loss

	2018	2019
Contributions and grants	102,252.00	17,900.00
Total Revenue	102,252.00	17,900.00
		(84,352.00)
		-82%
Projected Growth		\$107,569.10
Revenue Loss		(89,669.10)

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".

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”.

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

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

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

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

“The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁵

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

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



AGENDA ITEM REQUEST FORM: **G. 4.**

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Agenda Item

Approve Commissioners Court Minutes of February 28, 2023 and March 14, 2023. **BECERRA/CARDENAS**

Summary

Attachments

02/28/2023 Minutes

03/14/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT
MINUTES



FEBRUARY 28, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 28th DAY OF FEBRUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Hillary Lockhart, Heart of Christ Fellowship Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Enrique Ospina made a public comment concerning election integrity.

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

Kate Blankenship, Family and Community Health Agent for the Hays County Texas A&M AgriLife Extension Office, introduced Sierra Murray, the new 4-H & Youth Program Coordinator to the Court. Sierra Murray spoke about her time so far in the position and thanked the Court for the opportunity. Commissioner Smith spoke about the importance of the 4-H program and its expansion into all areas of the County. Judge Becerra offered his office's support to the program.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Southside Community Center. Rodrigo Amaya made a public comment concerning the Southside Community Center and management of resources. Commissioner Ingalsbe spoke about the Center's services. Deborah Villalpando, Director of Operations for the Southside Community Center, elaborated on the many services and supplies that they offer. Marisol Villarreal-Alonzo, County Auditor, gave background on the funding and expenditure process the County follows.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to KZSM for emergency response equipment.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Lone Star Cattlemen Foundation. Rodrigo Amaya made a public comment concerning the use of the funds and the organization's location. Commissioner Smith spoke about the organization and the benefits they provide to the youth of Hays County.



Trey Powers, founder of the Lone Star Cattlemen Foundation, clarified that their Treasurer lives in Fredericksburg which is why they use that location for banking, and spoke about their fundraising gala and the impact the COVID pandemic had on it. He spoke about their mission and how they support the County's 4-H and FFA youth.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Hays County Livestock Exposition. Commissioner Smith spoke about the organization and the benefits they provide to the youth of Hays County. Jeff Dodd, Board Member of the Hays County Livestock Exposition, spoke about the organization's mission and the facility enhancements and scholarships these funds will go toward.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Wimberley Village Library Foundation.

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

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Hays County Office of Emergency Services FirstNet emergency response system.

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

Dan Lyon made a public comment asking for these projects to be voted on by Hays County residents. Commissioner Smith spoke about the large majority of votes this program received. Judge Becerra gave support for Texas State University students and their involvement in the community. James Hemenes, Bond Program Manager with Halff, provided an update on various 2020 Parks Bond Program projects, including funding and recommendation status. Anais Cruz, Public Involvement Consultant with Halff, informed the Court of the website haysparksbond.com and their electronic newsletter. The Court spoke about the importance of these projects.

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).

Marisol Villarreal-Alonzo, County Auditor, recognized her staff for being awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA and spoke about their work.

38632 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

38633 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

38634 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously



38635 Approve specifications for RFP 2023-P05 Jail Food Services and authorize Purchasing to advertise and solicit for proposals.

Rodrigo Amaya made a public comment concerning sourcing local food. Marisol Villarreal-Alonzo, County Auditor, spoke about the jail's process of obtaining monthly quotes on food. The Court discussed the bidding process and how to better involve local businesses. Commissioner Ingalsbe tabled the item for later discussion.

Clerk's Note: Item G-4 was reopened at 11:57 a.m.

Captain Julie Villalpando, Hays County Jail Support Services Division, spoke about difficulties with hiring due to low salaries and explained the jail would like to explore the option of hiring a management company for food services. The Court discussed the jail's changing needs and how to address them moving forward.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve specifications for RFP 2023-P05 Jail Food Services and authorize Purchasing to advertise and solicit for proposals.

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

5 - 0 Passed - Unanimously

38636 Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3.

Commissioner Cohen clarified this is for Precinct 2, not Precinct 3.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 2.

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

5 - 0 Passed - Unanimously

38637 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.

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

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

5 - 0 Passed - Unanimously

38638 Authorize the execution of a no-cost contract amendment to the DSHS Public Health Workforce Grant contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of a no-cost contract amendment to the DSHS Public Health Workforce Grant contract.

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

5 - 0 Passed - Unanimously

38639 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.

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



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

38640 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.

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

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

38641 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.

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

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

38642 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.

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

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

38643 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.

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

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

38644 Authorize the Sheriff's Office to use existing funds to purchase three drones valued at \$19,864.13.

Commissioner Shell spoke about various uses for the drones. Judge Becerra expressed privacy concerns from the public and tabled the item for later discussion.

Clerk's Note: Item G-13 was reopened at 11:31 a.m.

Captain Shane Smith, Hays County Sheriff's Office, answered questions from Judge Becerra about the drones and their uses, and explained they are already in the budget. Commissioner Smith spoke about privacy concerns and encouraged the public to contact the Sheriff's Office with any questions about drone use. Captain Smith explained this will reduce wait time when a drone is needed.



A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to use existing funds to purchase three drones valued at \$19,864.13.

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

5 - 0 Passed - Unanimously

38645 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.

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

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

5 - 0 Passed - Unanimously

38646 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.

Vickie Dorsett, Hays County Budget Officer, provided more details about this item.

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

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

5 - 0 Passed - Unanimously

38647 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.

Rodrigo Amaya made a public comment concerning the cost of sending someone in-person to evaluate. Judge Becerra spoke about his visit to evaluate the jail conditions. Commissioner Shell and Commissioner Smith spoke about their preference of using travel allowances for these types of trips as opposed to the County's General Fund.

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

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

5 - 0 Passed - Unanimously

38648 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.

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

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

5 - 0 Passed - Unanimously

38649 Approve payment of \$375.00 to Waldrup Insurance Agency for the annual Tax Assessor Collector fidelity bond where no purchase order was issued as required per the County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payment of \$375.00 to Waldrup Insurance Agency for the annual Tax Assessor Collector fidelity bond where no purchase order was issued as required per the County Purchasing Policy.



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

5 - 0 Passed - Unanimously

38650 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.

Judge Becerra spoke about past events and their success.

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

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

5 - 0 Passed - Unanimously

38651 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.

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

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

5 - 0 Passed - Unanimously

38652 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.

Commissioner Smith clarified the actual cost for this is under \$500 and the extra charge was for shipping.

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

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

5 - 0 Passed - Unanimously

38653 Authorize the execution of an MOU with the Department of State Health Services related to the Texas Syndromic Surveillance (TxS2) system.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of an MOU with the Department of State Health Services related to the Texas Syndromic Surveillance (TxS2) system.

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

5 - 0 Passed - Unanimously

38654 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

38655 Approve the appointment of Commissioner Michelle Cohen to the CARTS Board of Directors.



Commissioner Smith congratulated Commissioner Cohen on her appointment and stated he is looking forward to working together with her on the issue of reaching residents in rural areas of the County.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the appointment of Commissioner Michelle Cohen to the CARTS Board of Directors.

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

5 - 0 Passed - Unanimously

38656 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.

Dan Lyon made a public comment concerning unreported funds. Marisol Villarreal-Alonzo, County Auditor, explained the report has been corrected and filed appropriately.

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

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

5 - 0 Passed - Unanimously

38657 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.

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

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

5 - 0 Passed - Unanimously

38658 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.

Commissioner Ingalsbe stated the attorney visitation expansion will be coming at a later Court date.

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

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

5 - 0 Passed - Unanimously

38659 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.

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



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

5 - 0 Passed - Unanimously

38660 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).

Dan Lyon made a public comment concerning the cost and quality of the equipment. Marisol Villarreal-Alonzo, County Auditor, and Commissioner Smith clarified this is only the estimate for the work that is to be done.

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

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 11:04 a.m. and resumed back into open court at 11:13 a.m.

38661 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.

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

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-31 RE: *Approve the appointment of County Judge Ruben Becerra as Hays County Historical Commission Chair.* - **WAS PULLED.**

38662 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.

Dan Lyon made a public comment asking for more information on preventative maintenance. Commissioner Smith clarified this is adding additional units to an existing contract. Commissioner Shell suggested having County staff complete some of the maintenance.

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

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

5 - 0 Passed - Unanimously

38663 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.

Dan Lyon made a public comment concerning the cost of the item and the repairs being done. Vickie Dorsett, Hays County Budget Officer, explained the delays the County has experienced in receiving replacement vehicles. Commissioner Smith spoke about the issues and cost that will arise from these delays.

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



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

5 - 0 Passed - Unanimously

38664 Authorize the Sheriff's Office to transfer two non-law enforcement vehicles (white fleet) to the Pre-trial Services Department effective immediately.

Commissioner Shell clarified which vehicles are being transferred. The Court discussed anticipating the need for new vehicles.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to transfer two non-law enforcement vehicles (white fleet) to the Pre-trial Services Department effective immediately.

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

5 - 0 Passed - Unanimously

38665 Authorize additional funding for the Justice of the Peace Pct. 5 for continuing education training and amend the budget accordingly.

Commissioner Smith thanked Judge Bryant for her thoroughness in the submission process.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize additional funding for the Justice of the Peace Pct. 5 for continuing education training and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38666 Approve the appointment of Sharri Boyett to the Animal Advisory Committee.

Judge Becerra thanked Sharri Boyett for her service.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Sharri Boyett to the Animal Advisory Committee.

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

5 - 0 Passed - Unanimously

38667 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.

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

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

5 - 0 Passed - Unanimously

38668 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.

Dan Lyon made a public comment against the item.



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

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

5 - 0 Passed - Unanimously

38669 Amend the County Clerk's Records Management Fund for additional continuing education funds related to the Tyler Technology annual conference held in May 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to amend the County Clerk's Records Management Fund for additional continuing education funds related to the Tyler Technology annual conference held in May 2023.

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

5 - 0 Passed - Unanimously

38670 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.

Dan Lyon made a public comment concerning the price of the contract. Commissioner Smith explained the need for the roundabout due to the recent construction of schools in the area, and how choosing a roundabout over a traditional intersection has allowed for the preservation of a heritage oak tree. Starting construction now will ensure project completion by the start of school in the fall.

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

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

5 - 0 Passed - Unanimously

38671 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.

Commissioner Smith clarified this is located in Precinct 4. Jerry Borcharding, Director of Transportation, explained the changes to the agreement.

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

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

5 - 0 Passed - Unanimously

38672 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.

Dan Lyon made a public comment concerning the cost of the project. Commissioner Shell explained this has been identified as a dangerous section of road with a new school nearby and spoke about how the County is funding the project with federal and state tax dollars.

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



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

38673 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.

Dan Lyon made a public comment concerning the number of change orders and the cost. Commissioner Smith explained the number of change orders is not surprising due to the scope of this project. Mark Kennedy, General Counsel, spoke about delays due to COVID and weather. Jerry Borcharding, Director of Transportation, stated the County did its due diligence to ensure the charges are reasonable and appropriate.

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

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

38674 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.

Dan Lyon made a public comment concerning the cost of the project. Commissioner Smith explained the roadway is not within Buda city limits, but the city is willing to pay for a portion of it due to the project's importance.

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

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

38675 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.

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

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

38676 PLN-1962-NP; Discussion and possible action regarding the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision).

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends approval of the preliminary plan.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision) (PLN-1962-NP).

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

38677 PLN-2124-NP; Discussion and possible action regarding the Ecclesia Subdivision, Preliminary Plan (1 Lot).



Marcus Pacheco, Director of Development Services, gave background on the property, stated staff recommends conditional approval, and explained the conditions.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the Ecclesia Subdivision, Preliminary Plan (1 Lot) (PLN-2124-NP).

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

5 - 0 Passed - Unanimously

38678 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to 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 (PLN-2099-PC).

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

5 - 0 Passed - Unanimously

38679 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.

Jeff McGill, Director of Information Technology, explained the item and the quote process.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Cradlepoint devices through Axon Enterprise, Inc.

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

5 - 0 Passed - Unanimously

38680 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.

Judge Becerra spoke about the community's use of the courthouse grounds and the importance of this event. Richard Anzaldua spoke about the event, the many activities they will have, their efforts to expand, and beneficiaries of the fundraising.

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

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

5 - 0 Passed - Unanimously

38681 Discussion and possible action to authorize the renaming of a portion of Dacy Lane to Science Hall Loop.

Commissioner Ingalsbe explained this is due to a new alignment of Dacy Lane. Marcus Pacheco, Director of Development Services, stated the addressing forms will not be sent out until the County finalizes and accepts the construction for the new alignment, most likely later this year.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the renaming of a portion of Dacy Lane to Science Hall Loop.

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

5 - 0 Passed - Unanimously



38682 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 Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD) 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.

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to WISD, SMCISD, HCISD, and DSISD for behavioral and mental health support for their students. Commissioner Smith spoke about how this will allow the school districts flexibility in how to use these funds to fit their needs. Jeri Skrocki, HCISD Director of Safety and Security, thanked the Court for their support and spoke about how these funds will bring resources to the school district.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Social Service Funding Agreements between Hays County and Wimberley Independent School District (WISD), San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD) 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.

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

5 - 0 Passed - Unanimously

38683 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.

Eric Boehning, Senior Project Manager for Ardurra, presented a plan to grant ARPA funds to the Hays County Local Health Department Mobile Vaccine Facility in order to better serve the County's more vulnerable population. Commissioner Ingalsbe spoke about the services the health department will be able to provide through this. Judge Becerra spoke about the importance of public health.

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

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

5 - 0 Passed - Unanimously

38684 Discussion and possible action to appoint and confirm the chairperson for the Hays County Historical Commission.

Commissioner Shell reviewed the timeline of events that occurred leading up to a meeting called for appointment of new chair. He stated the meeting was held, and Linda Coker was selected to be nominated as chair. Judge Becerra spoke about his role in the Historical Commission as an interim chair and the need for more representation and inclusivity within the Commission. The Court and Mark Kennedy, General Counsel, discussed the statute regarding historical commissions and how to interpret its rules for appointing an interim chair. Linda Coker, Hays County Historical Commission Courthouse Coordinator, and Lila Knight, Hays County Historical Commission Secretary, spoke about the process of appointing a chair and the events that have occurred over the last few weeks.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to appoint and confirm Linda Coker as the chairperson for the Hays County Historical Commission.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith

NAY: Judge Becerra

4 - 1 Passed



Clerk's Note: Executive Session began at 2:30 p.m. and resumed back into open court at 3:29 p.m.

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.

Clerk's Note: Item L-1 was opened and discussed in open court.

Elaine Cardenas, County Clerk, read a statement prepared by Judge Becerra regarding Human Resource's involvement in the salary study and issues with employees and their timesheets. Daphne Tenorio, Hays County Treasurer, spoke about concerns with HR and its director, as well as issues with several employees and their position changes. Kelly Higgins, Hays County District Attorney, spoke about difficulties he has had hiring due to salaries and criticized the HR policy for raising salaries. Shari Miller, Director of Human Resources, addressed the concerns that were raised and answered questions from the Court regarding the salary study, employee position changes, and timesheets. The Court discussed the progress of the salary study and steps to take moving forward. Commissioner Shell expressed concern over discussing these topics in open court. No action taken.

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 1. Possible discussion and/or action may follow in open court.

No action taken.

38685 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.

Commissioner Ingalsbe stated this is approximately 10 acres, is the former property of Sheriff Jack Gary, and is a useful connection piece in the Regional Parks Plan.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize use of ARPA funds for purchase of 2400 N IH 35; and to request that Ardurra confirm authority to use ARPA funds for that purpose.

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

5 - 0 Passed - Unanimously

38686 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.

Commissioner Smith noted DWC means Division of Workers Compensation. Mark Kennedy, General Counsel, clarified Hays County is under contract with Deep East Texas for workers compensation insurance.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Office of General Counsel to file a letter with Deep East Texas requesting they withdraw their appeal to the Division of Workers Compensation in relation to DWC number 21267805.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #L-5 RE: *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. - WAS PULLED.*

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.



No action taken.

38687 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Lease Agreement between Hays County and CenTex AmVets Post 115, related to use of 401 Veteran's Drive, Kyle, TX.

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

5 - 0 Passed - Unanimously

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

Clerk's Note Agenda Item #M-2 RE: *Discussion related to the Hays County inmate population, to include current population counts and costs. - WAS PULLED.*

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

Clerk's Note Agenda Item #M-4 RE: *Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). - WAS PULLED.*

Updates of community health assessment by local health department.

Matthew Gonzales, Health Equity and Community Engagement Program Manager with the Hays County Local Health Department, updated the Court on the progress of the community health assessment, including new community partners. He encouraged residents to attend the Community Vision Session at the San Marcos Public Library and speak about their concerns regarding public health.

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.


Commissioner Smith updated the Court on bills related to the resolutions passed in a previous meeting and encouraged them to stay informed on their progress. Judge Becerra spoke about the importance of following the legislature. Commissioner Ingalsbe stated she is working on an unfunded mandate resolution. No action taken.

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 3:34 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on FEBRUARY 28, 2023.




ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



HAYS COUNTY COMMISSIONERS' COURT MINUTES



MARCH 14, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF MARCH A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Elaine Cardenas, County Clerk, read an emailed public comment from Lisa Rodriguez concerning possible re-grading of Justice Clerk positions. John Clark made a public comment concerning election integrity. James Reece made a public comment concerning the use of the courthouse grounds for vendors. Mary Mitchell made a public comment concerning election integrity. Laura Nunn made a public comment concerning election integrity. Rodrigo Amaya made a public comment concerning various County employees and their job performance, and the death of Joshua Wright. Dan Lyon made a public comment concerning high taxes. Daphne Tenorio, Hays County Treasurer, made a public comment updating the Court on employee W-2s, the Treasurer's Reports, and County investments. Randi Franks made a public comment concerning medical care in the Hays County Jail. Tatum Schutt made a public comment concerning medical care in the Hays County Jail. Elle Cross made a public comment concerning medical care in the Hays County Jail.

38688 Adopt a Proclamation recognizing March 24, 2023 as World TB Day for Hays County.

Amy Wolf, Hays County TB Communicable Disease Coordinator, presented TB case numbers for Hays County and spoke about the importance of treating cases as soon as possible to prevent the spread of the disease.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing March 24, 2023 as World TB Day for Hays County.

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

5 - 0 Passed - Unanimously

38689 Adopt a Proclamation recognizing March 18, 2023 as Public Defender Day in Hays County.

Jeff Hohl, Chief Public Defender/Supervising Attorney at Neighborhood Defender Service, spoke in support of the Proclamation and all those who work to provide indigent defense services. Rodrigo Amaya made a public comment concerning conditions in the Hays County Jail.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing March 18, 2023 as Public Defender Day in Hays County.



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

5 - 0 Passed - Unanimously

38690 Adopt a Proclamation recognizing March 2023 as Women's History Month to recognize the women of Hays County.

Anita Collins, Community Liason for the Hays County Judge and Representative of the Council for the Indigenous and Tejano Community, provided additional information that is to be included in the Proclamation, and recognized the named women who were present in the courtroom. Commissioner Smith suggested working with the Historical Commission to include more women in future Proclamations. Margie Villalpando, co-founder of Centro Cultural Hispano de San Marcos, spoke about the creation of the center and their mission. Rosina Valle, co-founder of Centro Cultural Hispano de San Marcos, thanked the Court for their support and spoke about the center's work.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing March 2023 as Women's History Month to recognize the women of Hays County.

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

5 - 0 Passed - Unanimously

38691 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

38692 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

38693 Ratify the payment of the February 15, 2023 payroll disbursements as follows: Gross wages \$2,351,736.33, Withholdings & Deductions \$660,349.00, Benefits \$706,492.02. Payroll totals will be posted on the Hays County website.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the payment of the February 15, 2023 payroll disbursements as follows: Gross wages \$2,351,736.33, Withholdings & Deductions \$660,349.00, Benefits \$706,492.02. Payroll totals will be posted on the Hays County website.

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

5 - 0 Passed - Unanimously

38694 Ratify the payment of the February 28, 2023 payroll disbursements as follows: Gross wages \$3,133,877.96, Withholdings & Deductions \$903,800.70, Benefits \$880,771.53. Payroll totals will be posted on the Hays County website.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the payment of the February 28, 2023 payroll disbursements as follows: Gross wages \$3,133,877.96, Withholdings & Deductions \$903,800.70, Benefits \$880,771.53. Payroll totals will be posted on the Hays County website.

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

5 - 0 Passed - Unanimously



38695 Approve the payment of the March 15, 2023 payroll disbursements in an amount not to exceed \$3,900,000.00 effective March 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the March 15, 2023 payroll disbursements in an amount not to exceed \$3,900,000.00 effective March 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

38696 Approve Commissioners Court Minutes of February 10, 2023 and February 14, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of February 10, 2023 and February 14, 2023.

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

5 - 0 Passed - Unanimously

38697 Approve the cancelation of the Hays Commissioners Court on the following dates in 2023: July 18, August 29, September 26, October 3, 17, 31, November 14, 28 and December 12.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the cancelation of the Hays Commissioners Court on the following dates in 2023: July 18, August 29, September 26, October 3, 17, 31, November 14, 28 and December 12.

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

5 - 0 Passed - Unanimously

38698 Authorize the County Judge to execute the annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,900.00 for the preventative maintenance and repairs of the County's remote access thermostat system.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute the annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,900.00 for the preventative maintenance and repairs of the County's remote access thermostat system.

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

5 - 0 Passed - Unanimously

38699 Authorize the County Judge to sign a resolution of support for the establishment of a No Parking Zone on RM 12.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to sign a resolution of support for the establishment of a No Parking Zone on RM 12.

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

5 - 0 Passed - Unanimously

38700 Authorize the execution of an agreement between Building Maintenance and Flair Data Systems, Inc. for the preventative maintenance and repair services of the Uninterruptible Power Supply (UPS) devices located at the Public Safety Building.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Building Maintenance and Flair Data Systems, Inc. for the preventative maintenance and repair services of the Uninterruptible Power Supply (UPS) devices located at the Public Safety Building.

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

5 - 0 Passed - Unanimously



38701 Accept the 2022 Racial Profiling Report and the 2022 Annual Activity Report from Hays County Constable Office, Pct. 4.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the 2022 Racial Profiling Report and the 2022 Annual Activity Report from Hays County Constable Office, Pct. 4.

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

5 - 0 Passed - Unanimously

38702 Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

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

5 - 0 Passed - Unanimously

38703 Authorize the County Judge to execute a renewal service agreement with Smiths Detection, Inc. in the amount of \$9,386.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute a renewal service agreement with Smiths Detection, Inc. in the amount of \$9,386.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D).

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

5 - 0 Passed - Unanimously

38704 Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38705 Approve out-of-state travel for Assistant Criminal District Attorney, Miranda Ebersole utilizing the DA Asset Forfeiture Funds to attend the Investigating and Prosecuting Sexual Assault conference in Atlanta Georgia.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for Assistant Criminal District Attorney, Miranda Ebersole utilizing the DA Asset Forfeiture Funds to attend the Investigating and Prosecuting Sexual Assault conference in Atlanta Georgia.

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

5 - 0 Passed - Unanimously

38706 Ratify the execution of a Temporary Construction Easement between Hays County and The United States of American, Department of Labor regarding the relocation of utility easements on the Gary Job Corps Center property for the FM 110 construction project.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to ratify the execution of a Temporary Construction Easement between Hays County and The United States of American, Department of Labor regarding the relocation of utility easements on the Gary Job Corps Center property for the FM 110 construction project.

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

5 - 0 Passed - Unanimously

38707 Authorize the resubmission of a grant application to FEMA. (Federal Emergency Management Agency) in the amount of \$307,733.80.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the resubmission of a grant application to FEMA. (Federal Emergency Management Agency) in the amount of \$307,733.80.

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

5 - 0 Passed - Unanimously

38708 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

38709 Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

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

5 - 0 Passed - Unanimously

38710 Authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP).

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

5 - 0 Passed - Unanimously

38711 Authorize the Hays County Criminal District Attorney to purchase on (1) replacement Dell Laptop with accessories valued at \$1,694.97 utilizing DA- Drug Forfeiture Funds and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Criminal District Attorney to purchase on (1) replacement Dell Laptop with accessories valued at \$1,694.97 utilizing DA- Drug Forfeiture Funds and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38712 Approve renewal of IFB 2022-B04 Cemetery Maintenance with Kyle Landscaping Services with the proposed 22% price increase.



Dan Lyon made a public comment against the price increase.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2022-B04 Cemetery Maintenance with Kyle Landscaping Services with the proposed 22% price increase.

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

5 - 0 Passed - Unanimously

38713 Accept three proposals from Beckwith Electronic Systems, LLC. for Courtroom 7 (\$3,112.00), Courtroom 9 (\$19,189.00), and Courtroom 10 (\$27,909.00); authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D).

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept three proposals from Beckwith Electronic Systems, LLC. for Courtroom 7 (\$3,112.00), Courtroom 9 (\$19,189.00), and Courtroom 10 (\$27,909.00); authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D).

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

5 - 0 Passed - Unanimously

38714 Accept the 2022 Racial Profiling Report for the Hays County Sheriff's Office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the 2022 Racial Profiling Report for the Hays County Sheriff's Office.

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

5 - 0 Passed - Unanimously

38715 Approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Sheriff Cutler, Sergeant Ryan Hayden, Sergeant Mark Opiela, Corporal David Marshall, Corporal David Maddocks, Detective Eric Zediker, Detective Brian Wahlert, and Deputy Anthony Hipolito to National Police Week on May 11-16, 2023, in Washington, D.C., and amend the budget accordingly.

Dan Lyon made a public comment against the item.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Sheriff Cutler, Sergeant Ryan Hayden, Sergeant Mark Opiela, Corporal David Marshall, Corporal David Maddocks, Detective Eric Zediker, Detective Brian Wahlert, and Deputy Anthony Hipolito to National Police Week on May 11-16, 2023, in Washington, D.C., and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38716 Authorize the Sheriff's Office to accept a donation of \$500.00 from the Wimberley VFW Post 6441 and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to accept a donation of \$500.00 from the Wimberley VFW Post 6441 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38717 Approve the appointment of Commissioner Michelle Gutierrez Cohen and reconfirm the appointment of Commissioner Debbie Gonzales Ingalsbe to the City of Kyle Tax Reinvestment Zone No. 2 board.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the appointment of Commissioner Michelle Gutierrez Cohen and reconfirm the appointment of Commissioner Debbie Gonzales Ingalsbe to the City of Kyle Tax Reinvestment Zone No. 2 board.



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

5 - 0 Passed - Unanimously

38718 Authorize the Transportation Department to purchase eight (8) TAPCO Post Mounted Speed Feedback Signs Street Smart Rentals, LLC. in the amount of \$36,684.00 and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Transportation Department to purchase eight (8) TAPCO Post Mounted Speed Feedback Signs Street Smart Rentals, LLC. in the amount of \$36,684.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Authorize the Jail to use existing funds for repairs to the thermaduct system valued at \$25,595.58 and amend the budget accordingly.

Dan Lyon made a public comment concerning the cost of the item. Commissioner Cohen spoke about her concerns with the system. Judge Becerra suggested tabling the item until more information is available. No action taken.

38719 Approve the Appointment of Judge Chris Johnson, County Court at Law # 2, as the County Court at Law Representative for the Hays County Bail Bond Board Committee.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Appointment of Judge Chris Johnson, County Court at Law # 2, as the County Court at Law Representative for the Hays County Bail Bond Board Committee.

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

5 - 0 Passed - Unanimously

Authorize the County Judge to execute an Alarm System Monitoring Agreement and a Proposal with Security One, Inc. related to the addition of security camera's and equipment to the Precinct 3 Building.

Jordan Powell, Assistant General Counsel, stated the agreement is still being worked on and asked that this item be tabled. No action taken.

38720 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$385,000.00 to the Professional Services Agreement between with BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program Darden Hill at Sawyer Ranch Roundabout; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly.

Commissioner Smith provided background on the project. Dan Lyon made a public comment against the item.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$385,000.00 to the Professional Services Agreement between with BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program Darden Hill at Sawyer Ranch Roundabout; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38721 Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Volkert, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County.



Commissioner Smith stated this adds Volkert to the list of on-call providers for the County. Commissioner Shell stated there is no contract associated with this.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Volkert, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County.

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

5 - 0 Passed - Unanimously

38722 Discussion and possible action to amend a Professional Services Agreement between Hays County and Cobb Fendley & Associates Inc. to add an additional \$43,000.00 in Right of Way acquisition services described in Exhibit C related to the proposed improvement of Windy Hill Road from the Kyle City Limits east to FM 2001; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to amend a Professional Services Agreement between Hays County and Cobb Fendley & Associates Inc. to add an additional \$43,000.00 in Right of Way acquisition services described in Exhibit C related to the proposed improvement of Windy Hill Road from the Kyle City Limits east to FM 2001; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4).

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

5 - 0 Passed - Unanimously

38723 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$80,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program. This action utilizes a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Dan Lyon made a public comment against the item. Jerry Borcharding, Director of Transportation, stated this will cover additional TXDOT reviews and utility coordination which were not included in the original scope of work.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$80,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program. This action utilizes a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

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

5 - 0 Passed - Unanimously

38724 Discussion and possible action to consider the release of the subdivision performance bonds #7901063583 in the amount of \$372,201.25 for Phase 4, and #7901063582 in the amount of \$863,725.25 for Phase 5 of the Trails at Windy Hill subdivision.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to release the subdivision performance bonds #7901063583 in the amount of \$372,201.25 for Phase 4, and #7901063582 in the amount of \$863,725.25 for Phase 5 of the Trails at Windy Hill subdivision.

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

5 - 0 Passed - Unanimously

38725 Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$69,260.00 (Letter of Credit No. 20234029).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$69,260.00 (Letter of Credit No. 20234029).



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

5 - 0 Passed - Unanimously

38726 PLN-2099-PC: Las Lomas, Sec 2, Lot 3-C, Replat; Hold a Public Hearing followed by discussion with possible action regarding Las Lomas, Sec 2, Lot 3-C, Replat.

Judge Becerra opened the Public Hearing at 2:15 p.m. Elaine Cardenas, County Clerk, read an emailed public comment from Ellen and Mark Edwards against the proposed subdivision due to a lack of information, followed by a second comment stating no objection. Judge Becerra closed the Public Hearing at 2:17 p.m. Colby Machacek, Hays County Development Services Planning Department, gave background on the property and stated it has full staff recommendation.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Las Lomas, Sec 2, Lot 3-C, Replat (PLN-2099-PC).

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

5 - 0 Passed - Unanimously

38727 PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates subdivision final plat.

Colby Machacek, Hays County Development Services Planning Department, gave background on the property and stated it has full staff recommendation.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Rocky Creek Estates subdivision final plat (PLN-2116-NP).

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

5 - 0 Passed - Unanimously

38728 PLN-2162-PC; Call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicinik, Lot 7 & Part of Lot 6, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicinik, Lot 7 & Part of Lot 6, Replat (PLN-2162-PC).

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-1 RE: *Discussion and possible action to authorize the County Judge to execute a proposal from Basic IDIQ Inc. for the repairs and awning replacements to the shade structures at 5 Mile Dam in the amount of \$36,240.41 and amend the budget accordingly. - WAS PULLED.*

Clerk's Note Agenda Item #K-2 RE: *Discussion and possible action to approve vendors for the September 23rd Mermaid Capital of Texas Fest organized by the San Marcos Mermaid Society in accordance with the Hays County Property Use Policy. - WAS PULLED.*

Presentation, discussion, and possible action of Classification and Compensation Study Report by Management Advisory Group International.

Dr. Russell Campbell, Senior Vice President of Management Advisory Group, reviewed the timeline of the project and explained the County delays. He spoke about various issues with the initial draft of the report, including it matching the pre-budgeted amount, salary compression throughout the County, and a lack of a mechanism to move forward in the salary structure. He presented a step and grade system and addressed inequities, position discrepancies, outdated policies and job descriptions, and morale problems. He recommended giving a 10% increase to employees that did not receive one in February, and implementing the study in October. The Court thanked Dr. Campbell for his work and discussed their concerns with the recommendation.

Clerk's Note: Judge Becerra called for a recess that began at 11:29 a.m. and resumed back into open court at 12:01 p.m.



Clerk's Note: Agenda Item K-3 was opened in Executive Session at 12:01 p.m. and resumed back into open court at 12:06 p.m.

The following elected official and department heads spoke in favor of the final report and expressed various concerns: Judge Jimmy Alan Hall, County Court at Law 1; David Peterson, Constable Precinct 1; Judge Sandra Bryant, Justice of the Peace Precinct 5; Kelly Higgins, District Attorney; Jennifer Doinoff, Elections Administrator; Jeff McGill, Director of Information Technology; Michael Berlad, Development Manager for Development Services, on behalf of Marcus Pacheco, Director of Development Services; Ron Hood, Constable Precinct 4; Jerry Borcharding, Director of Transportation; Beverly Crumley, Director of Countywide Operations; Elaine Cardenas, County Clerk. Vickie Dorsett, Hays County Budget Officer, presented various implementation plans at the request of the Court. The Court held a lengthy discussion on implementation plans and concluded the item should be brought back at the next meeting to allow elected officials and department heads the chance to review their employees' positions within the plan and request changes. No action taken.

38729 Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and San Marcos Texas Community Radio Association, KZSM, regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

Commissioner Ingalsbe asked if this would transmit emergency services communication beyond city limits. Rob Rourke, Station Manager for KZSM, spoke about their radio and internet capabilities.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and San Marcos Texas Community Radio Association, KZSM, regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38730 Discussion and possible action to add TLIE insurance for CCal Judges Johnson, Brown, and Hall.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to add TLIE insurance for CCal Judges Johnson, Brown, and Hall.

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

5 - 0 Passed - Unanimously

38731 Discussion and possible action to commit \$2,500.00 to the Hays Consolidated Independent School District related to transformers needed to add street lighting on FM 150 near Simon Middle School and Hemphill Elementary School and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to commit \$2,500.00 to the Hays Consolidated Independent School District related to transformers needed to add street lighting on FM 150 near Simon Middle School and Hemphill Elementary School and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38732 Discussion and possible action to approve Amendment #2 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Amendment #2 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan.

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

5 - 0 Passed - Unanimously



38733 Discussion and possible action to provide staff with direction regarding the implementation of the 10% pay increase to employees in Grades 106 to 113 who are not bound by the Collective Bargaining Agreement which was approved by the Commissioners Court on January 31, 2023.

Daphne Tenorio, Hays County Treasurer, asked the Court for guidance on how to proceed with increases to employee salaries for those already at the maximum of their pay range. Vickie Dorsett, Hays County Budget Officer, stated those over the maximum usually receive a lump sum at the beginning of the fiscal year. Tenorio suggested monthly stipend payments to assure only those currently employed receive the payment.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to implement the 10% pay increase to employees in Grades 106 to 113 who are not bound by the Collective Bargaining Agreement and who are at the maximum of their pay grade, which was approved by the Commissioners Court on January 31, 2023, as a monthly stipend payment.

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

5 - 0 Passed - Unanimously

38734 Discussion and possible action to adopt a resolution, to support the passage of legislation, including an amendment to the Constitution of the State of Texas that would prohibit the imposition of unfunded mandates on Texas Counties.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a resolution, to support the passage of legislation, including an amendment to the Constitution of the State of Texas that would prohibit the imposition of unfunded mandates on Texas Counties.

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

5 - 0 Passed - Unanimously

38735 Discussion and possible action to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 101 Thermon Drive, San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D).

Jeff McGill, Director of Information Technology, explained this is for fiber and data services for the new building for Countywide Operations, and is a standard agreement that exists for other Hays County buildings.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 101 Thermon Drive, San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D).

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

5 - 0 Passed - Unanimously

38736 Discussion and possible action to establish an operating budget for the Combined Emergency Communications Center (CECC) department and amend the budget accordingly.

Commissioner Shell introduced Stephanie Robinson, the new Director of the Combined Emergency Communications Center department. Commissioner Ingalsbe thanked her for her service. Stephanie Robinson thanked the Court for the opportunity.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to establish an operating budget for the Combined Emergency Communications Center (CECC) department and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38737 Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2024.



Vickie Dorsett, Hays County Budget Officer, spoke about the upcoming FY24 budget calendar.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve a preliminary Hays County budget calendar for Fiscal Year 2024.

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

5 - 0 Passed - Unanimously

38738 Discussion and possible action to authorize the Commissioner Pct. 2 Office to submit Community Project Funding requests to the House Appropriations Committee through Congressman Greg Casar, 35th District of Texas.

Judge Becerra spoke about his excitement for this project. Commissioner Cohen spoke about various projects, including a ladder for the Kyle Fire Department and a community center on the East side of the County. Commissioner Smith spoke about his experience on this Congressional Committee and offered his assistance in the submission process.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to authorize the Commissioner Pct. 2 Office to submit Community Project Funding requests to the House Appropriations Committee through Congressman Greg Casar, 35th District of Texas.

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

5 - 0 Passed - Unanimously

38739 Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contracts with Choice Partners Cooperative for the 2022-2023 school year.

Commissioner Ingalsbe stated this is a yearly agreement.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contracts with Choice Partners Cooperative for the 2022-2023 school year.

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

5 - 0 Passed - Unanimously

Discussion and possible action to adopt the use of Texas Local Government Code 232.110; and to direct staff towards implementation.

Elaine Cardenas, County Clerk, read an emailed public comment from Ann Clearkin asking for a delay in the approval of the resolution until more information can be provided to residents. Carrie Napiorkowski made a public comment against the construction of an amphitheater and the effects it may have on traffic and safety. Commissioner Smith explained the resolution and the process of passing an ordinance that would set standards for use of this statute. Mark Kennedy, General Counsel, clarified this resolution provides direction to staff. Commissioner Smith spoke about the impact this would have on Hays County. Commissioner Smith and Carrie Napiorkowski discussed the need for a feasibility study and safety concerns. Commissioner Shell asked for more time before voting. No action taken.

38740 Discussion and possible action to award a contract for IFB 2023-B13 Contractor for IT-Elections Building Renovation to Trimbuilt Construction, Inc., \$1,088,798.73 and amend the budget accordingly.

Jennifer Doinoff, Elections Administrator, provided additional information about the bid received. Commissioner Shell reminded the Court it was known that the building would need to be modified when it was purchased, and there will be future bids for electrical, HVAC, and plumbing work, which is being contracted separately.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to award a contract for IFB 2023-B13 Contractor for IT-Elections Building Renovation to Trimbuilt Construction, Inc., \$1,088,798.73 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously



38741 Discussion regarding the proposed Mission Oaks Development Agreement; and possible action to consider tabling the item for a later date.

Commissioner Smith explained he would like to delay this item while the agreement is being worked on. Mark Kennedy, General Counsel, clarified the rules for posting notices and asked Commissioner Smith to identify a future court date for this.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to table the proposed Mission Oaks Development Agreement until March 28, 2023.

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

5 - 0 Passed - Unanimously

Discussion and possible action regarding the contract between Hays County and McCreary, Veselka, Bragg, and Allen, PC for delinquent collections.

Mark Kennedy, General Counsel, explained this item is needed in order for the contract for delinquency collection for District and County Courts at Law to open for bids and not auto-renew. Stacy Gold, Shareholder with McCreary, Veselka, Bragg, and Allen, asked for the item to be tabled to give adequate time to prepare for discussion. Daphne Tenorio, Hays County Treasurer, spoke against auto-renewing contracts and about the importance of receiving competitive bids. No action taken.

38742 Discussion and possible action to approve a resolution in support of the creation of a District Court within Hays County.

Commissioner Shell explained the County has done this in the past. Commissioner Smith suggested looking at County Court at Law courts in the future as well.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve a resolution in support of the creation of a District Court within Hays County.

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

5 - 0 Passed - Unanimously

38743 Discussion and possible action to award RFP 2023-P04 Countywide Electrical to CT Electric and authorize staff and General Counsel to negotiate a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to award RFP 2023-P04 Countywide Electrical to CT Electric and authorize staff and General Counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 3:33 p.m. and resumed back into open court at 3:46 p.m.

38744 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 & 2. Possible discussion and/or action may follow in open court.

Commissioner Ingalsbe explained that since this is a "whole take", the landowner will be relocating to another location, yet to be determined.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize execution of a Purchase Agreement for Parcel 66 of the Windy Hill project located in Precinct 1, owned by Augustin Gonzalez, as presented in Executive Session; to authorize counsel to execute all documents incidental to closing; and to authorize staff and consultants to carry out the process of providing relocation services and support to landowner, using TXDOT standards to do so.

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

5 - 0 Passed - Unanimously



A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize execution of a Purchase Agreement for Parcel 38 of the Windy Hill project located in Precinct 2, owned by Thomas and Theresa Lemman, as presented in Executive Session; and to authorize counsel to execute all documents incidental to closing.

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

5 - 0 Passed - Unanimously

38745 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 Darden Hill Road in Pct. 4. Possible discussion and/or action may follow in open court.

Commissioner Smith stated this is for 2.595 acres of property that will help service Phase II of the Darden Hill project, and in return, Hays County contractors will build the roundabout project to help service the school onsite.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize execution of a Right of Way Agreement for the Darden Hill Roundabout project between Dripping Springs Independent School District and Hays County, as presented in Executive Session; to authorize execution of Right of Way License Agreement between the same parties; and to authorize counsel to execute all documents incidental to closing.

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

5 - 0 Passed - Unanimously

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

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 615 for the week of March 5, 2023, with a peak of 625 inmates on March 10, 2023. The estimated cost for outsourcing inmates this week was \$163,700. The average number of outsourced males is 249 and females is 13. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 28.

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

Clerk's Note Agenda Item #M-4 RE: *Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). - WAS PULLED.*

Updates of community health assessment by local health department.

Matthew Gonzales, Health Equity and Community Engagement Program Manager with the Hays County Local Health Department, spoke about the recently held Community Visioning Session and the Vision Statement that was created as a result, upcoming assessments, and outreach efforts.

Clerk's Note Agenda Item #M-6 RE: *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. - WAS PULLED.*

Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director Pre-Trial Services Randy Focken.




Randy Focken, Director of Court and Pre-Trial Services, introduced the new Assistant Director, Albert Sierra, and updated the Court on the progress of the newly formed department. He spoke about how the delays with the salary study have impacted the office and its ability to recruit employees. He praised Jeff McGill, the Director of Information Technology, for his commitment and involvement in developing the technological aspect of the department. He spoke about the need for more mental health services and specialists, his collaboration with other department heads and elected officials, risk assessments, and diversion programs. He provided a target month of May for starting inmate interviews.

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 3:48 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MARCH 14, 2023.




ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS





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

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the March 31, 2023 payroll disbursements in an amount not to exceed \$4,500,000.00 effective March 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**

Summary



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to purchase and install two new Herman Miller cubicle spaces valued at \$13,354.01 for the Development Services Office. **INGALSBE/T.CRUMLEY**

Summary:

Building Maintenance/Development Services were approved \$9,000 in the FY23 budget to purchase two additional cubicle spaces for staff work areas. Building Maintenance secured a quote from Herman Miller - the vendor who supplied the current cubicles and office furniture being used at the Development Services Office - and received a quote under the Herman Miller OMNI Partners Cooperative contract #2020000622. The quote is over the amount approved in the FY23 budget, and Building Maintenance would like to request that the difference come from the savings of other Miscellaneous Capital Improvement projects that Building Maintenance has come in under budget on so far this fiscal year, such as the Kyle WIC roof replacement project.

Fiscal Impact:

Amount Requested: \$13,354.01

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: Funding is available in this Special Revenue Fund to cover the difference in cost.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, OMNI Partners Cooperative Contract #2020000622

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

New Revenue Y/N?: N/A

Comments:

Attachments

FY23 Approved Budget

Revised Herman Miller Quote

FY 2023 Capital Equipment & Projects - Commissioners' Court Adopted

Budget Year 2023

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

Quote# SM230008
HAYS COUNTY / ROAD DEPT
OMNIA PARTNERS COOPERATIVE: 2020000622
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
Alias 1: Herman Miller				
1	6	232092-		
		+Lock Plug and Key,Black UM Series		
		Key Number 226 +key number 226		
			<i>List:</i>	\$0.00
			<i>Sell:</i>	\$0.00
			<i>Sell Discount %:</i>	64.00
2	6	232092-		
		+Lock Plug and Key,Black UM Series		
		Key Number 227 +key number 227		
			<i>List:</i>	\$0.00
			<i>Sell:</i>	\$0.00
			<i>Sell Discount %:</i>	64.00
3	1	A1311.A		
		+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg		
		Receptacle Finish MT +medium tone		
			<i>List:</i>	\$304.00
			<i>Sell:</i>	\$89.68
			<i>Sell Discount %:</i>	70.50
4	1	A1311.C		
		+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg		
		Receptacle Finish MT +medium tone		
			<i>List:</i>	\$304.00
			<i>Sell:</i>	\$89.68
			<i>Sell Discount %:</i>	70.50
5	4	A3410.1648		
		+Tackboard,B-Style 16H 48W		
		Surface Finish 4N +horizon-Pr Cat 2		
		4N_Colors 08 +horizon haystack		
			<i>List:</i>	\$326.00
			<i>Sell:</i>	\$96.17
			<i>Sell Discount %:</i>	70.50
6	4	A3810.148PL		
		+F-Style Sliding Door Storage Unit,Ptd Door,Lock 15H 48W		
		Lock Option KA +keyed alike		
		Case Finish MT +medium tone		
		Door Finish MT +medium tone		
		Pull Finish CL +cool grey neutral		
			<i>List:</i>	\$741.00
			<i>Sell:</i>	\$218.60
			<i>Sell Discount %:</i>	70.50
7	2	A8120.6748G		
		+Panel,Fabric,Thin Base 4-Circ W/Com Pt Lc 67H 48W		
		Trim/Top Cap Finish MT +medium tone		
		Table Management Finish MT +medium tone		
		Surface Finish Side 1 4N +horizon-Pr Cat 2		
		4N_Colors 08 +horizon haystack		
		Surface Finish Side 2 4N +horizon-Pr Cat 2		
		4N_Colors 08 +horizon haystack		
			<i>List:</i>	\$1,456.00
			<i>Sell:</i>	\$429.52
			<i>Sell Discount %:</i>	70.50
8	6	A8164.6748N		
		+Panel,Partial-Glazed,Thin Base Npwr 67H 48W		
		Glazing Finish TR +clear		
		Trim/Top Cap Finish MT +medium tone		
		Table Management Finish MT +medium tone		
		Surface Finish Side 1 4N +horizon-Pr Cat 2		
		4N_Colors 08 +horizon haystack		
		Surface Finish Side 2 4N +horizon-Pr Cat 2		
		4N_Colors 08 +horizon haystack		
			<i>List:</i>	\$2,542.00
			<i>Sell:</i>	\$749.89
			<i>Sell Discount %:</i>	70.50
9	2	A8230.67H		
			<i>List:</i>	\$399.00
				\$798.00

Quote# SM230008
HAYS COUNTY / ROAD DEPT
OMNIA PARTNERS COOPERATIVE: 2020000622
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Conn,3-Way 90 Deg,Thin Base Hard 67H	<i>Sell:</i> \$117.71	\$235.42
			<i>Sell Discount %:</i> 70.50	
		Surface Finish MT +medium tone		
		Table Management Finish MT +medium tone		
10	1	A8240.67H	<i>List:</i> \$512.00	\$512.00
		+Conn,4-Way 90 Deg,Thin Base 67H	<i>Sell:</i> \$151.04	\$151.04
			<i>Sell Discount %:</i> 70.50	
		Surface Finish MT +medium tone		
		Table Management Finish MT +medium tone		
11	4	A8271.67H	<i>List:</i> \$90.00	\$360.00
		+Fin End,Thin Base 67H	<i>Sell:</i> \$26.55	\$106.20
			<i>Sell Discount %:</i> 70.50	
		Surface Finish MT +medium tone		
		Table Management Finish MT +medium tone		
12	1	A8342.	<i>List:</i> \$48.00	\$48.00
		+Pwr Harness Extender,Thin Base	<i>Sell:</i> \$14.16	\$14.16
			<i>Sell Discount %:</i> 70.50	
13	3	AO215.62	<i>List:</i> \$43.00	\$129.00
		+Draw Rod 62H	<i>Sell:</i> \$12.69	\$38.07
			<i>Sell Discount %:</i> 70.50	
14	4	G6170.48S	<i>List:</i> \$515.00	\$2,060.00
		+Under Shf LED Task Light,48" w,for Action Office or Ethospace Systems or Canvas	<i>Sell:</i> \$151.93	\$607.72
			<i>Sell Discount %:</i> 70.50	
		Surface Finish MT +medium tone		
15	2	LW100.20BBF	<i>List:</i> \$781.00	\$1,562.00
		+Ped W-Pull,Freestd 20D B/B/F	<i>Sell:</i> \$259.29	\$518.58
			<i>Sell Discount %:</i> 66.80	
		Slides SR +3/4-extension roller slides on box drawer, full-extension ball bearing on file c		
		Paint/Steel Type SS +smooth paint on smooth steel		
		Surface Finish MT +medium tone		
		Lock KA +keyed alike		
		Base Height 1F +standard height		
		Drawer Interior 2M +drawer divider in box drawers, 2 file converters in file drawer		
16	1	LW300.46LS	<i>List:</i> \$3,064.00	\$3,064.00
		+Stg Twr,W-Pull,Stor Case Wdrb Lft,B/B/F, 46H	<i>Sell:</i> \$1,017.25	\$1,017.25
			<i>Sell Discount %:</i> 66.80	
		Slides SB +full-extension ball-bearing		
		Paint/Steel Type SS +smooth paint on smooth steel		
		Surface Finish MT +medium tone		
		Lock KA +keyed alike		
		Wardrobe Interior CH +coat hook		
		Drawer Interior 2M +drawer divider in box drawers, 2 file converters in file drawer		
17	1	LW300.46RS	<i>List:</i> \$3,064.00	\$3,064.00
		+Stg Twr,W-Pull,Stor Case Wdrb Rt,B/B/F, 46H	<i>Sell:</i> \$1,017.25	\$1,017.25
			<i>Sell Discount %:</i> 66.80	
		Slides SB +full-extension ball-bearing		
		Paint/Steel Type SS +smooth paint on smooth steel		
		Surface Finish MT +medium tone		
		Lock KA +keyed alike		

Quote# SM230008
HAYS COUNTY / ROAD DEPT
OMNIA PARTNERS COOPERATIVE: 2020000622
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended		
18	2	Z2RLA				
		Wardrobe Interior	CH	+ coat hook		
		Drawer Interior	2M	+ drawer divider in box drawers, 2 file converters in file drawer		
		Squared Vinyl Edge Rect WS Lam Top				
		List:	\$550.00	\$1,100.00		
		Sell:	\$162.25	\$324.50		
		Sell Discount %:	70.50			
19	2	Z2RLA				
		Squared Vinyl Edge Rect WS Lam Top				
				List:	\$1,300.00	\$2,600.00
				Sell:	\$383.50	\$767.00
				Sell Discount %:	70.50	
			Subtotal:	List: \$38,337.00		
				Sell: \$11,594.01		
Alias 1: Services						
20	1	DESIGN				
		Design Services				
		List:	\$800.00	\$800.00		
		Sell:	\$800.00	\$800.00		
		Sell Discount %:	0.00			
21	1	INSTALL	10 hrs x \$80/hr			
				List:	\$960.00	\$960.00
		Receive deliver and install during normal business hours				
			Sell:	\$960.00	\$960.00	
			Sell Discount %:	0.00		
			16 hrs x \$60/hr			
			Subtotal:	List: \$1,760.00		
				Sell: \$1,760.00		
			Total:	List: \$40,097.00		
				Sell: \$13,354.01		



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to replace the 12.5 ton HVAC rooftop unit #3 (RTU-3) at the Hays County Courthouse in the amount of \$29,476.64 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

RTU-3 at the Hays County Courthouse has failed due to a cracked heat exchanger. The cracked heat exchanger is what caused the gas leak in the courthouse several weeks back. The heat exchanger for this unit is obsolete and cannot be replaced. The unit is over 15 years old. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement in the amount of \$29,476.64. This price also includes the cost of a crane rental and the fee for closing of Hopkins Street the day of the installation.

Fiscal Impact:

Amount Requested: \$29,476.64

Line Item Number: 170-657-00.5719_700

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: Unit was not budgeted to be replaced, possible funding source IIF Fund.

\$29,477 - Increase Misc. Equipment_Capital 170-657-00.5719_700

(\$29,477) - 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 Service County Wide

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote

SI Mechanical Quote (2nd Quote)



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

Date: March 1, 2023
Quote No: 018021
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

Scope of Services:

JM Engineering will replace RTU-3 at the Hays County Courthouse due to a cracked heat exchanger. Because of the age of the unit, replacement is recommended over repair. Work will include installation of the unit, startup and commissioning of the new units, 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 City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	29.0		\$	2,632.04
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
Subtotal	29.0	0	\$	2,632.04
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
RTU, Crane Rental, HVAC Supplies and Misc.	1.20	EA	\$ 22,220.00	\$ 26,664.00
Road Closure Permit	1.20	EA	\$ 88.00	\$ 105.60
Subtotal				\$ 26,844.60
GRAND TOTAL			\$	29,476.64

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



TACLA00045892C
M-40866
BuyBoard# 638-21

Proposal Date:
February 8, 2023

Proposal

To: Hays County - Historical Courthouse
Attn: Chirs Deichmann & Lisa Griffin
Re: 12.5-Ton RTU Replacement

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 12.5-Ton RTU	\$26,882.10	25%	\$20,161.58	1	\$20,161.58
3	Freight	\$150.00	0%	\$150.00	1	\$150.00
4	Miscellaneous	\$800.00	0%	\$800.00	1	\$800.00
Total Parts.....						\$21,111.58

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: \$34,049.55
Tax 8.25% \$0.00
Total Price \$34,049.55

Scope of Work:

1. Furnish and install: (1) 12.5-Ton 208-230v/3ph/60hz Trane RTU & Misc. Materials
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect and remove existng 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.

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
Office# 512-593-6001 ext. 103
Cell# 512-423-2970



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: 03/28/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the acceptance of a grant award to the Hays County Sheriff's Office from the NRA (National Rifle Association) in the amount of \$16,000.00 for training ammunition. **INGALSBE/T.CRUMLEY**

Summary

The Hays County Sheriff's Office has been awarded training ammunition from the NRA Foundation (National Rifle Association). On September 20, 2022, the court authorized the submission of a grant application for the Hays County Sheriff's Office to receive training ammunition. The total amount of funding is \$16,000 and will consist of 10 cases of 5.56 62 Grain Training ammo, and 19 cases of 9mm 115 Grain Training ammo. No match is required.

Attachments

Grant Award



WELCOME TO THE GRANT CLAIM WEBSITE



This is for:

Hays County Sherrifs Office (TX)

If this is correct, please click the button
below to continue.

CONTINUE

If this is not your organization, please
contact us immediately at
grantprogram@nrahq.org.

CONTACT US

© Copyright 2023 National Rifle Association
11250 Waples Mill Road, Fairfax, VA 22030



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the filing of Treasurer Daphne Tenorio's Continuing Education Certificates to include New Treasurers' Seminar, Open Meetings Act completion and Public Information Act completion. **BECERRA/TENORIO**

Summary

New Treasurers' Seminar (required by Local Government Code Section 83.003); Public Information Act (required by Government Code Section 552.012); Open Meetings Act (required by Government Code Section 551.005).

Attachments

Training Certificates

Texas Association of Counties
Certificate of Attendance
presented to

Hon. Daphne Tenorio
Hays County

for completion of educational instruction during the

2022 New Treasurers' Seminar

November 30 - December 2 • Embassy Suites Denton Convention Center • Denton



Honorable Gayla Hawkins, President
County Treasurers' Association of Texas



Honorable Dianna Spieker, Chair
Certification and Validation Committee

Daphne Tenorio

From: Office of the Attorney General <noreply@texasattorneygeneral.gov>
Sent: Saturday, March 4, 2023 11:52 AM
To: Daphne Tenorio
Subject: Public Information Act Training Confirmation and Certificate

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Daphne Tenorio**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 4th of March, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

Daphne Tenorio

From: Office of the Attorney General <noreply@texasattorneygeneral.gov>
Sent: Saturday, March 4, 2023 11:54 AM
To: Daphne Tenorio
Subject: Open Meetings Act Training Confirmation and Certificate

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Daphne Tenorio**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 4th of March, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Constable Peterson

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve and confirm the appointment of Jason Hatch, Shaun Booth, Erica Saenz, Tyvester Neal, Alberto Rodriguez, Frank Rodriguez, Teddy Grabarkewitz as regular full-time Deputy Constable's in the Hays County Constable Precinct 1 Office. **INGALSBE/PETERSON**

Summary

Deputies Jason Hatch, Shaun Booth, Erica Saenz are transferred positions from the Sheriff's Office. Tyvester Neal, Alberto Rodriguez, Frank Rodriguez, and Teddy Grabarkewitz are filling three open transferred positions from the Sheriff's office and one will fill the budgetary approved position in the Constable, Precinct 1 Office.

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
 - (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
 - (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or surety. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
 - (d) A person commits an offense if the person:
 - (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioner's court.
 - (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000
-



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the execution of the Dripping Springs Space Needs Assessment Phase 1 Additional Services agreement between Hays County and HDR Architectural Inc. in the amount of \$6,500.00 related to a long-term space needs assessment for the Precinct 4 offices that was originally executed on or about August 2, 2022 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**

Summary:

Phase 1 of the Dripping Springs Facility Space Needs Study was recently completed, and there were a few items/tasks that led to a fee overage of the original amount of \$34,460. The overage totals \$13,894.74, but HDR is willing to "split the difference" and asking the County to pay \$6,500.

Fiscal Impact:

Amount Requested: \$6,500

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for professional services.

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

New Revenue Y/N?: N/A

Comments:

Attachments

Phase 1 Additional Fee



February 14, 2023

Mr. Walt Smith
Hays County, Commissioner Pct. 4
195 Roger Hanks Parkway
Dripping Springs, Texas 78620

Re: Additional Services – Space Needs Assessment, Phase 1

Dear Commissioner Smith,

We've recently completed Phase 1 of our proposal that was dated July 22, 2022 for the Facility Space Needs Study for Hays County. In doing so there were a few items/tasks that led to a fee overage for the original amount of \$34,460.00

Our **Additional Services** are based upon the following items/tasks:

Items/Tasks that led to HDR exceeding the original Phase 1, Facility Needs Study

Items outside the Original Scope

- a. The original schedule duration for Tasks One thru Three was 6 weeks. From early October 2022 thru the later part of November 2022 – for over 7 weeks the project went on hold.
- b. There was an extra adjacency plan that was created. It included adding the Sheriff's Spaces to the overall floor plan layouts. It was later decided that the best location for the Sheriff's future growth would be to create a layout for Pct. 4 that would just be for law enforcement.
- c. Colored Blocks were created of each room/space as identified in the latest Program. Creating the blocks was not part of the scope of services
- d. On January 11 and 12, Blocking meetings were held in San Marcos and Dripping Springs with staff from each of the twelve (12) departments. This wasn't identified as part of the Phase 1 scope of services, but was hugely successful and necessary to gain better insight from staff on their vision and how theirs spaces/areas should be laid out and flow.

Below are the accrued fee overages for Phase 1, Facility Needs Study

Hays County Needs Assessment

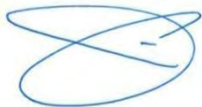
Overage of January Invoice	\$ 6,333.74	
3 hours not invoiced for 2022	\$ 861.00	(Chris 2022 rate of \$287 x 3)
20 hours of Chris this week	\$ 6,700.00	(Chris 2023 rate of \$335)
	\$13,894.74	

Additional Fee Summary

As a valued client, we propose to "split the difference" for the above fee overage of \$13,894.74 with Hays County. We are seeking additional fee of **\$6,500.00 , for the above Items A thru D** If approved, we will invoice this amount with our final invoice for Phase 1, Facility Needs Study.

We appreciate the opportunity to assist Hays County and will continue our role as a trusted advisor. Please call me at 832.316.5241 should you have any questions regarding this proposed fee.

Sincerely,
HDR Architecture, Inc.



Chris Casey, AIA, LEED AP
Civic Principal / Architect



Chad W. Anderson, AIA, LEED AP BD+C Associate
Vice President

cc: file

Approved:
Authorized signature on behalf of Hays County:

Printed Name: _____

Title: _____

Date: _____



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to support the Department of Sociology at Texas State University with their mental health dashboard focus groups by using \$300.00 of the County Judge's budgeted Community Program funds and approve disbursement of funds. **BECERRA**

Summary:

Fiscal Impact:

Amount Requested: \$300

Line Item Number: 001-600-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

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

New Revenue Y/N?: N/A

Comments:

Attachments

TXST Focus Groups Request Letter



March 10, 2023

Honorable Judge Ruben Becerra
Hays County, Texas

Dear Judge Becerra:

My name is Deborah Harris, and I am a Sociology professor at Texas State University. I am following up on a conversation between my colleague, Gloria Martinez, and a member of your staff regarding our upcoming state of Texas mental health dashboard focus groups. I am serving as the project manager of this study, which will involve hosting four focus groups in Hays County to learn more about the mental health landscape in the community, as well as test out a new dashboard tool that can help providers identify local resources for their clients. The focus groups will take place March 24, March 31st, April 14th, and April 21st at the San Marcos Public Library.

We would like to offer some light refreshments to our participants and were hoping that your office would be willing to help with those costs. We anticipate the cost to be approximately \$300, although we would appreciate any contribution your office would be willing to make. If you have any additional questions about the project or how it would benefit Hays County, please do feel free to reach out at the email below. Thank you for your time and consideration.

Sincerely,

Deborah A. Harris
Professor of Sociology
Texas State University
Dh57@txstate.edu

DEPARTMENT OF SOCIOLOGY

601 University Drive | Building and Suite | San Marcos, Texas 78666

phone: 512.245.2113 | *fax:* 512.245.8362 | WWW.SOCI.TXSTATE.EDU

This letter is an electronic communication from Texas State University.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a no-cost extension to the Department of State Health Services, COVID-19 Health Disparities Grant contract. **INGALSBE/T.CRUMLEY**

Summary:

This one-time, no-cost extension extends the life of the DSHS COVID-19 Health Disparities Grant contract from May 31, 2023 to May 31, 2024. The contract was originally executed on September 14, 2021. This extension does not alter the budget or add any additional funds. It only gives Hays County an additional 12 months to spend the existing funds.

Contract Number: HHS001057600024

Revised Grant Period: 9/14/2021 - 5/31/2024

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-155]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

COVID-19 Health Disparities Amendment 1

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600024
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS”) and **HAYS COUNTY HEALTH DEPARTMENT** (“Grantee”), Parties to that certain COVID-19 Health Disparities Program Contract, effective September 14, 2021, and denominated as DSHS Contract No. HHS001057600024 (the “Contract”), now want to amend the Contract.

Whereas, the Parties want to extend the term of the Contract to allow for successful completion of the Project; and

Whereas, the Parties want to revise the statement of work, uniform terms and conditions, and the contract affirmations.

The Parties therefore agree as follows:

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of May 31, 2024.
2. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is deleted and replaced in its entirety with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. **ATTACHMENT C** of the Contract, **HHS UNIFORM TERMS AND CONDITIONS – GRANT**, is deleted and replaced in its entirety with **ATTACHMENT C-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.2**.
5. **ATTACHMENT D** of the Contract, **HHS CONTRACT AFFIRMATIONS**, is deleted and replaced in its entirety with **ATTACHMENT D-1, HHS CONTRACT AFFIRMATIONS, v. 2.2**.
6. This Amendment shall be effective as of June 1, 2023.
7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
8. Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page to follow

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS001057600024**

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Name: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

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

ATTACHMENT A-1 - REVISED STATEMENT OF WORK

ATTACHMENT C-1 - HHS UNIFORM TERMS AND CONDITION- GRANT, v. 3.2

ATTACHMENT D-1 - HHS CONTRACT AFFIRMATIONS, v. 2.2

ATTACHMENTS FOLLOW

ATTACHMENT A-1: REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those targeted communities, Grantee will conduct the following activities:

- A. Submit a workplan within 30 days of the amendment effective date to System Agency outlining activities to be conducted through May 31, 2024, and how they will be accomplished. System Agency will provide templates and technical assistance.
- B. Identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.
- C. Identify and target communities disproportionately impacted by COVID-19. Grantee will specify how the target communities were identified and report the disproportionately impacted communities that will be targeted in the Grantee workplan.
- D. Engage targeted communities disproportionately impacted by COVID-19 through:
 1. Establishing rapport and developing relationships by spending time in the community and building trust through outreach activities.
 2. Listening to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
 3. Developing a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency no later than April 30, 2024.
- E. Build sustainable relationships in targeted communities disproportionately impacted by COVID-19 through:
 1. Identifying and engaging community partners (e.g., hospitals, clinics, Federally Qualified Health Centers, community-based organizations, faith-based organizations, and social service agencies).
 2. Building cross-sector partnerships (e.g., public health, healthcare, and social services) by meeting with identified partners. The frequency of those meetings will be identified in the Grantee workplan.
 3. Documenting community partners by creating a list of partners interested in working on and addressing health disparity initiatives. This list will be shared with System Agency through the Smartsheet-based Partnership Directory Intake Form.

- F. Work with targeted communities to identify and document ideas on how to increase COVID-19 and influenza vaccination rates and address non-medical drivers of health in targeted communities.
- G. Work with targeted communities to design an intervention aimed at addressing a community need identified through community engagement. This intervention should target one or more risk factors or unmet needs that contributed to the community's vulnerability to COVID-19. The intervention design will be shared with System Agency no later than April 30, 2024.
- H. Develop and implement information sharing and learning opportunities with the targeted communities.
- I. Participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after contract execution. This includes brief evaluation activities, such as surveys and short interviews.
- J. Submit a monthly program report on the report template to be provided by System Agency by the 15th of each month for the previous month's activities. Submit reports through the Smartsheet form provided by System Agency.
- K. Submit at least one success story no later than May 31, 2024. First drafts of the success story will be due no later than March 1, 2024. System Agency will provide templates and technical assistance.
- L. Grantee must consult and receive approval with System Agency on any peer-reviewed publications resulting from this Contract prior to submission to the journal or other publisher and provide reasonable time and opportunity for review and approval by System Agency. Note: publications are not a requirement of this scope of work.
- M. Grantee may not use funds for construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
 - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. The Voucher and the supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

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

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B-1, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit the Financial Status Report (FSR-269A) at two reporting intervals during the contract term. The FSR's will be submitted bi-annually as outlined below and in alignment with the term of this contract. The bi-annual periods are as follows:

Reporting Period	FSR Due Date
June 1 through November 30	December 31, 2023
December 1 through May 31	July 15, 2024

Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses for a month are required to submit timely "zero" dollar invoices. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously.

Grantee must submit a final close out invoice no later than 45 days following the end of the term of the contract. Invoices received more than 45 days following the end of the term of the contract are subject to denial of payment.

**ATTACHMENT B-1
REVISED BUDGET****CONTRACT No. HHS001057600024**

PERSONNEL	\$157,972.00
FRINGE BENEFITS	\$65,879.00
TRAVEL	\$4,300.00
EQUIPMENT	\$0.00
SUPPLIES	\$17,188.00
CONTRACTUAL	\$51,000.00
OTHER	\$103,661.00
TOTAL DIRECT CHARGES	\$400,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$400,000.00



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

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

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

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

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

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

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

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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

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

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

- B. “Overpayments” as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee’s repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

threshold amount includes federal funds passed through by way of state agency awards.

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

- A. Audits.
- Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.
- B. Financial Statements.
- Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

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

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

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

5.2 GENERAL AFFIRMATIONS

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

5.3 FEDERAL ASSURANCES

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

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

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

6.7 SYSTEM AGENCY DATA

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

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

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

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

7.4 EQUIPMENT AND PROPERTY

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

Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized

representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

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

9.3 TERMINATION FOR CAUSE

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

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

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

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

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

9.5 INHERENTLY RELIGIOUS ACTIVITIES

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

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.**

10.2 INTELLECTUAL PROPERTY

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

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM**

AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

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

11.2 NO QUANTITY GUARANTEES

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

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**

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

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

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

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:

- i. Make public policy on behalf of the System Agency;
- ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
- iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the

System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

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

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

- participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
 - E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
 - G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
 HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 Fax: (512) 438-5885
 Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

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

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

11.27 NO THIRD PARTY BENEFICIARIES

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

11.28 BINDING EFFECT

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

HEALTH AND HUMAN SERVICES
Contract Number HHS001057600024
Attachment D1CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

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

29. Antitrust

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

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

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

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

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

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

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

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

Signature Page Follows

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

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

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

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

Certificate Of Completion

Envelope Id: 31CBDAF001F94CFA92CF876678CD1069

Status: Sent

Subject: Please Sign with DocuSign: HHS001057600024, Hays County Health Department - A1

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Document Pages: 48

Signatures: 0

Envelope Originator:

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Vickie Dorsett

Sent: 3/16/2023 9:46:01 AM

vickie.dorsett@co.hays.tx.us

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

Not Offered via DocuSign

Judge Ruben Becerra

judge.becerra@co.hays.tx.us

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

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

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

Susana Garcia

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

Accepted: 3/15/2023 2:13:34 PM

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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

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Stephen Pont

Stephen.Pont@dshs.texas.gov

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

Accepted: 3/10/2023 3:51:52 PM

ID: bc64f2a2-9f6f-46d6-81dc-23e90ebff16c

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

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

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



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Transportation Department to purchase one new vehicle error code scanner from Snap-On Industrial in the amount of \$2,859.16 and amend the budget accordingly. **SHELL/BORCHERDING**

Summary:

This diagnostic tool is needed to diagnose and clear error codes on the Transportation Fleet. Funds are available within the operating budget for this purchase.

Fiscal Impact:

Amount Requested: \$2,859.16

Line Item Number: 020-710-00.5719_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,860 - Increase Misc. Equipment_Operation 020-710-00.5719_400

(2,860) - Decrease Road Materials 020-710-00.5351

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Sourcewell Contract 013020-SNP

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Vehicle Scanner Quote



Government Quote

Sourcewell contract ID#: 013020-SNP

Submit to Snap-on Industrial,
A Division of IDSC Holdings LLC
21755 Network Place
Chicago, IL 60673-1227

Government Quote Number IMP-001065657
Government Quote Date 3/16/2023
Government Quote Expiration Date 5/15/2023
Customer Name HAYS, COUNTY OF, TX
ROAD DEPARTMENT
Customer BP 201083481
Contact Name Norm Selbig
Email norman.selbig@co.hays.tx.us
Phone Number (512) 393-7389
Sales Rep BLANKMAN, RUSSELL S
Mobile # 210-274-9172
Email Address Russell.S.Blankman@snapon.com
Customer Reference Norm Selbig

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201083481
HAYS, COUNTY OF, TX ROAD
DEPARTMENT
2171 YARRINGTON RD
SAN MARCOS TX 78666
Bill to -

Line Number	Part Number	Description	Quantity	Unit Net Price	Line Total
1	EEHD189090TT	PROLINK EDGE TRADE TRAN	1	\$2,859.16	\$2,859.16
			Total Weight	12.00 lbs	
			Sub Total	\$2,859.16	
			Shipping	\$0.00	
			Tax	\$0.00	
				Grand Total	\$2,859.16

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

Items on Snap-on's GSA Multiple Award Schedule (MAS) contract are designated as "332510,332510C,332510S" in the SIN column. Items that have either the "NON-FSS" or "ABL-ONE" designation or no designation are not available under Snap-on's MAS contract. Such items are being sold outside of the MAS process under other procurement authority, such as Federal Acquisition Regulation (FAR) Subpart 13.2 (micro-purchase) or FAR Subpart 13.3 (simplified acquisition).

GSA Contract: 47QSHA19D005N SAM UEI: SJL9Q452QBL5 Cage Code: 55719 Federal ID: 36-4070294

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.



Government Quote

Submit to Snap-on Industrial,
A Division of IDSC Holdings LLC
21755 Network Place
Chicago, IL 60673-1227

Government Quote Number IMP-001084642
Government Quote Date 2/28/2023
Government Quote Expiration Date 4/29/2023
Customer Name HAYS, COUNTY OF, TX
ROAD DEPARTMENT
Customer BP 201083481
Contact Name Norm Selbig
Email norman.selbig@co.hays.tx.us
Phone Number (512) 393-7389
Sales Rep BLANKMAN, RUSSELL S
Mobile # 210-274-9172
Email Address Russell.S.Blankman@snapon.com
Customer Reference Norm Selbig

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201083481
HAYS, COUNTY OF, TX ROAD
DEPARTMENT
2171 YARRINGTON RD
SAN MARCOS TX 78666
Bill to -

Line Number	Part Number	Description	Quantity	Unit Net Price	Line Total
1	EEHD189090	PRO-LINK EDGE STARTER KIT	1	\$3,184.23	\$3,184.23
2	EEHD849005	ALLISON SW SUITE PROLINK EDGE	1	\$735.11	\$735.11
3	EEHD849024	CAT SW SUITE PROLINK EDGE	1	\$1,163.61	\$1,163.61
4	EEHD842003	CUMMINS V4 EDGE	1	\$964.13	\$964.13
5	EEHD842015	DETROIT DIESEL EDGE SUITE V2	1	\$1,163.61	\$1,163.61
6	EEHD842021	ABS EDGE V2	1	\$1,225.67	\$1,225.67
7	EEHD849025	HINO SW SUITE PROLINK EDGE	1	\$720.33	\$720.33
8	EEHD842011	VOLVO MACK EDGE V4	1	\$664.92	\$664.92

Total Weight 19.00 lbs
Sub Total \$9,821.61
Shipping \$0.00
Tax \$0.00

Grand Total \$9,821.61

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

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GSA Contract: 47QSHA19D005N SAM UEI: SJL9Q452QBL5 Cage Code: 55719 Federal ID: 36-4070294

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most



Government Quote

Sourcwell contract ID#: 013020-SNP

Submit to Snap-on Industrial,
A Division of IDSC Holdings LLC
21755 Network Place
Chicago, IL 60673-1227

Government Quote Number IMP-001073943
Government Quote Date 2/8/2023
Government Quote Expiration Date 4/9/2023
Customer Name HAYS, COUNTY OF, TX
ROAD DEPARTMENT
Customer BP 201083481
Contact Name Norm Selbig
Email norman.selbig@co.hays.tx.us
Phone Number (512) 393-7389
Sales Rep BLANKMAN, RUSSELL S
Mobile # 210-274-9172
Email Address Russell.S.Blankman@snapon.com
Customer Reference Norm Selbig

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201083481
HAYS, COUNTY OF, TX ROAD
DEPARTMENT
2171 YARRINGTON RD
SAN MARCOS TX 78666
Bill to -

*Need cummins update
also Price just for LMT update*

Line Number	Part Number	Description	Quantity	Unit Net Price	Line Total
1	EEHD861048	LMT 2021 ULTRA LIVE AUG2021	1	\$1,001.07	\$1,001.07

Notes: Superseded item EEHD869048

Total Weight 1.00 lbs
Sub Total \$1,001.07
Shipping \$0.00
Tax \$0.00

Grand Total \$1,001.07

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

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GSA Contract: 47QSHA19D005N SAM UEI: SJL9Q452QBL5 Cage Code: 55719 Federal ID: 36-4070294

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*Please provide vendor and pricing information to customer service on this part number.



Snap-on

EEHD189090TT

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- Modernized screen layout, intuitive icons and a high resolution 10.1" daylight readable touchscreen
- Support for external printers, keyboards, mice and select touchscreen monitors
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- Software suites bundled by manufacturer to provide maximum flexibility in meeting the need of the repair technician
- No annual subscription necessary, purchase a title once, upgrade on your schedule

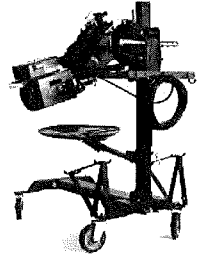
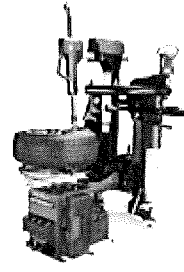
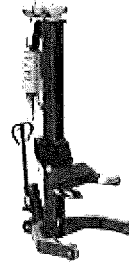
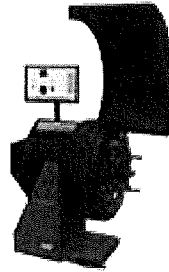
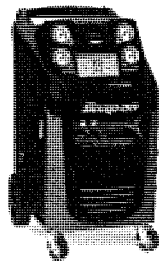
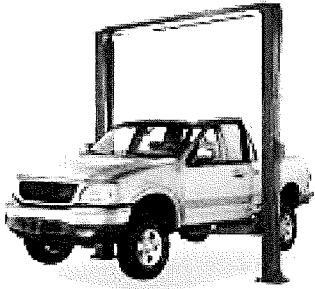


CE - Not Required

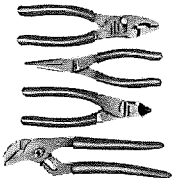
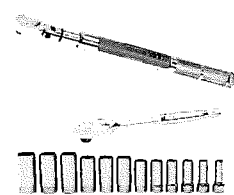
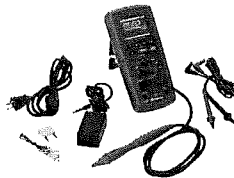
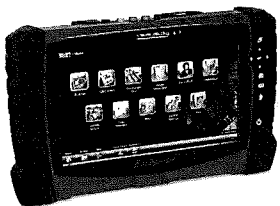
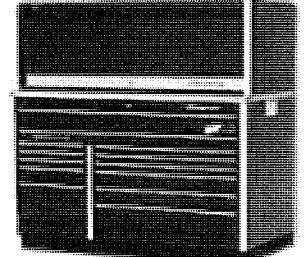
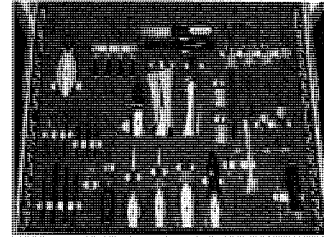
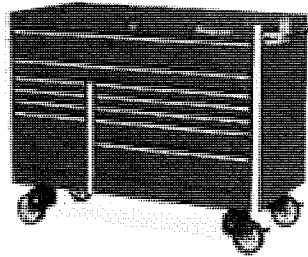
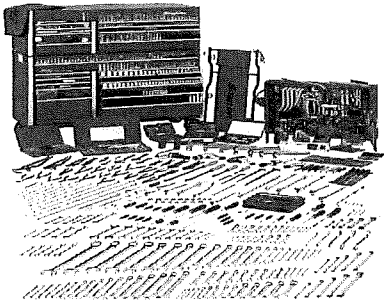
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For product information contact your local Snap-on
Industrial Account Manager.

For contract questions contact Bobby Draper,
985-807-3111, Robert.L.Draper@snapon.com





Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jude Prather

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Veteran's Administration Office to utilize grant funds from the Texas Veteran's Commission to establish a Food Voucher Service and Vehicle Gasoline Program as authorized through the granting agency. **INGALSBE/PRATHER**

Summary:

The Veterans Office would like to utilize a county issued credit card to provide financial assistance to address gaps of service within the veteran community. Funds for these expenses are provided through the TVC Financial Assistance Grant and will be utilized for the following programs:

1. Food Voucher Service (Application, eligibility, need): Program Manager will place an online order for pickup, or will accompany beneficiary to local H-E-B for purchase of "Approved Food Voucher Items" as outlined by the Texas Veterans Commission, not to exceed \$175 per applicant (please see attachment). Program Manager, or other approved representative, will be present at time of purchase to ensure only eligible items are considered. Beneficiary will be responsible for any overage. Program Manager will retain receipt of purchase to reconcile with monthly card statement. A copy of the receipt will also be submitted with beneficiary Hope 4 Hays application.

Eligibility for veterans and families must have a home or residence and can store and maintain perishable food. Other considerations are cultural and ethnic foods, holiday times (items such as turkey or ham; addressing only those living in home), dietary meals for elderly or unique requirements. Allowing vulnerable and people of different abilities to stay home and utilizing curbside pickup reduces chances of COVID-19 spread and other diseases.

2. Vehicle gas (Application, eligibility, need): Separate form utilized capturing license plate, vehicle information, gallons & cost: Program Manager meets beneficiary at gas station overseeing fuel placed directly in vehicle tank belonging to beneficiary. No more than \$50 gas or \$65 diesel: Needed for school, employment, medical, emergencies, etc. Program Manager will retain receipt of purchase to reconcile with monthly card statement. A copy of the receipt will also be submitted with client(s) Hope 4 Hays application.

No cash or gift cards allowed under this program.

Fiscal Impact:

Amount Requested: TBD as needed for each qualifying applicant until grant funds are exhausted
Line Item Number: 001-720-99-136.5805

Budget Office:

Source of Funds: TVC Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant funds were budgeted during the budget process for financial assistance for veteran's following the grant guidelines.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes, Veterans Financial Assistance Expense

New Revenue Y/N?: N/A

Comments:

Attachments

TVC Food Voucher Program Items

APPENDIX B: APPROVED FOOD VOUCHER ITEMS

APPENDIX B: APPROVED FOOD VOUCHER ITEMS

General Assistance Grants

FOOD VOUCHER SERVICES, FINANCIAL ASSISTANCE, SUPPORTIVE SERVICES

- ✓ For veterans and families with a home or residence and can store and maintain perishable food
- ✓ Usually for veterans & families that are experiencing food scarcity due to various challenges

Both perishable and non-perishable food and hygiene items are provided through a voucher system - coordinated and arranged by the grantee with a local grocery store (HEB, Wal-Mart, Kroger, etc)

TABLE 4: Chart of NOT ALLOWABLE Food Voucher items per 2 CFR 200, SNAP, or TANF

Alcoholic beverage (any kind to include beer, wine, liquor, spritzers)	X
Tobacco (any kind to include smokeless, cigarettes, vaping supplies)	X
Vitamins, medicines, and supplements	X
Pet foods of any kind and any quantity	X
Cosmetics, electronics, gift cards	X
Beef ribeye, sirloin, filet, or T-bone steak	X
Shellfish (shrimp, mussels, lobster, oysters, and crawfish)	X
Any food or drink from a restaurant or fast-food chain	X
Candy, Candy Bars, and other similar items	X
Sodas and carbonated drinks, cold drinks; fountain drinks, slushies, iced coffee, smoothies, and other similar items	X
Hot drinks already prepared (coffee, lattes, tea, and other similar items)	X
Hot/Cooked and/or food for immediate consumption (usually found in Deli departments - sandwiches, wraps, hoagies, salads, etc.)	X
Unfrozen, uncooked, and pre-packaged meals (refrigerated) and ready to cook	X
Unfrozen, uncooked, and pre-packaged meats (refrigerated) and ready to cook	X
Sports Drinks	X
Energy Drinks	X

TABLE 5: Chart of ALLOWABLE Food Voucher items

* Specialty	* Whole Ham	✓
* limit 4 items from this group per veteran household, per grant year	* Whole Brisket	✓
	* Whole Turkey	✓
	* Rack Pork or Beef Ribs	✓
	* Whole salmon	✓
Raw (Uncooked) Meats	Fish (cod, catfish, etc.)	✓
	Beef (stew meat, ground beef, fajita, sausage)	✓
	Pork (roast, chops, sausage)	✓
	Chicken (hen, leg quarters, etc.)	✓
Dairy & Perishable Proteins	Milk, milk substitutes	✓
	Butter/Margarine	✓
	Yogurt	✓
	Ice cream	✓
	Creamer	✓
	Cheese	✓
	Eggs, egg whites	✓
	Luncheon meats, hot dogs, bratwurst	✓
Frozen Foods	Frozen pizzas & frozen meals	✓
	Frozen French fries, Tater Tots, buffalo wings, etc.	✓
	Frozen fruits and vegetables	✓
	Other Frozen Foods that require refrigeration/freezing	✓
Meats & Protein	Tofu, nuts, beans, peanut butter	✓
	Canned meat (tuna, chicken, ham)	✓
Fruits & Vegetables	Fresh or canned fruits	✓
	Fresh or canned vegetables	✓
Breads and Cereals	Biscuits, tortillas, crackers, loaf bread, pasta, rice, dry cereal, oatmeal, etc.	✓
Condiments	Mayo, mustard, catsup, pickles, horseradish, spaghetti sauce, salad dressings, seasonings, etc.	✓
	Coffee: instant, ground, beans, or single-serve container pods (K-Cup)	✓
Snacks	Chips, popcorn, fruit snacks, Jell-O	✓
Water	Bottled water (excluding, Evian, Topo Chico, Fiji, sparkling and Ion water)	✓

APPROVED FOOD VOUCHER ITEMS

Hygiene	Personal toiletries and feminine hygiene products	✓
	Shaving razors (limit to 3-5 pack blades)	✓
	Shampoo, conditioner, soap, toothpaste, toothbrushes, etc.	✓
	Toilet paper (limit 6 rolls per family, per week)	✓
	Hand sanitizer (limit 1 large bottle per family, per week)	✓
Utensils	Eating Utensils; disposable or reusable	✗



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Ratify the submission of grant application to the Walmart Community Foundation for the Hays County Unmanned Robotics Team in the amount of \$5,000.00. **INGALSBE/T.CRUMLEY**

Summary

The Hays County Sheriffs Office is seeking a \$5,000 grant from the Walmart Community Foundation for the purchase of 2 DJI Avata Pro-View Drones. These drones will be used by the Hays County Unmanned Robotics Team in various emergency situations such as floods, fires, active shooters, barricaded suspects, and searches for missing persons. The drones are equipped with thermal imaging capabilities. The devices are operated remotely by ground-level pilots using handheld controllers. Since its inception in June 2018, the Hays County Unmanned Robotics Team as performed a total of 3,303 flights.

Attachments

Application



Community Grant Program

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#).

Contact Information

* First Name	Simone
* Last Name	Corprew
* Contact Title	Grant Writer
* Address	712 S. Stagecoach Trail
* City	San Marcos
* State	Texas
* Zip	78666
Telephone	5127491161
* E-mail Address	grants@co.hays.tx.us
* Contact Type	Grant Preparer

Program Information

Grant Type	Local Community Contribution
* Program Name	Hays County Unmanned Robotics Team
* Requested Grant Amount	\$5,000.00
* International Funding	No
* Focus Area	Public Safety

You have selected: Public Safety

Organization Information

Legal Name	Hays County
AKA Name	
* Organization Address	712 S. Stagecoach Trail
* Organization City	San Marcos
* Organization State	Texas
* Organization Zip / Pin Code or Postal Code	78666
Telephone	5123932205
Fax	
Organization's Website Address	www.hayscountytexas.com
* Organization Mission	To be accessible to serve the public with honesty and integrity, to help provide essential services such as search and rescue missions, delivering medical supplies

,or food in emergency situations through an efficient and effective use of the County's resources and to be accountable to the citizens of our county.

- * **Organization's Facebook Site** <https://www.facebook.com/hayscountytexas/>
- * **Organization's Twitter Handle** N/A

Agreement

- * **MOU Applicant's Name** Ruben Becerra
- * **MOU Applicant's Title** County Judge
- * **Acknowledgement of Terms and Conditions** AGREE

[Need Support?](#)
[Terms of Service](#) [Privacy Policy](#)



© 2023 Walmart, Inc.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Constable Michael Torres

Sponsor:

Commissioner Cohen

Agenda Item

Approve and confirm the appointment of Ebran M. Wenzel as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office. **COHEN/TORRES**

Summary

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011(a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable. Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or surety. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioner's court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Approve Utility Permits. **SMITH/BORCHERDING**

Summary

TRN-2023-5806-UTL	SJWTX to install 20' water service line to service a single-family residence on Deer Creek Circle via road cut. Line will be 1" PVC.
TRN-2023-6002-UTL	WTCPUA bore approx. 30' beneath Bear Creek Drive for Water line service line.
TRN-2023-6003-UTL	WTCPUA approx. 80' bore under Trial Driver for water connection service line.
TRN-2023-6004-UTL	WTCPUA to bore approx. 70' feet across Daniel Boone Drive for water service line.

Attachments

Permit
Site Plan
Location Map
Permit
Site Plan
Permit
Site Plan
Location Map
Permit
Site Plan
Location Map



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 2/12/2023 .

Utility Company Information:

Name: SJWTX
Address: 1399 Sattler New Braunfels TX
Phone: 8306434744
Contact Name: Jessica Rios

Engineer / Contractor Information:

Name: SJWTX
Address: 1399 Sattler New Braunfels TX 78132
Phone: 8306434744
Contact Name: Jessica Rios

Hays County Information:

Utility Permit Number: TRN-2023-5806-UTL
Type of Utility Service: 1" PVC Water Service Line
Project Description:
Road Name(s): Deer Creek Circle, , , , , ,
Subdivision:
Commissioner Precinct:

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

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

03/21/2023

Signature

Title

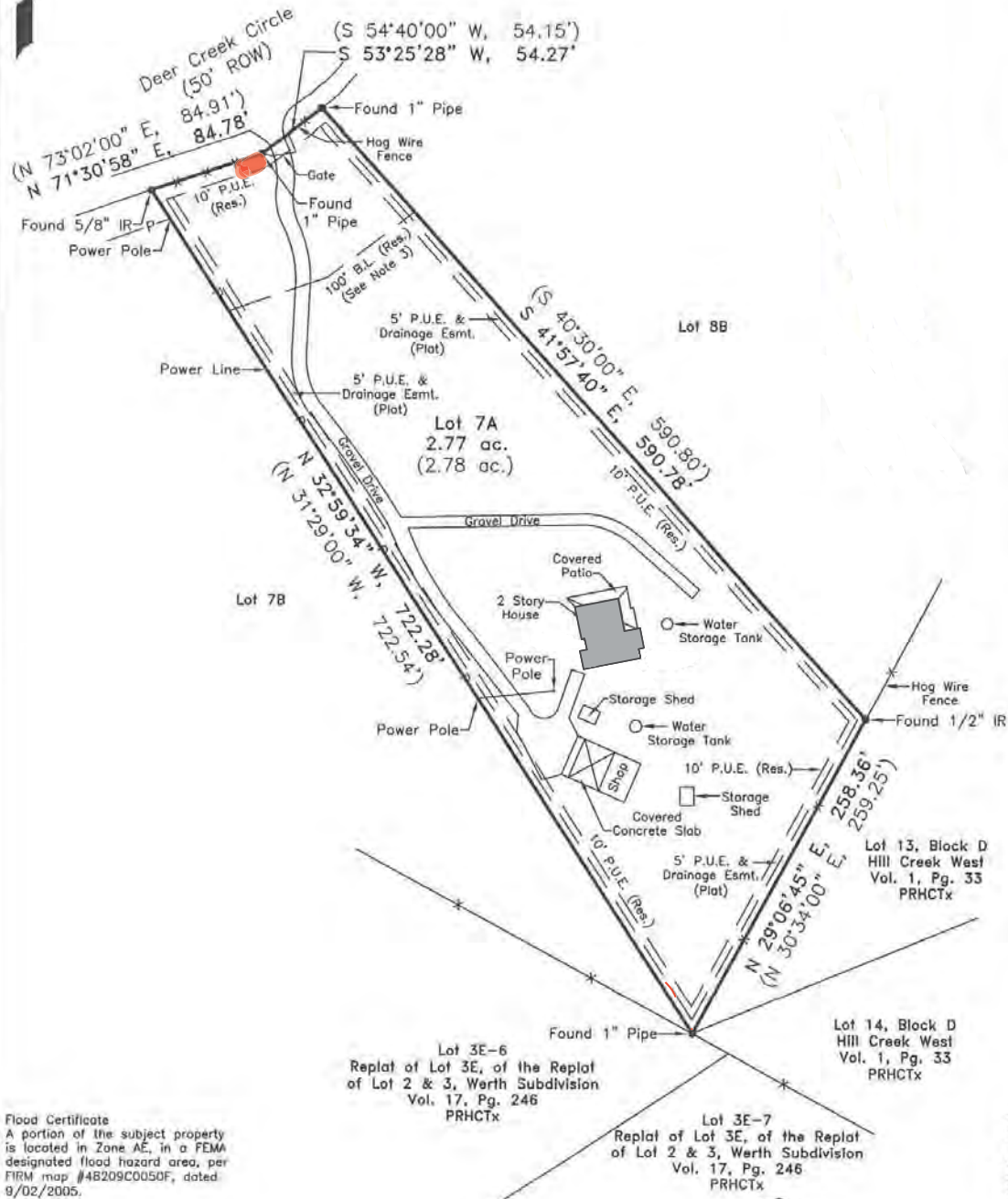
Date



Road cut across Deer Creek Cir

**Installing a 1" water line in a 2" sleeve
connected to residential meter box
at 414 Deer Creek Circle**

Lot 7A, Block B
Deer Creek Ranch Section One Re-Subdivision
 (According to the plat recorded in Vol. 1, Pg. 30,
 of the Plat Records of Hays County, Texas)



Flood Certificate
 A portion of the subject property is located in Zone AE, in a FEMA designated flood hazard area, per FIRMA map #46209C0050F, dated 9/02/2005.

Survey Notes:
 1. Survey based on Texas State Plane Coordinates, South Central Zone, NAD83 (2011), U.S. Feet, Vertical Datum NAVD88

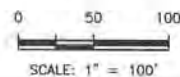
- Notes:**
1. Plat calls in parentheses.
 2. Reference is herein made to Commitment for Title Insurance issued by Title Resources Guaranty Company, GF No. T-111128, effective 8/10/18, issued 8/20/18.
 3. Subject to a building setback line of 100 feet from the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or nearer than a distance equal to 15% of the length of said lot to the rear property line as set forth in documents recorded in Vol. 258, Pg. 794 and Vol. 266, Pg. 343, DRHCTx.
 4. Subject to a public utility easement of 10 feet along the front, side, and rear property lines as set forth in documents recorded in Vol. 258, Pg. 794 and Vol. 266, Pg. 343, DRHCTx.
 5. Subject to a public utility and drainage easement of 5 feet off the side and rear lot lines as dedicated in plat recorded in Vol. 1, Pg. 30, PRHCTx.
 6. Subject to all other easements, restrictions, covenants, and conditions recorded in Vol. 1, Pg. 12 and Vol. 1, Pg. 30, PRHCTx, Vol. 258, Pg. 794, Vol. 266, Pg. 343, DRHCTx, Vol. 2090, Pg. 48, Vol. 3096, Pg. 323, Vol. 2686, Pg. 625, Vol. 3096, Pg. 327, OPRHCTx.

Lot 3E-6
 Replat of Lot 3E, of the Replat of Lot 2 & 3, Werth Subdivision Vol. 17, Pg. 246 PRHCTx

Lot 3E-7
 Replat of Lot 3E, of the Replat of Lot 2 & 3, Werth Subdivision Vol. 17, Pg. 246 PRHCTx



C. Michael Weaver, RPLS #4427
 I do hereby certify, on this the 4th day of September, 2018, that this survey was performed under my supervision on the ground, that, to the best of my knowledge, it is correct and that there are no visible encroachments, except as shown.



Weaver Surveying, LLC
 TBPLS Firm #10194053
 Drawing No. H180814-01A

Deer Creek Lots 7A-8A 8B-Master-180904.dwg (09/04/18, 09:02:55) (1=100)



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 4/3/2023 .

Utility Company Information:

Name: WTCPUA
Address:
Phone: 5125018089
Contact Name: john camarillo

Engineer / Contractor Information:

Name: WTCPUA
Address:
Phone: 5125018089
Contact Name: john camarillo

Hays County Information:

Utility Permit Number: TRN-2023-6002-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Bear Creek Drive, , , , , ,
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. Bell".

Engineering Technician

03/22/2023

Signature

Title

Date



Hays County Transportation Department

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

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General Special Provisions:

1. Construction of this line will begin on or after 3/27/2023 .

Utility Company Information:

Name: WTCPUA
Address: 13215 Bee Cave Parkway Austin TX
Phone:
Contact Name: John Camarillo

Engineer / Contractor Information:

Name: WEST TRAVIS COUNTY PUBLIC UTILITY
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6003-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Trail Driver, , , , , , ,
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. Bell".

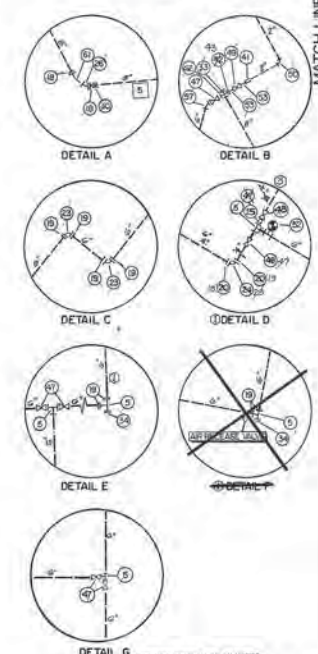
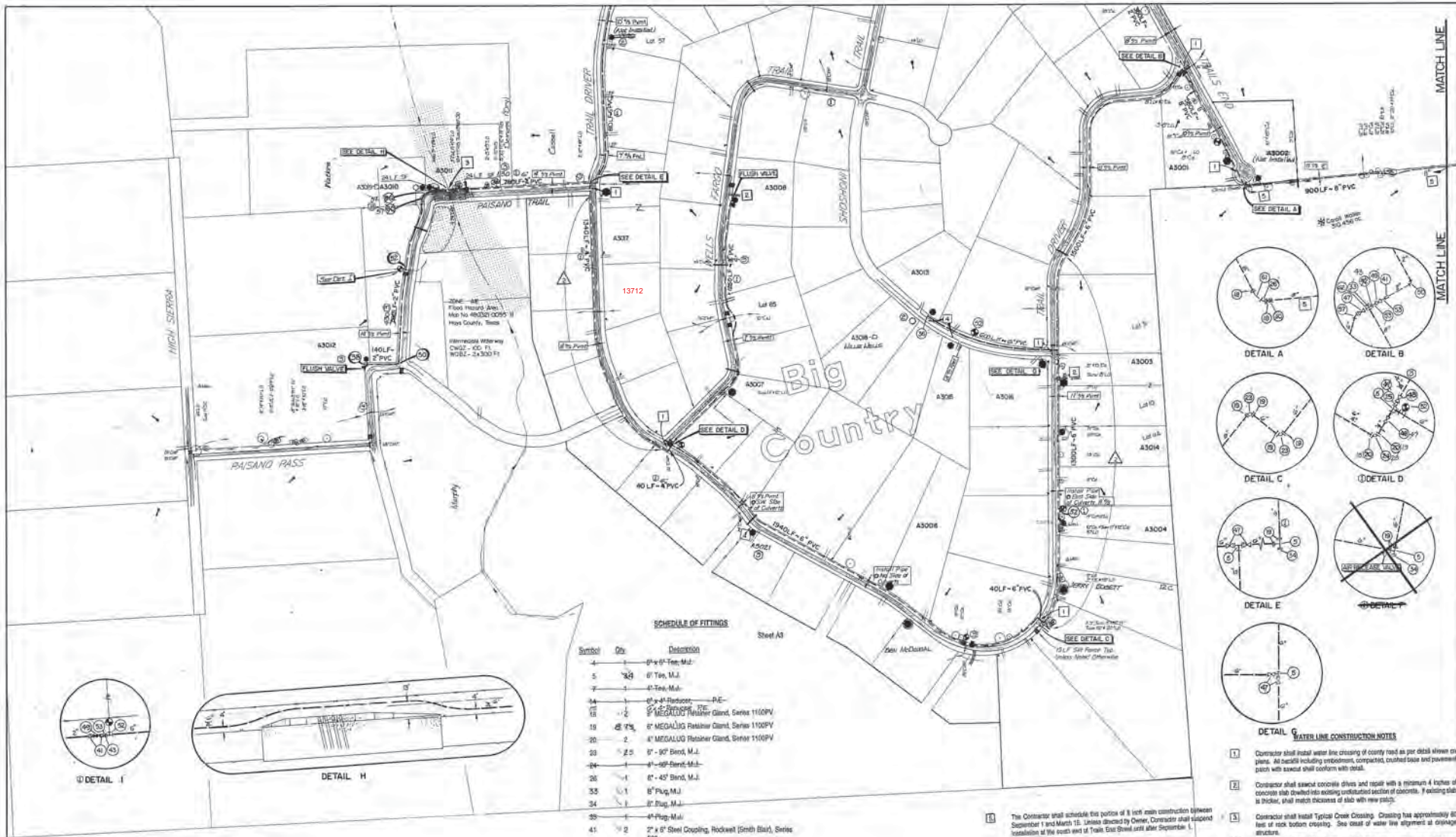
Engineering Technician

03/22/2023

Signature

Title

Date



- CONSTRUCTION NOTES**
1. Temporary erosion and sedimentation controls (silt fences) shall be installed prior to construction except for those devices to be installed across the water line trench which shall be installed immediately after construction of the pipeline. Alternatively all controls shall be placed prior to construction and temporarily removed by the pipeline.
 2. Contractor shall install typical creek crossing. Crossing shall be approximately 10 feet at rock bottom crossing. See sheet of water line alignment at drainage structure.
 3. Contractor shall install long side service tubing with encasement as per detail shown on plan. All encasement, including encasement, compacted crushed base and pavement shall conform with detail.
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Member	Member	Member
A3001 Whitefield, Janice & Bobby	A3002 Hoover, Randy & Beverly	A3003 Richardson, Kenneth D. & Sharon Ann
A3004 Browning, Pat	A3005 Hayes, Thomas N. & Carrie J.	A3006 Goode & Davidson
A3007 Lawrence, Ty & Theresa Coffey	A3008 Walker, William E. & Cydne	A3009 Casper, Dwight E. & Linda
A3010 Wernicke, Marshall W.	A3011 White, Robert	A3012 Stephens, David
A3013 Ecomello, Roberto		

Member	Member	Member
A3001 Whitefield, Janice & Bobby	A3002 Hoover, Randy & Beverly	A3003 Richardson, Kenneth D. & Sharon Ann
A3004 Browning, Pat	A3005 Hayes, Thomas N. & Carrie J.	A3006 Goode & Davidson
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A3013 Ecomello, Roberto		

HILL COUNTRY WATER SUPPLY CORPORATION

4465-03

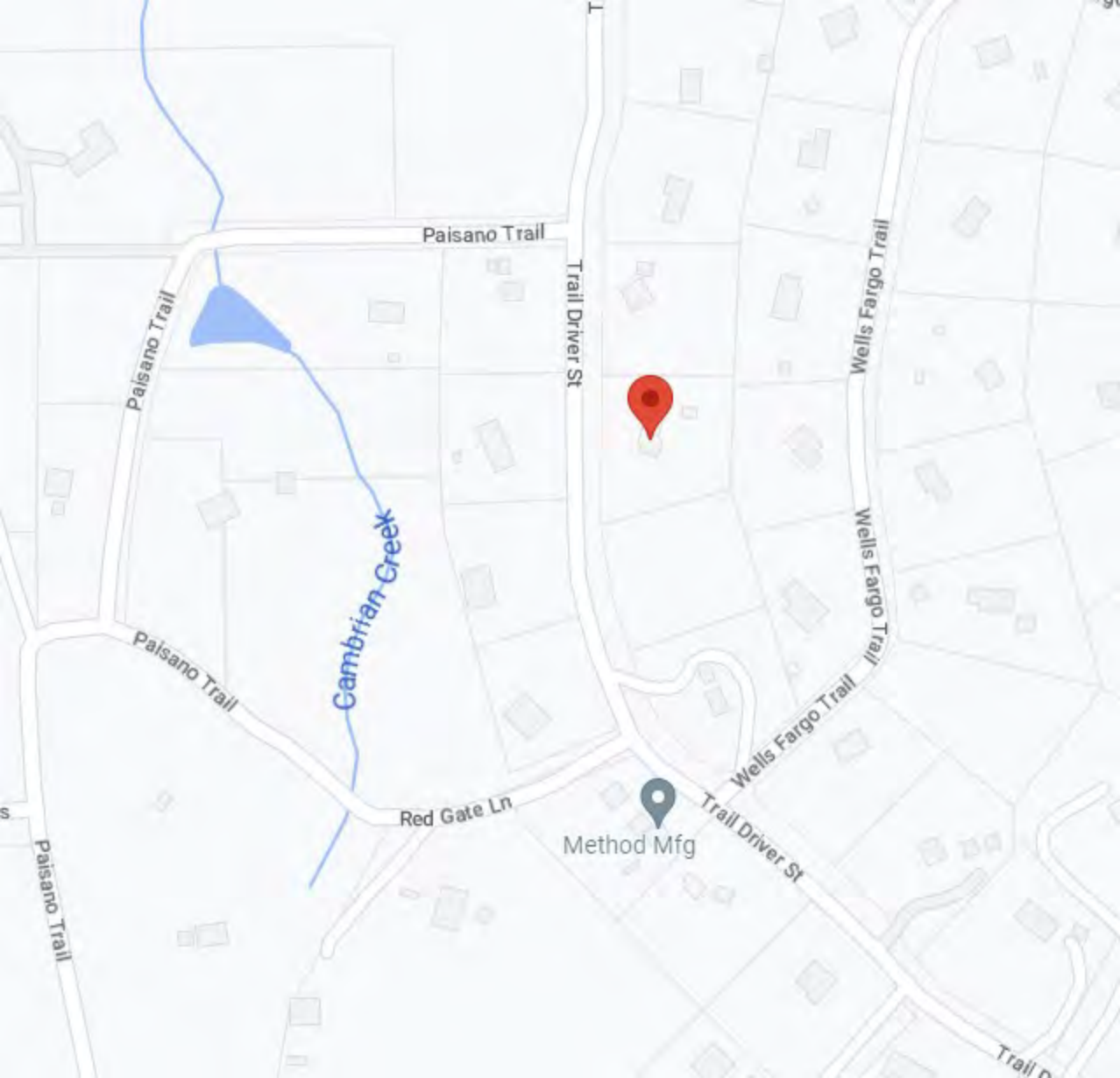
A3

PLAN SHEET

WATER DISTRIBUTION SYSTEM

CONTRACT 1

RECORD DRAWING



Paisano Trail

Trail Driver St

Wells Fargo Trail

Wells Fargo Trail

Wells Fargo Trail

Trail Driver St

Red Gate Ln

Method Mfg

Paisano Trail

Paisano Trail

Paisano Trail

Cambrian Creek



Hays County Transportation Department

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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 4/3/2023 .

Utility Company Information:

Name: wtcpua
Address: TX
Phone:
Contact Name: john camarillo

Engineer / Contractor Information:

Name: WEST TRAVIS COUNTY PUBLIC UTILITY
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6004-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Daniel Boone, , , , , ,
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. Bell".

Engineering Technician

03/22/2023

Signature

Title

Date

N $87^{\circ}42'22''$ E 602.24'

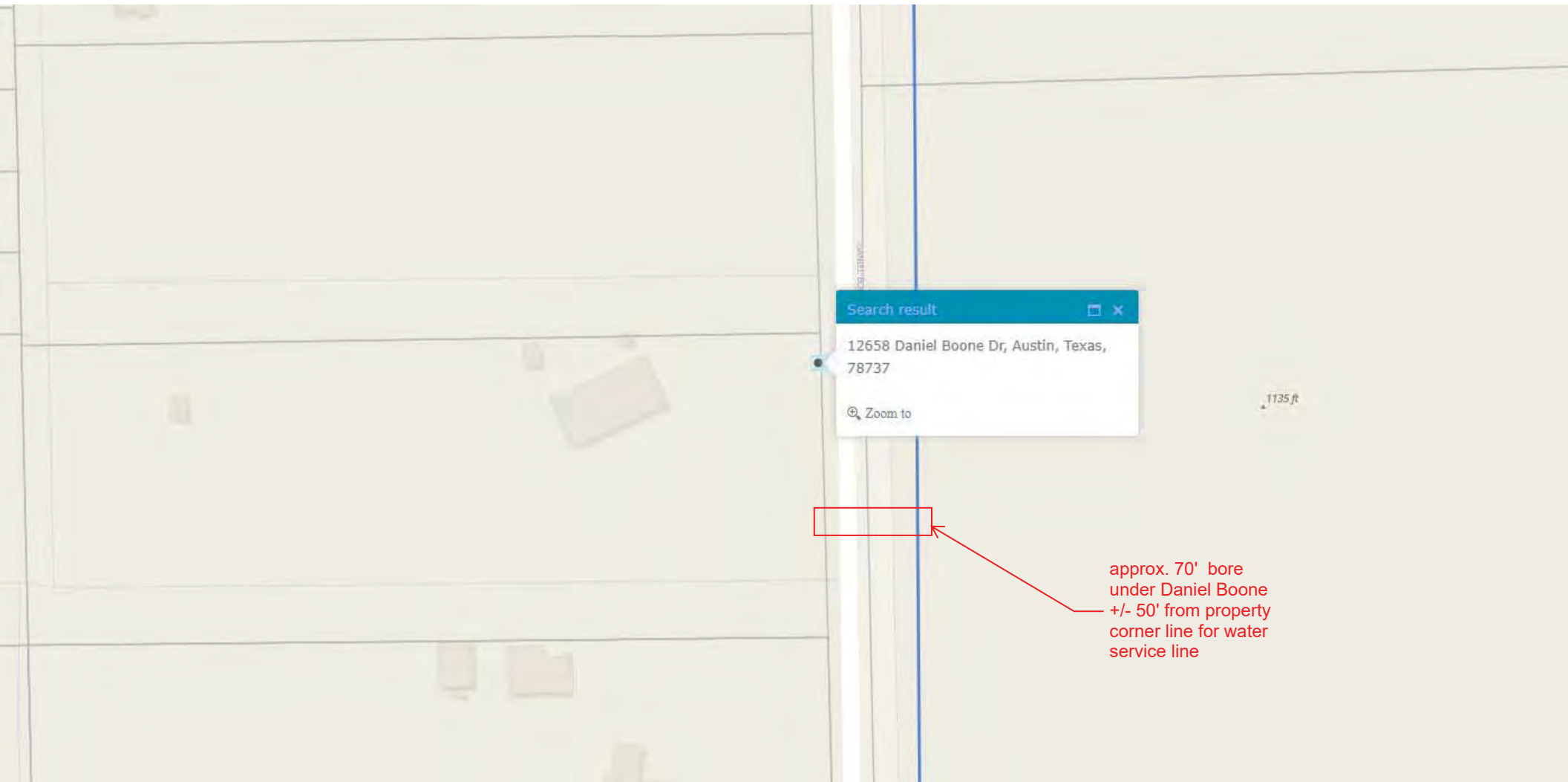
S 87°42'15" W 601.64'
(S 88°35' W 600.03')

3.109 ACRES
135,426 SQ. FT.

N 01°38'26" W 225.01' (N 00°08' W 225.00')

LOT 20 LOT 21 LOT 22 LOT 23

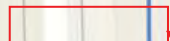
BELTERRA PHASE 5 SECTION 10
BLOCK "B"
VOL. 14, PG. 177, H.C.P.R.



Search result

12658 Daniel Boone Dr, Austin, Texas,
78737

Zoom to



approx. 70' bore
under Daniel Boone
+/- 50' from property
corner line for water
service line



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the Jail to use existing funds for repairs to the thermaduct system valued at \$25,595.58 and amend the budget accordingly. **COHEN/CUTLER**

Summary:

This system was initially installed during the building process of the new Jail. It's currently falling apart and sagging; repairs are needed to the section of the Thermoduct on the roof. The repairs will include building additional supports and resealing for all twelve locations that have started to separate due to the weight of the outside air intakes. SI Mechanical is the selected vendor and currently holds RFP 2022-P08 HVAC - Maintenance & Repair Service Contract with the County. The total cost for SI Mechanical to complete repairs is \$25,596, and funding is available in the Jails Building Maintenance & Repair general ledger.

Fiscal Impact:

Amount Requested: \$25,595.58

Line Item Number: 001-618-03.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$25,596 - Increase Misc. Capital Improvements 001-618-03.5741

(\$25,596) - Decrease Building Maint and Repairs 001-618-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P08 HVAC - Maintenance & Repair Services, Jail

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote



Estimate

March 1, 2023

TACLA00045892C

M-40867

BuyBoard# 638-21

To: Hays Co - Jail - New Side of Jail

Attn: Charles Dauwalder

Re: Repair & Add Supports To The Thermaduct Duct Work On The Roof.

We propose to install the follow **HVAC** work as outlined below per RFP 2022-P08 HVAC - Maintenance & Repair Services Contract.

Labor	Hours	Rate	Materials & Tools	Rentals / Subcontractors	Incured Cost
Tech(s).....	42	\$105.00	Materials.....	Sub/Rental(s).....	Hours.... \$ -
Hepler(s).....	34	\$75.00	Markup @ 25%..	Markup @ 15%...	Rate..... \$ -
Total.....		\$6,960.00	Total.....	Total.....	Total..... \$ -

HVAC Work: \$25,595.58

Tax 8.25% \$0.00

Total Price \$25,595.58

Scope of Work:

1. Furnish and install: Section of Thermaduct Indicated on Page 2 of this proposal
2. Furnish and install: Supports in 12 Areas on Page 2 of this proposal
3. Disassemble and remove Damaged Section of ductwork as indicated on Page 2 of this proposal
4. Install new Section of Thermaduct Indicated on Page 2 of this proposal
5. Install new Unistrut Support and Support Footing and Reseal areas where OA intake is attached to duct work in the 12 areas indicated on Page 2 of this proposal
6. Check operation.
7. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No other repairs are in this proposal other then listed above.

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 Manager

Office# 512-593-6001 ext. 103

Cell# 512-423-2970

Email# Josh@siemechanical.com

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



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, whichever 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 its affiliated companies.

6. S I Mechanical, LLC and its 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 its affirmative action, environmental and safety policies as mandated by the government.

13. S I 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. S I Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. S I Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Approve the appointments of Kasey Studdard and Billy Foulds to the Hays County Development District #1, terms ending September 2026. **SMITH**

Summary

Hays County Development District was created by the Hays County Commissioners Court in 1999 pursuant to Section 383 Local Government Code.

Kasey Studdard replaced Greg Merrill and Billy Foulds replaced Shawn Connolly on the board.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Judge Becerra

Agenda Item:

Approve the renewal of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, Inc. and Colorado Materials, Ltd. **BECERRA/BORCHERDING**

Summary:

The IFB 2019-B04 contract renewal is scheduled to expire on March 31, 2023. The Transportation Department, Brauntex Materials, Inc. and Colorado Materials, Ltd. would look to renew this contract under this fourth (4th) and final renewal, with the proposed price changes from Colorado Materials, Ltd.

Fiscal Impact:

Amount Requested: Pricing per bid tab

Line Item Number: 020-710-00.5351

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2019-B04, Road Building Materials - Cold Mix

G/L Account Validated Y/N?: Yes, Road Materials and Supplies Expense

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Brauntex Materials Inc. Renewal

(PE) Colorado Materials, Ltd. Renewal

Proposed Price Increases - Bid Tab



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

February 23, 2023

Brauntex Materials, Inc.
1504 Wald Rd.
New Braunfels, TX 78132

RE: Annual contract renewal

The annual contract for Road Building Materials – General Road Construction, IFB 2019-B02 expires on March 31, 2023. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective April 1, 2023-March 31, 2024, provided all terms and conditions remain unchanged and in full force.

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.

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

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

**IFB 2019-B02 Road Building Materials - General Road Construction
Renewal 3 (April 1, 2022-March 31, 2023) Bid Tabulation**

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Colorado Materials, Ltd.	Brauntex Materials, Inc.
ITEMS FOR PICKUP						
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 5.00	\$ 5.75
B02.2	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 3	10,000	tons	\$ 30.00	NO BID
B02.3	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 4	15,000	tons	\$ 35.00	NO BID
B02.4	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 5	3,000	tons	\$ 30.00	NO BID
B02.5	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 4	1,000	tons	\$ 45.00	NO BID
B02.6	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 5	1,000	tons	\$ 55.00	NO BID
B02.7	TxDOT Item 506 Aggregate for Rock Filter Dams	3x5 Rock (Bull Rock)	3,000	tons	\$ 15.00	\$ 15.50
B02.8	City of Austin Item 510 Fine Aggregate - Sand	Manufactured Sand	1,000	tons	\$ 18.00	\$ 18.00
B02.9	City of Austin Item 510 Coarse Aggregate - Pipe Bedding Stone	No. 57 Washed Rock	2,000	tons	\$ 17.00	\$ 15.00
ITEMS FOR DELIVERY						
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 5.00	\$ 15.75
B02.10	Material Transportation Service (per mile)		15	miles	\$ 0.30	\$ 10.00



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

February 21, 2023

Colorado Materials, Ltd.
PO Box 2019
San Marcos, TX 78667

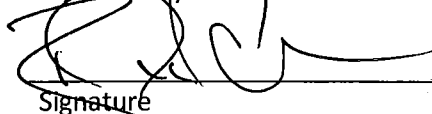
RE: Annual contract renewal

The annual contract for Road Building Materials – General Road Construction, IFB 2019-B02 expires on March 31, 2023. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective April 1, 2023-March 31, 2024, provided all terms and conditions remain unchanged and in full force with the attached proposed price changes.

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.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

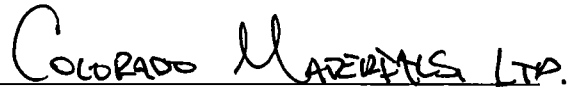
Sincerely,
Marisol Villarreal-Alonzo, CPA
Hays County Auditor



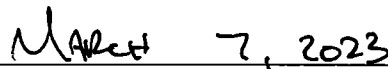
Signature



Printed Name



Company



Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

**IFB 2019-B02 Road Building Materials - General Road Construction
Renewal 4 (March 2023 - March 2024) Bid Tabulation**

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Current Pricing Brauntex Materials, Inc.	Original Colorado Materials, Ltd.	New Proposed Colorado Materials, Ltd.
ITEMS FOR PICKUP							
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 5.75	\$ 5.00	\$ 6.50
B02.2	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 3	10,000	tons	NO BID	\$ 30.00	\$ 30.00
B02.3	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 4	15,000	tons	NO BID	\$ 35.00	\$ 35.00
B02.4	TXDOT Item 302 Aggregate for Surface Treatment	Type A Grade 5	3,000	tons	NO BID	\$ 30.00	\$ 30.00
B02.5	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 4	1,000	tons	NO BID	\$ 45.00	\$ 50.00
B02.6	TXDOT Item 302 Aggregate for Surface Treatment	Type PA Grade 5	1,000	tons	NO BID	\$ 48.00	\$ 55.00
B02.7	TxDOT Item 506 Aggregate for Rock Filter Dams	3x5 Rock (Bull Rock)	3,000	tons	\$ 15.50	\$ 15.00	\$ 20.00
B02.8	City of Austin Item 510 Fine Aggregate - Sand	Manufactured Sand	1,000	tons	\$ 18.00	\$ 18.00	\$ 18.00
B02.9	City of Austin Item 510 Coarse Aggregate - Pipe Bedding Stone	No. 57 Washed Rock	2,000	tons	\$ 15.00	\$ 17.00	\$ 19.00
ITEMS FOR DELIVERY							
B02.1	TXDOT Item 247 Flexible Base	Type A Grade 2	50,000	tons	\$ 15.75	\$ 5.00	\$ 6.50
B02.10	Material Transportation Service (per mile)		15	miles	\$ 10.00	\$ 0.30	\$ 0.40



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for IFB 2023-B14 Courthouse Grounds Renovation and authorize Purchasing to solicit for bids and advertise. **INGALSBE**

Summary

Hays County issues this Invitation for Bid (IFB) to procure a Contractor to provide all skill, labor, material, and equipment for a turnkey renovation and replacement of the Hays County Historic Courthouse Grounds.

Attachments

IFB 2023-B14 Courthouse Grounds Renovation

Attachment A - Plans

Attachment B - Bid Form and Pricing



SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: IFB 2023-B14
Courthouse Grounds Renovation**

Date Issued: March 30, 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:

11:30 a.m. local time April 20, 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 April 12, 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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I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ____ 1. Solicitation, Offer and Award Form completed and signed
- ____ 2. Bid Form & Pricing (Attachment B)
- ____ 3. Vendor Reference Form

Required Forms by Hays County:

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

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

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered to the Purchasing Office (Address below) (Hard copy must be received within 24 hours of bid due date) or
- ____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2023-B14
Courthouse Grounds Renovation
- 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 submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
- 5. Deadline for Responses:** In issuing office no later than:
April 20, 2023; 11:30 AM, Central Time (CT)
- 6. Pre-Bid Meeting:** **April 6, 2023 @ 10:00 AM**
111 E. San Antonio Street, San Marcos, TX
- 7. Bonding Requirements:** Bid Bond: 5% of bid, due with bid
Performance and Payment Bond: 100% of Contract Price within 10 days of contract award.
- 8. Initial Contract Term:** May 2023: 30 Calendar Days from Notice to Proceed
- 9. Optional Contract Terms:** None
- 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 April 12, 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 IFB 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 bid 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 30, 2023	Issuance of RFP
April 6, 2023	Pre-Bid Meeting (10:00 AM CT)
April 12, 2023	Deadline for Submission of Questions (5:00 PM CT)
April 20, 2023	Deadline for Submission of Bids (11:30 AM CT) Late bids will not be accepted.
May 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to procure a Contractor to provide all skill, labor, material, and equipment for a turnkey renovation and replacement of the Hays County Historic Courthouse Grounds.

B. Scope of Work

The Hays County Historic Courthouse grounds consists of approximately 55,770 square feet: 49,970 Lawn area only and 5,800 Asiatic Jasmine. The Courthouse is located at 111 E. San Antonio Street, San Marcos, TX. All the current sidewalks will be replaced by the County's Concrete Contractor prior to the start of this project.

This project does not fall under the jurisdiction of the Texas Historical Commission (THC). THC considers law remediation under the "normal maintenance and repair" category and thus does not require notification to, or permit from, the THC. This includes routine landscape maintenance such as seasonal plantings, pruning and replacement of dead vegetation with similar plantings. Although, if mature trees or large shrubs need to be removed or added to the landscape, THC requests notification and input. If additional soil is required as part of the lawn remediation process, the current slope and drainage patterns should be maintained. Any permitting that is required would be the responsibility of the awarded contractor.

Project Timeframe: Bid award is anticipated April 2023. Work under this contract may progress at any time after the pre-construction meeting and receipt of a "Notice to Proceed" from Hays County. The anticipated contract time for substantial completion is **30 calendar days**.

The project will consist of the following:

Lawn and Beds:

- Landscape contractor responsible for full soils test to determine condition prior to adding amendments
- Consult landscape architect if conditions detrimental to plant growth are encountered such as rubble, obstructions, or adverse drainage conditions.
- Contractor will scrape off all existing sod and perimeter boxwood shrubs and remove from the site.
- All organics to be delivered to a composting facility.
- Areas of sod where tree roots are close or above the surface are to be cleared of sod by hand.
- Total site area will be evaluated for adequate drainage and any locations that trap water to be brought to the attention of the landscape architect.
- After removal, remaining soil to be aerated with mechanical aerator. After aeration, place 1" Landscape Mix purchased from Advanced Organic Materials by The Dirt Girl or equivalent material from a provider in Hays County.
- Topsoil to be fertile, loose, friable soil capable of sustaining vigorous plant growth, clean and free from noxious weeds, weed seeds, rocks larger than 1-1/2 inch in any dimension, and other objectionable materials. Acidity/Alkalinity range pH 5.5-7.7.
- Before delivery of topsoil, furnish landscape architect with a sample measuring approximately 16 oz in volume for approval.
- Once Landscape Mix is placed, provide the following amendments at the rates and according to the comments shown in the chart on the project plan drawings (Attachment A). The top six amendments on the chart are to be lightly raked into the soil, the final two can be added and lightly watered in, after sod is placed and rolled.

Irrigation System:

- A complete analysis of the irrigation system to be performed to include a comprehensive

- quantification of precipitation rates, coverage, sensors, etc.
- If heads and equipment is determined to be antiquated and poor performing, contractor will consult landscape architect for direction.
- If heads are to be replaced then Orbit brand Eco Stream Rotator heads and Rainbird professional grade anti-siphon valves with flow control, Rainbird controller, to be used.
- Weather sensor technology to be installed if not currently present.
- Lawn areas and ivy areas will be on separate zones.
- Pattern of heads to be head-to-head spray pattern.
- Shrub line at perimeter wall to be on drip irrigation with dedicated zones.

Plant Materials:

- All plant material is subject to rejection by landscape architect if size/container ratio is inadequate; in other words, 3-gallon material in a 7-gallon container is completely unacceptable.
- Plants must be well rooted but not overly root-bound in container.
- Pick plants that are healthy, vigorous, and free of any kind of damage or disease.
- Where formal arrangements are planned, pick material that is as uniform as possible in size and shape.
- Contractor to inspect plants upon arrival and reject any that do not fit these criteria.
- When transporting, protect trees and shrubs from damage sustained by tying or by wind thrashing by covering if open trailer.
- Have all preparations for planting complete Including weed eradication before delivery of plants.
- If planting is delayed for more than 6 hours after delivery, set plants in shade, protect from weather damage, and keep roots moist by covering with mulch or other suitable material for retaining moisture.
- Do not remove containers from container stock until ready to put in the ground.

Planting:

- Be aware of underground utilities by survey or contacting local officials or location services.
- Plant shrubs after final grades are established and prior to lawn planting.
- Grades are to be high enough for proper drainage.
- Planting holes to be 3 times wider than the horizontal diameter of the root ball MINIMUM.
- All trees and shrubs to be mulched with 1" of organic compost and 3" of organic hardwood mulch for a total depth of 3" after settling.
- Nut grass, dollar weed, and other invasive weeds will be eradicated completely before final acceptance and payment is made.

Ivy areas:

- Asiatic Jasmine to be planted on 18" centers and mulched with 3" of organic compost.
- All ivy bed edges, except those edges against sidewalks, to be lined with chopped limestone 4" x 4" x 12" set on a concrete footing.
- Footing to be 4" depth and 6" wide with top surface at 2" below finished grade.
- Stone to be set on .5" mortar bed with finished elevation, top of stone, 2.5" above finish grade.
- Ivy beds are in locations where tree roots are at, or above the surface of the lawn. Being such, the rock edge will have to work around difficult areas. Where roots are above the surface of grade, allow gaps in the stone to accommodate the root.
- NO ROOT CUTTING ALLOWED.
- Roots that are below the grade but interfering with the footing and stone will have a pad of Great Stuff maximum expansion spray foam, sprayed in-line with the stone edge. Once set, place concrete over the spray foam and set the stone. The stone will likely need to be cut to a 2x4x12 to compensate for the root zone. The 2" dim being the stone height when set.

Lawn preparation:

- The area to be sodded shall be prepared as noted above, rough, and smooth graded with all material not conducive to a smooth lawn to be removed.
- The area shall be rolled with a water weighted roller to ensure no peaks and valleys exit.
- Areas with exposed roots to have additional topsoil brought into level up to .5" above the root exposure and drainage reviewed to ensure no ponding created.
- The leveling up is to be spread over enough distance to be subtle and not noticeable.
- Sod should be laid immediately upon delivery to avoid any drying out of the sod, if for any reason sod laying is delayed then cover the pallet with burlap and keep moist.
- Sod pallets should be place in shade, when possible, to prevent the buildup of heat on the interior of the pile causing the sod to be killed.
- After sod placement, all sod areas to be rolled a final time to ensure good soil contact.
- Once rolled, water in all areas.

C. Qualifications

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

- Respondent shall provide documentation verifying; they have been conducting business in Texas for a minimum of five (5) years.
- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Must be qualified and/or licensed to do business in the State of Texas

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state, and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the entity registration page showing you are an active member.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for HUB (Historically Underutilized Business) Certified and locally owned businesses and labor in all contracts.

The County of Hays does not discriminate based on race, color, national origin, sex, religion, age and disability in employment or the provision of services.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

D. Bid Form & Pricing (Attachment B)

This will be a Lump Sum Price Contract. Bidders will be required to provide a Lump Sum Price which shall include sufficient funds to cover all the expenses necessary to complete the Project, including, but not limited to profit, home and field office overhead, to provide all necessary services, supervision, permits, labor, supplies, equipment, and materials, bonds, insurance and other services that may be required to obtain the necessary permits to perform capital improvements as called for in the Scope of Work and the Construction Plans.

E. 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

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.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

F. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company

authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

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

G. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete 30 calendar days from notice to proceed (NTP), the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the

Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
Hays County Auditor
Attention: Accounts Payable
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, ensure 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)	\$500,000.00
Bodily Injury (Each accident)	\$500,000.00

Property Damage | \$1,000,000.00

Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident)	\$1,000,000.00
Bodily Injury (Each person)	\$1,000,000.00
Property Damage	\$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

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above or have any questions, 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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">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> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">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> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>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).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social, or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender-neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors, and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage, and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

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:

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

Solicitation number

XII. 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

XIII. Debarment and Licensing Certification

STATE OF _____ §

COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

My commission expires: _____

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**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part

401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

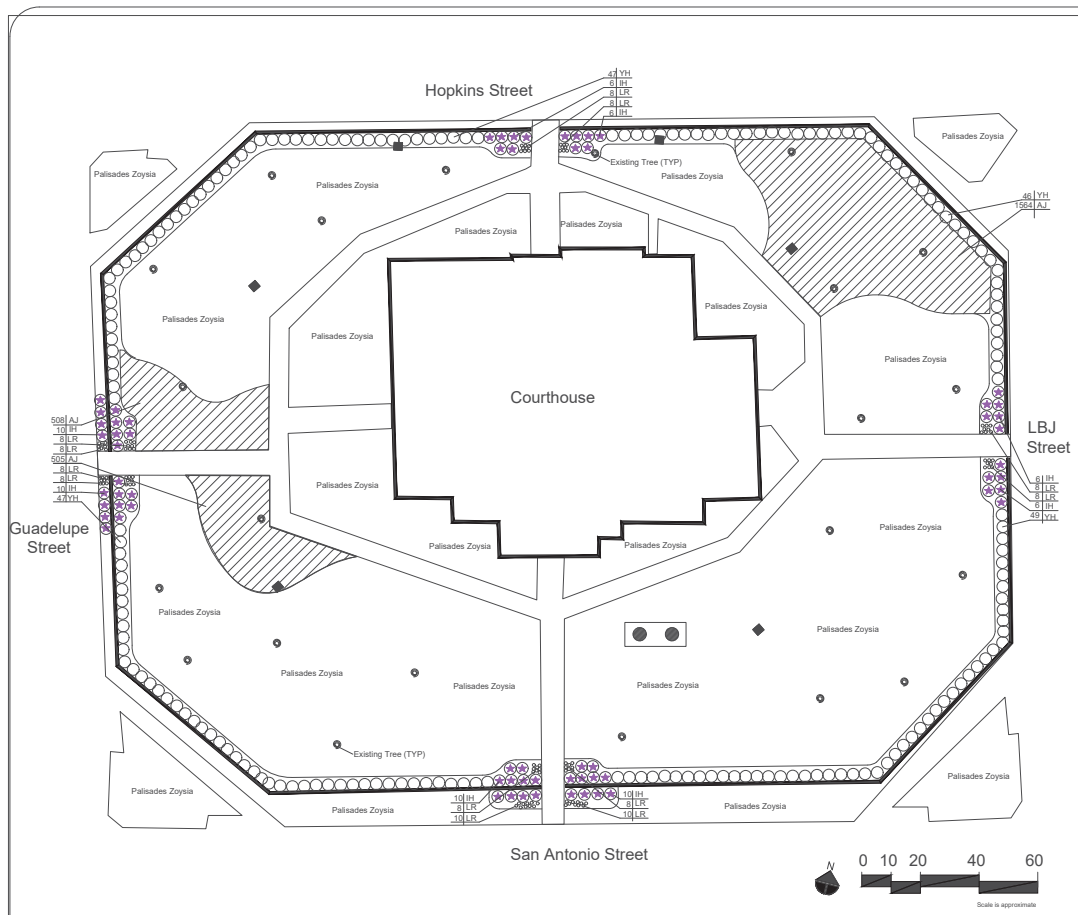
YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



General specifications for the landscape remediation

Specifications

General:

If the contractor discovers any discrepancies between working drawings and the actual field conditions (i.e. existing trees not labeled, etc.) he is to report the discrepancy immediately to landscape architect for possible amendments and/or changes.

The contractor is also responsible for reporting to the landscape architect any discrepancies between the drawings which comprise the working drawings. This is to insure the clarity of intent of the working drawings.

All areas to be measured and areas and quantities verified after contractor selected. Areas on drawings are estimates and not to be used for purchasing. Estimates of areas listed on drawings are as follows and the estimates include landscape areas adjacent to the parking perimeter:

Overall landscape and lawn area	55,770 square feet
Lawn areas only	49,970 square feet
Asiatic Jasmine	5,800 square feet

All bids are to list unit prices and quantities. Once contractor is selected, the site is to be measured and quantities updated.

All organic materials removed to be delivered to composting facility

All necessary erosion controls including silt fencing and mulch socks to be in place prior to landscape and lawn removal

Construction fencing to line sidewalks entering courthouse

All heavy wheeled equipment to be on tracks, not wheels, to prevent compaction. No heavy equipment allowed to be on new soil placement and no heavy equipment to be parked under the drip line of trees.

All trees to have 2x4 board protection during heavy equipment use. Any tree that is scarred and damaged to the point of being detrimental to the tree will result in a fine to the contractor of \$10,000 or more.

All tree trimmings and hazardous trees as determined by an arborist, to be removed.

Plant Material:

All plant material is subject to rejection by landscape architect if size/container ratio is inadequate; in other words, 3 gallon material in a 7 gallon container is completely unacceptable.

Plants must be well rooted but not overly root-bound in container.

Pick plants that are healthy, vigorous and free of any kind of damage or disease.

Where formal arrangements are planned, pick material that is as uniform as possible in size and shape. Contractor to inspect plants upon arrival and reject any that do not fit this criteria.

When transporting, protect trees and shrubs from damage sustained by tying or by wind thrashing by covering if open trailer.

Have all preparations for planting complete including weed eradication before delivery of plants. If planting is delayed for more than 6 hours after delivery, set plants in shade, protect from weather damage and keep roots moist by covering with mulch or other suitable material for retaining moisture.

Do not remove containers from container stock until ready to put in the ground.

Irrigation:

A complete analysis of the irrigation system to be performed to include a comprehensive quantification of precipitation rates, coverage, sensors, etc.

If heads and equipment is determined to be antiquated and poor performing, contractor will consult landscape architect for direction. If heads are to be replaced then Orbit brand Eco Stream Rotator heads and Rainbird professional grade anti-siphon valves with flow control. Rainbird controller, to be used. Weather sensor technology to be installed if not currently present.

Lawn areas and ivy areas will be on separate zones. Pattern of heads to be head to head spray pattern. Shrub line at perimeter wall to be on drip irrigation with dedicated zones.

Lawn and Beds:

Landscape contractor responsible for full soils test to determine condition prior to adding amendments. Consult landscape architect if conditions detrimental to plant growth are encountered such as rubble, obstructions, or adverse drainage conditions.

Contractor will scrape off all existing sod and perimeter boxwood shrubs and remove from the site. All organics to be delivered to a composting facility. Areas of sod where tree roots are close or above the surface are to be cleared of sod by hand.

Total site area will be evaluated for adequate drainage and any locations that trap water to be brought to the attention of the landscape architect.

After removal, remaining soil to be aerated with mechanical aerator. After aeration, place 1" Landscape Mix purchased from Advanced Organic Materials by The Dirt Girl or equivalent material from a provider in Hays County.

Topsoil to be fertile, loose, friable soil capable of sustaining vigorous plant growth, clean and free from noxious weeds, weed seeds, rocks larger than 1-1/2 inch in any dimension, and other objectionable materials. Acidity/alkalinity range pH 5.5-7.7. Before delivery of topsoil, furnish landscape architect with a sample measuring approximately 16 oz in volume for approval.

Once Landscape Mix is placed, provide the following amendments at the rates and according to the comments shown in the chart below. The top six amendments on the chart are to be lightly raked into the soil, the final two can be added and lightly watered in, after sod is placed and rolled.

Planting:

Be aware of underground utilities by survey or contacting local officials or location services.

Plant shrubs after final grades are established and prior to lawn planting. Grades are to be high enough for proper drainage.

Planting holes to be 3 times wider than the horizontal diameter of the root ball MINIMUM.

All trees and shrubs to be mulched with 1" of organic compost and 3" of organic hardwood mulch for a total depth of 3" after setting.

Nut grass, dollar weed and other invasive weeds will be eradicated completely before final acceptance and payment is made.

Ivy areas:

Asiatic Jasmine to be planted on 18" centers and mulched with 3" of organic compost.

All ivy bed edges, except those edges against sidewalks, to be lined with chopped limestone 4" x 4" x 12" set on a concrete footing. Footing to be 4" depth and 6" wide with top surface at 2" below finished grade. Stone to be set on 2" mortar bed with finished elevation, top of stone, 2.5" above finish grade.

Ivy beds are in locations where tree roots are at, or above the surface of the lawn. Being such, the rock edge will have to work around difficult areas. Where roots are above the surface of grade, allow gaps in the stone to accommodate the root. NO ROOT CUTTING ALLOWED. Roots that are below the grade but interfering with the footing and stone will have a pad of Great Stuff maximum expansion spray foam, sprayed in-line with the stone edge. Once set, place concrete over the spray foam and set the stone. The stone will likely need to be cut to a 2x4x12 to compensate for the root zone. The 2" dim being the stone H when set.

Lawn preparation:

The area to be sodded shall be prepared as noted above, rough and smooth graded with all material not conducive to a smooth lawn to be removed. The area shall be rolled with a water weighted roller to insure no peaks and valleys exist. Areas with exposed roots to have additional topsoil brought in to level up to 5" above the root exposure and drainage reviewed to ensure no ponding created. The leveling up is to be spread over enough distance to be subtle and not noticeable.

Note the amendments to be added above.

Sod should be laid immediately upon delivery to avoid any drying out of the sod, if for any reason sod laying is delayed then cover the pallet with burlap and keep moist. Sod pallets should be placed in shade when possible to prevent the buildup of heat on the interior of the pile causing the sod to be killed.

After sod placement, all sod areas to be rolled a final time to ensure good soil contact.

Once rolled, water in all areas.

Minerals & Nutrients	Application Rate	Comments
Greensand	50 lbs./1000 sf	50 lbs./1000 sf
Soft Rock Phosphate	50 lbs./1000 sf	1/2 the rate if phosphorus adequate per soil test
Sulphur	5 lbs./1000 sf	Double rate if pH is too high per soil test
Gypsum	5 lbs./1000 sf	Use if soils are calcium deficient and heavy in salt
Minerals Plus by Rabbit Hill	40 lbs./1000 sf	40 lbs./1000 sf
MicroLife Humates Plus	5 lbs./1000 sf	Top dressing after all soil, landscape prep, and installed
Lawn Dressing: The Dirt Girl	1/4" overall lawn	Apply after MicroLife Humates

Quan (Sym)	Common Name	Botanic Name	Spacing	Water	Source	Comment
64 IH	Indian Hawthorn Indian Princess	Rhaphiolepis indica 'Monte'	4'	M	Monrovia	Medium drainage
619 YH	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	4'	M-L	Common	Well drained
2677 AJ	Asiatic Jasmine	Trachelospermum asiaticum	18"	H-M	Common	Medium drainage
50,000 sf	Palisades Zoyzia			L	King Ranch Turfgrass	Mowing Ht 1/2"-2"
100 LR	Red Spider Lily	Lycoris radiata	6"-8"	M		Sept Bloom

All quantities are estimates and the selected contractor shall measure entire site and submit any necessary updates on quantities.



Vista Planning & Design

Site Planning

Master Planning

EE Mitchell Wright ASLA, AICP, LEED AP

99 St. Louis, Missouri 63104

West Lake Hills, Texas 75746

(612) 673-4674

mtc@vistaplanningdesign.com

Hays County Court House

Master Landscape Plan

San Marcos, Texas



sheet number

Exh

Landscape Plan and Specifications

112322

IFB 2023-B14 Courthouse Grounds Renovation
Attachment B: Bid Form & Pricing

Project Identification:

IFB 2023-B14 Courthouse Grounds Renovation

This bid is Submitted to:

Electronically: www.bidnetdirect//hayscounty

Manually:

Hays County Purchasing Department
Attn. Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within **30 calendar days** from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

In submitting this bid, BIDDER represents and warrants that:

1. BIDDER has examined and carefully studied the Bidding documents and Addenda (if any). BIDDER hereby acknowledges receipt of the following addenda (list addenda by addendum number and date).

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

2. Bidder is familiar with, has taken into consideration in formulating its BID and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work;
3. BIDDER has obtained and carefully studied and is responsible for obtaining and studying any and all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishings of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto as may be necessary. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this BID for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.
4. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this BID is submitted as indicated in the Contract Documents.
5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reposts and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER; BIDDER has no questions regarding the work; BIDDER has all information necessary to make a fully informed BID; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this BID is submitted.
7. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

Bidder is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the work in accordance with the Bidding Documents; is fully qualified and has experience in performing work of the type as work covered by the Bidding Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which BIDDER bids and complete said work within the time stated for the following base bid price.

Total Bid Amount: \$ _____

Dollars/Cents

(Written Out)

When changes in the work are ordered other than identified in the proposed base bid and when such work has been approved by the OWNER, in writing, the successful bidder agrees that the Contract Sum shall be adjusted according to the unit prices.

Total Bid amount covers the cost of all work and materials in place, complete, per drawing, and specifications and including, but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee. Total pricing shall meet all requirements of the plans, details, and written specifications.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON, _____, 20_____.

State Contractor License Number: _____

IF BIDDER is: AN INDIVIDUAL

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business as: _____

Business address: _____

Phone Number: _____ Email: _____

IF BIDDER is: A PARTNERSHIP

By _____ (SEAL)
(Firm's Name)

(General Partner)

(Signature)

Business address: _____

Phone Number: _____ Email: _____

IF BIDDER is: A CORPORATION

By _____ (SEAL)
(Corporate Name)

(State of Corporation)

By _____
(Name of Person Authorized to Sign)

(Signature)

Attest: _____
(Secretary)

Business address: _____

Phone Number: _____ Email: _____

Date of Qualification to Do Business is: _____

IF BIDDER is: A JOINT VENTURE

By _____ (SEAL)
(Name)

(Address)

(Signature)

By _____ (SEAL)
(Name)

(Address)

(Signature)

Phone, Email & mailing addresses for receipt of official communications:

Business address: _____

Phone Number: _____ Email: _____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of a resolution and associated documents related to the General Land Office (GLO), Local Hazard Mitigation Plan Program (LHMPP). **BECERRA/T.CRUMLEY**

Summary

The General Land Office (GLO) requires a signed resolution and Authorized Signatory form from Hays County outlining the execution of both contractual and financial documents associated with the Local Hazard Mitigation Planning Program (LHMPP) grant. Langford Community Management Service is managing this project. Langford has requested Hays County list three authorized signatories for both contractual and financial documentation.

Grant Contract Number 22-130-022-D868

Attachments

Resolution

Authorized Signatories Form



Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

A RESOLUTION BY THE COUNTY COMMISSIONER'S OF THE COUNTY OF HAYS, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) LOCAL HAZARD MITIGATION PLAN PROGRAM (LHMPP) CONTRACT NUMBER 22-130-022-D868.

WHEREAS, the County of Hays, Texas has received a 2020 GLO Community Development Block Grant-Mitigation LHMPP award to update the County's Hazard Mitigation Plan, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Hays, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide GLO with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT Depository/ Authorized Signatories Designation Form.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S OF THE COUNTY OF HAYS, TEXAS, AS FOLLOWS:

The County Judge, County Auditor, and Director of Emergency Services be authorized to execute contractual documents between the General Land Office and the County for the 2020 Community Development Block Grant – Mitigation Local Hazard Mitigation Plan Program.

The County Judge, County Auditor, and County Treasurer be authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant - Mitigation Local Hazard Mitigation Plan Program.

ADOPTED THIS THE 28th DAY of MAY, 2023

**Ruben Becerra
Hays County Judge**

ATTEST:

**Elaine Cardenas
Hays County Clerk**

**Marisol Villarreal-Alonzo
Hays County Auditor**



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	Hays County	Contract Number:	22-130-022-D868
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Ruben Becerra	Marisol Villarreal-Alonzo
Name	Name
Hays County Judge	Hays County Auditor
Title	Title
Signature	Signature
Mike Jones	
Name	Name
Director of Emergency Services	
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution	
Address	
City, State, Zip Code	
Fund Account Number:	

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Ruben Becerra	Marisol Villarreal-Alonzo
Name	Name
Hays County Judge	Hays County Auditor
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Daphne Tenorio	
Name	Name
Hays County Treasurer	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the submission of a grant application to the Department of Justice for the Justice and Mental Health Collaboration Program in the amount of \$550,000.00 with a County cash match of \$155,000.00. **SHELL/T.CRUMLEY**

Summary:

Hays County is proposing to use funding from the Justice and Mental Health Collaboration Program grant to establish a Crisis Stabilization Center/Diversion Center (CSC/DC) in Hays County. The CSC/DC would provide stabilization for acute mental health crisis, referrals to community resources, and wrap around discharge planning with continuity of care. The establishment of the CSC/DC would allow members of the community experiencing any level of mental health crisis to immediately access assistance in developing a long-term care plan.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: N/A

Comments: Matching funds will need to be identified if grant is awarded.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: TBD, if awarded

Comments:

Attachments

SFLLL
Application
Narrative
Abstract
SF-424

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee

 * Name: Hays County
 * Street 1: 712 S. Stagecoach Trail Street 2:
 * City: San Marcos State: Zip:
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Justice	7. * Federal Program Name/Description: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Criminal and Juvenile Justice and Mental Health Collaboration Program</div> CFDA Number, if applicable: <input style="width: 80px;" type="text" value="16.745"/>
---	--

8. Federal Action Number, if known: <input style="width: 150px;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 100px;" type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:
 Prefix: * First Name: N/A Middle Name:
 * Last Name: N/A Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)
 Prefix: * First Name: N/A Middle Name:
 * Last Name: N/A Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: <input style="width: 150px;" type="text" value="Completed on submission to Grants.gov"/>	* Name: Prefix: <input style="width: 50px;" type="text"/> * First Name: Ruben Middle Name: <input style="width: 100px;" type="text"/> * Last Name: Becerra Suffix: <input style="width: 80px;" type="text"/>	
Title: <input style="width: 150px;" type="text" value="County Judge"/>	Telephone No.: <input style="width: 100px;" type="text"/>	Date: <input style="width: 150px;" type="text" value="Completed on submission to Grants.gov"/>

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Hays County Court Services	1/1/24	12/23/26
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
548996.0	155000.0	0.0
Total Estimated Funding		
703996.0		

Areas Affected by Project (Cities, Counties, States, etc.)

Hays County

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Application POC First Name

Ashton

Application POC Middle Name

Application POC Last Name

Pecina

Application POC Suffix Name

Organizational Affiliation

Hays County

Title

Grant Writer

Email ID

ashton.pecina@co.hays.tx.us

Phone Number

5123932209

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? 

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)

	Name manifest.txt	Date Added 2/22/23
	Name Form SF424_4_0-V4.0.pdf	Date Added 2/22/23
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 2/22/23
	Name GrantApplication.xml	Date Added 2/22/23

Authorized Representative

Authorized Representative Information

Prefix Name

First Name	Middle Name	Last Name	Suffix Name
Ruben	_____	Becerra	_____

Title

County Judge

Verify Legal Name, Doing Business As, and Legal Address

Legal Name
HAYS, COUNTY OF

UEI
RH4DFY1GC2R3

Doing Business As
COUNTY GOVERNMENT

Legal Address
Street 1
712 STAGECOACH TRL

Street 2
STE 1071

City	State	Zip/Postal Code
SAN MARCOS	TX	78666
CongressionalDistrict	Country	
21	USA	

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Certification Date / Time

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
a. Contact your Entity Administrator.
b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract



Hays County proposes to use funding to support individuals with mental health issues and/or substance abuse disorders through the creation of a crisis stabilization/diversion center. The purpose of the proposed project is to provide individuals experiencing active mental health crisis with immediate intervention, assessment, and stabilization followed up by continuity of care that would help them avoid involvement with the criminal justice system completely. By providing a facility that offers timely, quality, and intensive services, pressure placed on law enforcement and the jail as the solution would be alleviated. Research shows these individuals would be much better off served through appropriate treatment and linkages. This would lower caseloads for all Hays County employees but, most importantly, would be key in getting individuals the assistance they need to remain stabilized and connected with longer term community-based services. Primary activities will involve planning, developing, and building a crisis stabilization and diversion center. Hays County will partner with a contractor to staff the facility with licensed mental health staff including a psychiatrist, nurses, and social workers that will provide triage, assessment, medication management and psychiatry services, case management, counseling, and discharge planning.

where that will provide intake, assessment, medication management and primary services, case management, counseling, and discharge planning. Primary activities will also include facilitating and establishing strong relationships and collaborations between law enforcement, Hays County, and contract provider; and an established crisis response and workflow. If funded, Hays County will have the ability to quickly set up a contract for necessary mental health services and begin locating property in which to house the crisis stabilization center/jail diversion center. Expected outcomes include providing a necessary treatment resource for individuals in mental health crisis, serving as an important link and bridge to community resources, and lowering the number of individuals experiencing mental health crisis that are taken into custody or Emergency Department instead of receiving treatment. Once the project launches, Hays County and the contractor will collaborate to address challenges and trends to create a more effective system for addressing acute mental illness in Hays County. The service area will be Hays County, as the center will serve all Hays County residents. The location of the center will be determined once a contractor is selected. Program specific priorities areas that will be addressed are to promote effective strategies to expand the use of mental health courts and related services as well as to demonstrate and ensure that funds are used for public health and public safety. Lead applicant is Hays County.

Proposal Narrative



Goals, Objectives, Deliverables, and Timeline

Goal Statement

Establish a Crisis Stabilization Center/Jail Diversion Center within Hays County

Objective	Fiscal Year	Quarter
Procure a contractor to provide services including case management, inpatient treatment, and medication management within the first six months.	2024	Q2
Locate and secure a leased space for the Crisis Stabilization Center/Jail Diversion Center within the second six months	2024	Q4
Begin offering services at the CSC/DC	2025	Q1
Deliverable	Fiscal Year	Quarter
Outreach materials, posters, flyers brochures	2024	Q3
Action Plans	2024	Q4
Programmatic Reports	Ongoing	Ongoing
Evaluation Reports	2025	Ongoing
Training	2025	Ongoing
Training	2026	Ongoing

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Pre-Agreement Cost

No documents have been uploaded for Pre-Agreement Cost

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

**Disclosure of Process Related to Executive Compensation**

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

	Year 1	Year 2	Year 3	Total
Personnel	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$10,000	\$0	\$0	\$10,000
Construction	\$0	\$0	\$0	\$0
SubAwards	\$0	\$0	\$0	\$0
Procurement Contracts	\$75,000	\$150,000	\$150,000	\$375,000
Other Costs	\$35,000	\$119,996	\$164,000	\$318,996
Total Direct Costs	\$120,000	\$269,996	\$314,000	\$703,996
Indirect Costs	\$0	\$0	\$0	\$0
Total Project Costs	\$120,000	\$269,996	\$314,000	\$703,996
Federal	\$100,000	\$224,996	\$224,000	\$548,996

Non-Federal

\$20,000

\$45,000

\$90,000

\$155,000

Budget Totals

	Total	Percentage
Total Project Cost	\$703,996	
Federal Funds	\$548,996	77.98%
Non-Federal Amount	\$155,000	22.02%
Match Amount	\$155,000	22.02%
Program Income	\$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

No

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost

\$0

Total Non-Federal Amt (Match or Prog Inc)

\$0

Total Federal Amount

\$0

Additional Narrative

Year 2

Year 2

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
------	----------	--------	------	----------------	---------------------------	---------------

No items

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative

Year 3

Year 3

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
------	----------	--------	------	----------------	---------------------------	---------------

No items

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
------	------	----------	------------

No items

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0
Additional Narrative		

Year 2

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
No items			
Fringe Benefits Total Cost		Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0		\$0	\$0
Additional Narrative			

Year 3

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
No items			
Fringe Benefits Total Cost		Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0		\$0	\$0
Additional Narrative			

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C. and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C. and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1
Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										
Travel Total Cost			Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount				
\$0			\$0			\$0				

Year 2

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										
Travel Total Cost			Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount				
\$0			\$0			\$0				

Year 3

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										
Travel Total Cost			Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount				
\$0			\$0			\$0				

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization’s own capitalization policy for classification of equipment should be used). Expendable items should be included in the “Supplies” category Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the “Contracts” data fields under the “Sub awards” (Sub grants)/Procurement Contracts” category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested

information must be included in the budget detail worksheet and budget narrative.

Year 1

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
----------------	------------	------	------------	--------------------------	-----------------

No items

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Year 2

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
----------------	------------	------	------------	--------------------------	-----------------

No items

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Year 3

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
----------------	------------	------	------------	--------------------------	-----------------

No items

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printing	1.00	\$10,000.00	\$10,000.00		\$10,000.00

Supplies Total Cost

\$10,000

Total Non-Federal Amt (Match or Prog Inc)

\$0

Total Federal Amount

\$10,000

Additional Narrative

The printing services will include flyers, forms, etc. for the hosting of events across the county that will take place to promote and inform the public about the Crisis Stabilization Center. Information will be printed in both English and Spanish in order to increase community awareness. Printing will include costs for 3 public involvement meetings as well as general information. These meetings will take palce during the first 12 months in the planning phase.

Year 2

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Supplies Total Cost

\$0

Total Non-Federal Amt (Match or Prog Inc)

\$0

Total Federal Amount

\$0

Year 3

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Supplies Total Cost

\$0

Total Non-Federal Amt (Match or Prog Inc)

\$0

Total Federal Amount

\$0

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
-------------------------	---------------------	------------	------	------------	--------------------------	-----------------

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Year 2

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
-------------------------	---------------------	------------	------	------------	--------------------------	-----------------

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Year 3

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
-------------------------	---------------------	------------	------	------------	--------------------------	-----------------

No items

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								
Subawards Total Cost			Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount			
\$0			\$0		\$0			
Add Consultant Travel								
<div></div>								

Year 2

Subaward (Subgrant) Detail								
Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								
Subawards Total Cost			Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount		
\$0			\$0			\$0		
Add Consultant Travel								
<div></div>								

Year 3

Subaward (Subgrant) Detail								
Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								
Subawards Total Cost			Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount			
\$0			\$0		\$0			
Add Consultant Travel								

Procurement contracts (see “Contract” definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

▼ **Procurement Contract Detail**

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Mental Health Contractor	Contractor will provide services at the Crisis Stabilization Center including case management	No	United States	Texas	TBD	\$70,000.00		\$70,000.00
Interpretation	Services for Spanish interpretation for community engagement as well as translation of printed materials into Spanish	No	United States	Texas	TBD	\$5,000.00		\$5,000.00

Do you need Consultant Travel?
No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$75,000	\$0	\$75,000

Additional Narrative

Hays County plans will contract with a provider to staff the proposed Crisis Stabilization Center/Diversion Center. The contractor will provide services including medication management, onsite therapy, and case management services. The mental health contractors will also develop and implement trainings for law enforcement, clinical staff, and other stakeholders who will be involved with the Crisis Stabilization Center. In Year 1, Mental Health contractor costs will be lower as the procurement will happen during this period. Interpretation services will be used for community enagement services in order to provide information in both English and Spanish. Translation services will also be used to translate printed material providing the community with information abotu the proposed project in both English and Spanish.

Year 2

▼ Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Mental Health Contractor	Contractor will provide services at the Crisis Stabilization Center including case management	No	United States	Texas	San Marcos	\$150,000.00		\$150,000.00

Do you need Consultant Travel?
No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$150,000	\$0	\$150,000

Additional Narrative

Hays County plans will contract with a provider to staff the proposed Crisis Stabilization Center/Diversion Center. The contractor will provide services including medication management, onsite therapy, and case management services. The mental health contractors will also develop and implement trainings for law enforcement, clinical staff, and other stakeholders who will be involved with the Crisis Stabilization Center. Costs for this line item increase in Year 2 as the CSC will become operational and contractor will begin working with clients.

Year 3

▼ Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Mental Health Contractor	Contractor will provide services at the Crisis Stabilization Center including case management	No	United States	Texas	TBD	\$150,000.00		\$150,000.00

Do you need Consultant Travel?
No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$150,000	\$0	\$150,000

Additional Narrative

Hays County plans will contract with a provider to staff the proposed Crisis Stabilization Center/Diversion Center. The contractor will provide services including medication management, onsite therapy, and case management services. The mental health contractors will also develop and implement trainings for law enforcement, clinical staff, and other stakeholders who will be involved with the Crisis Stabilization Center. Costs are in line with Year 2 as services provided will remain the same.

Other Direct Costs**Instructions**

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail							
Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
Rent	1.00	monthly	\$7,000.00	5.00	\$35,000.00	\$20,000.00	\$15,000.00
Other Costs Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount			
\$35,000		\$20,000		\$15,000			
Additional Narrative							
Rent for space for the Crisis Stabilization Center/Diversion Center. Costs for rent are lower in Year 1 than in Years 2 and 3 as the county will seek to acquire a space in the second six months of the 12 month planning phase. Monthly costs are estimated slightly higher in Year 1 to account for start-up costs of acquiring the space and additional fees. The space will have up to 15 beds for treatment. 12 will serve as longer term stays (up to one week) and 3 will serve as short-term emergency detentions.							

Year 2

Other Cost Detail							
Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
Uninsured Patients	1.00	yearly	\$50,000.00	1.00	\$50,000.00		\$50,000.00
Rent	1.00	monthly	\$5,833.00	12.00	\$69,996.00	\$45,000.00	\$24,996.00
Other Costs Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount			
\$119,996		\$45,000		\$74,996			
Additional Narrative							
Rent for space for the Crisis Stabilization Center/Diversion Center. The space will have up to 15 beds for treatment. 12 will serve as longer term stays (up to one week) and 3 will serve as short-term emergency detentions. Hays County will budget with Justice and Mental Health Collaboration Programs funds accordingly to cover a portion of out of pocket costs for uninsured or underinsured patients. Hays County will seek additional funds to cover any further supplement costs for the uninsured and underinsured. Funds are allocated in one yearly sum rather than monthly as number of patients uninsured or underinsured will vary from month to month.							

Year 3

Other Cost Detail							
Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
Uninsured Patients	1.00	yearly	\$50,000.00	1.00	\$50,000.00		\$50,000.00
Rent/Building	1.00	monthly	\$9,500.00	12.00	\$114,000.00	\$90,000.00	\$24,000.00

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$164,000	\$90,000	\$74,000

Additional Narrative

Rent for space for the Crisis Stabilization Center/Diversion Center. The space will have up to 15 beds for treatment. 12 will serve as longer term stays (up to one week) and 3 will serve as short-term emergency detentions. Costs for this year are higher than Year 2 and Hays County will be seeking to move towards the purchase of a county owned building rather than a leased space during this time. Hays County will budget with Justice and Mental Health Collaboration Programs funds accordingly to cover a portion of out of pocket costs for uninsured or underinsured patients. Hays County will seek additional funds to cover any further supplement costs for the uninsured and underinsured. Funds are allocated in one yearly sum rather than monthly as number of patients uninsured or underinsured will vary from month to month.

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
-------------	------	--------------------------	------------	-----------------------------	--------------------

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative

Year 2

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
-------------	------	--------------------------	------------	-----------------------------	--------------------

No items

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative

Year 3

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					
Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
\$0	\$0		\$0		

Additional Narrative

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Additional Application Components

Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

Research and Evaluation Independence and Integrity Statement


No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

 Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDiscosur e	_____	_____

Disclosure of Duplication in Cost Items

DOJ Certified Standard Assurances



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34

U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that

the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 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 federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Not Signed

SignerID

Signing Date / Time

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OIP Applicants, to OIP at

law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at

Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Not Certified

SignerID

Signing Date / Time

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Not Signed

SignerID

Signing Date / Time

Other

No documents have been uploaded for Other

Not Certified

The Hays County Justice System is uniquely positioned to provide pivotal mental health care services to an otherwise severely underserved community. Many community members in an acute mental health crisis are faced with two options: insufficient intervention provided by emergency medical care, or incarceration. The overburdened, profit driven model of medical care is not equipped to provide the robust, continuous, and thorough treatment needed to stabilize members of our community long term. According to a 2020 study published in the Journal of Clinical Psychiatry between 2007 and 2016, about 8.4 million (8.3%) of 100.9 million ED visits nationwide were for psychiatric or substance use-related diagnoses. Over the 10-year study period, the proportion of ED visits for mental health diagnoses increased from 6.6% to 10.9%. Additionally, a special report published by the US Department of Justice showed that 1 in 4 inmates reported experiences that met the threshold for severe psychological distress. If given the necessary funding, the Hays County Justice System will be able to enact transformational change that will strengthen public health and safety. Specifically we are proposing to use funding from the Justice and Mental Health Collaboration program in order to establish a crisis stabilization center/diversion center (CSC/DC) in Hays County. The CSC/DC would provide stabilization for acute mental health crisis, referrals to community resources, and wrap around discharge planning with continuity of care. This means that members of the community experiencing any level of mental health need could immediately access assistance in developing a long term care plan. This will ease the burden on the county jails and the emergency medical department to assess, treat, and provide long term intervention.

In May of 2022, Hays County engaged Meadows Mental Health Policy Institute to conduct an assessment of the community's mental health system. The main goals of this assessment were to provide information on the current demographics and prevalence of mental

health needs of Hays County, gaps in services, and identify opportunities for growth. The following statistics are from this assessment. Impoverished individuals rely heavily on publicly funded programs to survive a mental health crisis. Approximately 42,000 adults (23%) in our county are estimated to have suffered from a mental health condition in 2020. Of the estimated 7,000 adults living with severe mental illness, over half (57%; 4,000 adults) were living in poverty. Currently, 28% (50,000 people) of the adult population in Hays County live 200% below the federal poverty line . Additionally, 20,000 adults living in Hays County suffer from Substance Abuse Disorder. Provisional data suggests that the number of deaths from suicide and drug overdose increased between 2020 and 2021. Specifically, the data suggests that drug overdoses tripled during this time. As the nation continues to experience economic uncertainty, the disparities surrounding mental health care access will become insurmountable without immediate public intervention. Alarming, the overall population of Hays County is expected to increase by 216% by 2050, increasing the population from about 180,000 in 2020 to 580,000 adults by 2050. Older adult populations will be growing at over double the rate of the 18-64 year old adult population. As a result, the need for mental health services for older adults may increase disproportionately to other age groups.

Over the last year, the Hays County Court has created a specialty treatment court focused on diverting individuals with mental health disorders, substance use disorders, and intellectual and developmental disabilities out of the criminal justice system, and linking them to community based services. This program is 12 months in length and consists of three phases: stabilization, psychosocial rehabilitation, and reintegration into the community. During stabilization court participants receive case management, monitoring of medication management, and referrals to counseling services. The psychosocial rehabilitation phase consists of education, housing,

employment, and personalized goal support (such as physical health needs, volunteer opportunities, and life skill development). Finally, court participants are reintegrated into the community through discharge planning and mentorship opportunities. This mental health court is expecting to graduate its first court participants this summer. One participant that suffered from a psychotic episode (which resulted in a seven month incarceration) has gone from being homeless to obtaining stable housing, supporting himself with an income, and reconnecting with his community. Another court participant that experienced a psychotic episode last year has successfully stabilized through medication and equine therapy, and has established a relationship with her estranged daughter. These are just two examples of successful rehabilitations facilitated by the Hays County Mental Health Court.

Additionally, the Hays County Mental Health Court coordinated with the Texas Department of Health and Human Services to facilitate a Sequential Intercept Model Mapping workshop with community stakeholders, leaders, and organizers. This conference was held over two days and included over seventy participants representing local hospitals, law enforcement, Texas State University staff, jail administrators, mental health treatment providers, and court staff. The first day of the workshop focused on presenting and comparing statistical data related to the intersection of mental health and criminal justice at the nation, state, and local level. We then had an open discussion of the current gaps in services at each intercept of the continuum between crisis, incarceration, and re-entry. The participants voted on their top five priorities: a diversion center, a community treatment pilot program, development of a county led Behavioral Health Office, increased data sharing, and enhanced 9-1-1 response to behavioral health crisis. The second day participants were divided into smaller work groups to focus on action planning

for each priority. This workshop birthed the Behavioral Advisory Team led by the San Marcos Chief of Police Stan Standridge, and County Court at Law Judge Elaine Brown.

At this time Hays County has the desire and motivation to create the CSC/DC, but lacks the funding for initial start-up costs, planning, and piloting of the program. The cost of housing mentally ill community members in Hays County Jail is a continuing financial burden but is an unavoidable expense until we have an alternative solution. The funding from the Mental Health and Criminal Justice Grant would fund this alternative solution, freeing up future local funds that will be funneled back into the maintenance and operation of the CSC/DC.

In order to create and implement the Crisis Stabilization Center/Diversion Center the Behavioral Health Team and Hays County will identify a contractor to provide services within the first six months of the grant contract. According to county policy, a request for proposal will be released requesting bids from contractors. A three-person review committee comprised of Hays County employees will review the bids that are received and evaluate them independently. Once a contractor has been selected, work will begin to locate a property to house the crisis stabilization center. Initially, the JMHCP funding will be used to lease a property with the ultimate goal of using future local funding to buy property for a permanent facility. This commercial property will need to be centrally located to make it accessible for residents within Hays County. The property will need an area for intakes and assessments, secure rooms for emergency monitoring and care (48-72 hours), additional beds for individuals that meet stabilization criteria (a week or less), and office space for service providers. This facility will be modeled after other successful stabilization centers that exist locally in Travis County and Bexar County. The county will identify and secure a property within the second six months of the grant

contract, and then modify the facility to meet the needs of the program. The CSC/DC will be operational at the beginning of the second year of the grant contract.

Once a contract is established with a local service provider, the Hays County Mental Health Court will work with their social workers and mental health professionals to create consistent assessment and screening protocols informed by evidence based practice . These assessments will include the diagnosis of mental health disorders covered by the DSM-V. Additionally, they will determine the criteria for emergency monitoring and care (48-72 hour holds) outside of the court ordered emergency detentions, and emergency stabilization (a week or less). Eligibility for services will include adult community members voluntarily seeking mental health services, individual arrested who appear to be experiencing a behavioral crisis, or individuals being placed on an emergency detention by the court.

Next, the contracted mental health team will create protocols to address emergency stabilization through medication management, onsite therapy, and case management services. The protocols will also establish discharge planning services that include connection to inpatient programs (substance abuse and mental health), housing placement or emergency shelter, transportation services, and ongoing therapeutic services. Some of these protocols have already been established by the Hays County Mental Health court social workers, and have been shown to be effective in diverting court participants to evidence based treatment rather than jail.

Once the contracted mental health team has established these protocols they will develop and implement trainings for law enforcement, clinical staff, and any other system stake holders (emergency shelter staff, local nonprofits, Texas State University counseling services, etc) who will be in charge of referring clients to the CSC/DC. Concurrently, BAT and Hays County will utilize various community channels to inform the public and stakeholders about services offered

by the CSC/DC. This will include partnering with local media outlets to inform the public, engaging in workshops with local law enforcement to update procedures for mental crisis intervention, and providing information to local health facilities.

Hays County will also hire IT/Data Analyst staff to work with the mental health team to identify an appropriate software tool to record and monitor client information, referral sources, treatment plans, community resources, and client outcomes. This data will allow Hays County to monitor strengths and weakness within the programing. The final goal of the planning phase is to create a timeline for a soft launch of the program and a full launch of services. The soft launch will include a limited number of referrals from a law enforcement agency for the first two to four weeks to test the feasibility of the program, expose and address any process obstacles, and demonstrate the program's worth in the community.

Monitoring the effectiveness of programing is a crucial element of the BAT and Hays County CSC/DV program. The data collected by the above referenced software will be shared quarterly with community stake-holders to create transparent communication and accountability. Additionally, the CSC/CD program will provide clients with a feedback survey to ascertain their thoughts and insights about the effectiveness of services. This will allow those most impacted by the programming to be a part of developing a culturally competent, and locally driven model of implementation.

The Crisis Stabilization Center/Diversion Center will address the community's reliance on Emergency Room services and the County Jail by providing evidenced based care to community members that need it the most. Community members will be able to pay for services with most insurances, Medicaid or Medicare, and the grant will cover anyone that is uninsured or underinsured so they can access these vital services . Emergency Room medical services and

County Jail can only provide short term, incomplete treatment to community members. This is comparable to a hospital providing a bandage for an infected wound that needs antibiotics. The root issue can never be addressed, and will only increase in scope the longer it is allowed to fester. The services provided by the CSC/DC will treat the underlying condition that is draining community resources. Funding provided by JMHCP grant will enable Hays County to set aside funds used in the jails for future support of the CSC/DC program. Without initial funding, Hays County will be unable to bridge the gap between current jail services and more effective evidence based programming.

Hays County is seeking Priority 1 (A) consideration for funding due to the prevalence of mental health conditions in the Hispanic/Latino population, and the increasing population of older adults who have been historically vulnerable and in need of mental health care services. 37% of Hays County is Hispanic/Latino, but they make up 40% of the population experiencing severe mental illness and 47% of the population living in poverty. As addressed above, the older adult population is expected to increase 410% by 2050. Ensuring that these population are included in the development of services is vital. The above-mentioned feedback survey given to clients at discharge will be a tool used to include the Latino/Hispanic population and older adults in the improvement and implementation of services. Hays County has extensive experience with managing local, state, and federal grants. In the past year, Hays County has received funding awards from agencies such as the Office of the Governor (Texas), the Department of Justice, and the Texas Department of Emergency Management among others. The Hays County Grants Office is comprised of two county grant writers who write applications as well as maintain and ensure the submission of programmatic progress reports. The Grant Writers also communicate with the County Auditor's Office to ensure all financial reporting is completed.

In 2021 the county developed a Mental Health Court and became a partnered organization to create a Behavioral Advisory Team. Then, in September of 2022 a Sequential Intercept Model mapping workshop was hosted by Hays County. Each of these programs have been successful in addressing or identifying various needs within the county. Although these programs are new, they have encouraged a focus on the mental health gaps throughout Hays County. All have shown inter-departmental collaboration, problem-solving, customer service, integrity, and decision-making to benefit the county's residents. Organizationally, the Crisis Stabilization Center would fall under the direction of the Pre-Trial Services Department and work closely with the County court system. Hays County's Mental Health Court and Pre-Trial Services Office will be responsible for performance reports, which involves collecting data, and overseeing mental health contractors to ensure the proposed project is following grant guidelines.

Once funding has been received and a contractor has been selected, Hays County will promptly begin the search for a property for this project. The county will work with outside resources to find a property that will best fit the needs for this space. If awarded, Hays County will provide the essential equipment, materials, and leadership for the selected contractors to move forward with providing treatment resources and services to residents. Mental health contractors will facilitate the proposed project in addition to the services that are needed to ensure the mental illness and substance abuse disorder is addressed.

Daily collection of information such as vital patient information and statistics will be done at the crisis stabilization center by the contractor. Hays County will review and maintain records on the number of intakes and clients served. The county plans to hire data analysts to work with the mental health team to identify an appropriate software tool to record and monitor client information, referral sources, treatment plans, community resources, and client outcomes.

By collecting this data, Hays County will be better able to monitor strengths and weakness within the program.

Monitoring the effectiveness of programing is a crucial element of the Hays County CSC/DV program. The data collected by the above referenced software will be shared quarterly after launch with community stakeholders to create transparent communication and accountability. Additionally, the CSC/CD program will provide clients with a feedback survey at discharge to ascertain their thoughts and insights about the effectiveness of services. This will allow those most impacted by the programming to be a part of developing a culturally competent, and locally driven model of implementation.

Hays County will be responsible for ensuring the selected contractor is meeting project goals. Contractors will meet regularly with Hays County staff as well as provide regular updates to the Hays County Commissioners Court to ensure all parties are up to date with the proposed activities. Collecting data may include, in-depth interviews, participant observation, group discussions, and documents examination.

Hays County has experienced, and continues to experience, exponential growth. With the limited mental health resources in the county already strained, it is more important than ever for Hays County to implement additional services to serve its residents. The creation of a crisis stabilization center will benefit both residents as well as law enforcement by providing much needed assistance for individuals suffering from active mental health crises. By lifting the strain on both law enforcement and the court system, the crisis stabilization center will reduce unnecessary court cases and help individuals who do not need to be incarcerated be connected to resources that will best serve them.

Hays County proposes to use funding to support individuals with mental health issues and/or substance abuse disorders through the creation of a crisis stabilization/diversion center. The purpose of the proposed project is to provide individuals experiencing active mental health crisis with immediate intervention, assessment, and stabilization followed up by continuity of care that would help them avoid involvement with the criminal justice system completely. By providing a facility that offers timely, quality, and intensive services, pressure placed on law enforcement and the jail as the solution would be alleviated. Research shows these individuals would be much better off served through appropriate treatment and linkages. This would lower caseloads for all Hays County employees but, most importantly, would be key in getting individuals the assistance they need to remain stabilized and connected with longer term community-based services. Primary activities will involve planning, developing, and building a crisis stabilization and diversion center. Hays County will partner with a contractor to staff the facility with licensed mental health staff including a psychiatrist, nurses, and social workers that will provide triage, assessment, medication management and psychiatry services, case management, counseling, and discharge planning. Primary activities will also include facilitating and establishing strong relationships and collaborations between law enforcement, Hays County, and contract provider; and an established crisis response and workflow. If funded, Hays County will have the ability to quickly set up a contract for necessary mental health services and begin locating property in which to house the crisis stabilization center/jail diversion center. Expected outcomes include providing a necessary treatment resource for individuals in mental health crisis, serving as an important link and bridge to community resources, and lowering the number of individuals experiencing mental health crisis that are taken into custody or Emergency Department instead of receiving treatment. Once the project launches, Hays County and the contractor will collaborate to address challenges and trends to create a more effective system for addressing acute mental illness in Hays County. The service area will be Hays County, as the center will serve all Hays County residents. The location of the center will be determined once a contractor is selected. Program specific priorities areas that will be addressed are to promote effective strategies to expand the use of mental health courts and related services as well as to demonstrate and ensure that funds are used for public health and public safety. Lead applicant is Hays County.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Hays County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6002241

* c. Organizational DUNS:

0974948840000

d. Address:

* Street1:

712 S. Stagecoach Trail

Street2:

* City:

San Marcos

County/Parish:

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Ashton

Middle Name:

* Last Name:

Pecina

Suffix:

Title:

Grant Writer

Organizational Affiliation:

Hays County

* Telephone Number:

512-393-2209

Fax Number:

* Email:

ashton.pecina@co.hays.tx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Justice

11. Catalog of Federal Domestic Assistance Number:

16.745

CFDA Title:

* 12. Funding Opportunity Number:

PKG00279474

* Title:

BJA FY 23 Justice and Mental Health Collaboration Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Hays County Court Services

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX-25

* b. Program/Project TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2024

* b. End Date: 12/31/2026

18. Estimated Funding (\$):

* a. Federal	550,000.00
* b. Applicant	
* c. State	
* d. Local	155,000.00
* e. Other	
* f. Program Income	
* g. TOTAL	705,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative:



* Date Signed:





Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Judge Beth Smith

Sponsor:

Commissioner Cohen

Agenda Item:

Amend the Justice of the Peace Technology Fund for the JP Precinct 2 Office for continuing education related to the annual Tyler Technology conference held in San Antonio in May 2023. **COHEN/B.SMITH**

Summary:

The Justice of the Peace, Pct. 2 would like to send two staff members to the annual Tyler Connect conference in San Antonio, Texas. This conference offers hundreds of training classes on the Tyler New World and Odyssey products that Hays County utilizes. There are specific training classes on courts & public safety as well as networking and round table discussions. Funds are available within the JP Technology Fund to cover all associated costs.

Fiscal Impact:

Amount Requested: \$4,250

Line Item Number: 112-627-00.5551

Budget Office:

Source of Funds: JP Technology Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,250 - Increase Continuing Education 112-627-00.5551

(\$4,250) - Decrease Non-Dept Data Supplies 112-000-00.5202

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: 03/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Sheriff's Office to accept a donation of \$25,000 from Peter & Jill Attia for the Fentanyl Outreach Program and amend the budget accordingly. **SHELL/CUTLER**

Summary:

Letter attached.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-899]

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$25,000) - Increase Contributions 001-618-99-899.4610

\$16,400 - Increase General Supplies 001-618-99-899.5201

\$8,000 - Increase Travel 001-618-99-899.5501

\$600 - Increase Data Supplies 001-618-99-899.5202

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$25,000 Contributions Revenue

Comments:

Attachments

Letter



MB 01 001471 27387 H 5 A
HAYS COUNTY SHERIFF'S OFFICE
GIFT PROCESSING
810 SOUTH STAGE COACH
SAN MARCOS, TX 78666



March 15, 2023

GRANT ENCLOSED We are pleased to present Hays County Sheriff's Office with the enclosed grant in the amount of \$25,000.00 made on behalf of a donor-advised fund account at Schwab Charitable™.

Grant Amount	\$25,000.00
Acknowledgment	Peter and Jill Attia Family Charitable Fund
Address	The donor selected not to include their address with this grant.
Grant Designation	This grant is for the Fentanyl outreach program.
Personal Message	""

If you have any questions regarding this grant, please visit www.schwabcharitable.org/charities. We wish you success with your charitable goals.

NOTE TO THE CHARITY:

- By accepting this grant, your organization certifies to Schwab Charitable that:
 - No donor or individual related to the donor will receive any goods, services or other more than incidental private benefits. Examples may include but are not limited to: If the grant is for an event or gala, it does not pay for tickets or any goods purchased at auction. If the grant is for a membership, the membership must be considered 100% tax deductible. If the grant is to support missionary work, your organization will have full control and discretion regarding its use and application. If the grant is for a scholarship, the donor does not have control over the distribution of funds. If the grant is to a school or educational fund, it does not pay for the tuition of the donor or any related individual nor for preferential tickets, seating or access to events.
 - The grant will not be used to fulfill a pre-existing legally binding pledge.
 - If grantee is a government entity, the grant funds can be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.
- Your organization should not provide the donor a tax receipt for this grant, as Schwab Charitable has already provided the donor with a tax receipt at the time of contribution. Please do not send thank you notes or marketing materials to Schwab Charitable.
- Grants and account names are recommendations of the donor and do not reflect the views of Schwab Charitable, Charles Schwab & Co. Inc. or any of its affiliates.

Schwab Charitable is the name used for the combined programs and services of Schwab Charitable Fund, an independent nonprofit organization. Schwab Charitable Fund is recognized as a tax-exempt public charity as defined in Internal Revenue Code ("IRC") Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi). Schwab Charitable Fund has entered into service agreements with certain affiliates of The Charles Schwab Corporation.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Approve out-of-state travel for Deputy Anthony Hipolito and Deputy Mark Andrews to Arkansas City, Kansas beginning April 10-April 12, 2023, to conduct a fentanyl presentation for Arkansas City High School and citizens of the community. **SHELL/CUTLER**

Summary:

The S.O. has been working with local school districts to provide education about the synthetic opioid crisis and has become the leading agency of fentanyl education. The S.O.'s presentations are in high demand as we have learned that not much education is provided by other agencies.

Just recently, the S.O. was contacted by the Arkansas City Police Department. They are requesting a presentation for the Arkansas City High School in addition to a presentation for citizens of the community. Increased awareness will improve coordination and promote readiness among schools, community members, public health, and law enforcement to deal with the crisis. The S.O. recently received a donation of \$25,000 to assist with funding the Fentanyl Outreach Program.

Funding for travel includes airfare, hotel, per diem, and a rental car is available in the fentanyl outreach contribution budget. **SHELL/CUTLER**

Fiscal Impact:

Amount Requested: \$2,000

Line Item Number: 001-618-99-899.5501

Budget Office:

Source of Funds: Grant Funds

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, Travel Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sheriff Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a three (3) year Focus Complete Care Hardware Service Plan for \$7,105.19 between Hays County and ZNET Tech, LLC. for FARO, a 3D measuring tool for investigation purposes utilized by the Hays County Sheriff's Office. **INGALSBE/CUTLER**

Summary:

The Hays County Sheriff's Office utilizes FARO for 3D measuring tool for investigation purposes and was originally purchased with a hardware service plan and it has expired. The machine needs to be calibrated each year to ensure it is working properly, and cost per calibration is \$3,800.00. The Sheriff's Office would like to purchase a 3 year FOCUS Complete Care Hardware plan for \$7,105.19, which includes the calibration each year.

The FARO was purchased utilizing the GSA Schedule 47QTCA18D003S, and the hardware service plan will be procured through GSA Schedule 47QTCA18D003S.

Attachments:

Faro quote

Fiscal Impact:

Amount Requested: \$7,105.19

Line Item Number: 001-618-00.5411

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, GSA Schedule 47QTCA18D003S

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

Service Quote



Remit To:
ZNet Tech, LLC
PO BOX 213
Olney, MD 20830
301 200-4715 office
301 200-4716 fax

GSA Schedule **47QTCA18D003S**

Ship To: Hays County Procurement Coordinator
712 S. Stagecoach Trail, Suite 1071
Address: San Marcos, TX 78666
(512) 393-2271

Quote
0323-9-Hays 3

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0323-9-Hays 3	Gary Block 202 262-8002 / garyb@znettech.com	9-Mar-23	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499V5			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	SV2-SCN-Y3	FOCUS Standard Complet Care 3 year renewal			1	\$ 7,105.19
		Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Extends the benefits of the manufacturer's warranty through year 3 from point of sale.				
		ZNet Tech, LLC. Small Business 47QTCA18D003S			SUBTOTAL	\$ 7,105.19
		Thank you for considering ZNet Tech, LLC..				
					TOTAL	\$ 7,105.19



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Randy Foken

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the purchase of one Fujitsu fi-8170 Document Scanner valued at \$1,232.00 and one 10-ft Conference Table valued at \$792.18 for the Pre-Trial Services Department and amend the budget accordingly. **SHELL/FOCKEN**

Summary:

The Pre-trial Services Director is in need of a document scanner and a conference table for the new office space located at the Government Center.

Fiscal Impact:

Amount Requested: \$2,024.18

Line Item Number: 011-763-99-165]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,232 - Increase Computer Equipment_Operating 011-763-99-165.5712_400

\$793 - Increase Office Equipment_Operating 011-763-99-165.5711_400

(\$2,025) - Decrease Continuing Education 011-763-99-165.5551

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Omnia Contract (R-TC-17006) and DIR-TSO-3763

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dell Quote

Amazon Quote



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147638357.2	Sales Rep	Michael Harden
Total	\$1,428.12	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Mar. 15, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 14, 2023		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order.
Thank you for shopping with Dell!

Regards,
Michael Harden

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2844	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	\$1,232.00	1	\$1,232.00

Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	\$196.12	1	\$196.12
--	----------	---	----------

	Subtotal:	\$1,428.12
	Shipping:	\$0.00
	Non-Taxable Amount:	\$1,428.12
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
<hr/>		
	Total:	\$1,428.12

Shipping Group Details

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2844	Standard Delivery

		Quantity	Subtotal
Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1		1	\$1,232.00
Estimated delivery if purchased today: Mar. 23, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	AC120062	-	1	-

		Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170		1	\$196.12
Estimated delivery if purchased today: Mar. 23, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	AC246349	-	1	-

	Subtotal:	\$1,428.12
	Shipping:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$1,428.12

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

Vickie Dorsett

From: Erica Lee
Sent: Wednesday, March 15, 2023 12:27 PM
To: Randy Focken
Cc: Stephanie Hunt; Vickie Dorsett
Subject: Pre Trial Services Conference Table

Good Morning,

Below is the conference table wanted for the new Pre Trail Services office space.



Roll over image to zoom in



[VIEW IN YOUR ROOM](#)

GOF 6FT, 8FT, 10FT Conference Table Chair (10902B) Set, Cherry, Espresso, Mahogany, Walnut (10ft, Espresso)

Brand: GOF

★★★★☆ 7 ratings

Price: \$800.18

Business Price ~ **\$792.18**

You Save: \$8.00 (1%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Size: 10ft

6ft

6ft with 4 Chairs

8ft

8ft with 6 Chairs

10ft

10ft with 8 Chairs

Chair (10902B)

Color: Espresso



Color Espresso

Shape Oval

Brand GOF

Table design Conference Table

Style Modern

About this item

Thank you,
Erica Lee
Hays County Information Technology
712 South Stagecoach Trail, Suite 1206
San Marcos, Texas 78666
(512) 393-2844

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Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize execution of Amendment 1 to the Professional Services Agreement between Hays County and Initium Health pursuant to RFP 2022-P11 Community Health Assessment. **BECERRA/T.CRUMLEY**

Summary:

On November 22, 2022, the Commissioners Court executed a Professional Services Agreement with Initium Health, pursuant to RFP 2022-P11 Community Health Assessment, which cited a duration of four (4) months. The duration is being extended to six (2) months to allow time for conclusion of the services.

Fiscal Impact:

Amount Requested: None, time extension only
Line Item Number: 120-675-99-154.5448

Budget Office:

Source of Funds: Department of State Health Services Grant
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P11 Community Health Assessment
G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Contract Amendment

First Amendment to the Professional Services Agreement between Hays County and Initium Health (RFP 2022-P11 Community Health Assessment)

1. This First Amendment to the Professional Services Agreement (the “First Amendment”), attached as *Exhibit “A”* and executed November 22, 2022, is made this 28th day of March 2023, by and between **Hays County, Texas (“Client”)** and **Initium Health (“Contractor”)**. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

2. Additional time added to Duration:

- Extend the current completion date of April 30, 2023, to June 30, 2023, adding an additional two (2) months for completion.

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: _____

INITIUM HEALTH

By: James Corbett

Printed Name: James Corbett

Title: Principal

Dated: 3/22/23

ATTEST: _____

Elaine Cardenas
Hays County Clerk

Exhibit A
RFP 2022-P11 Community Health Assessment Contract



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute a Fifth Amendment to the Waste Connections Lone Star, Inc. Countywide Dumpster Contract (IFB 2021-B12), in relation to adding dumpster services to 101 Thermon Drive, San Marcos, TX, at \$17.78 per haul. **BECERRA/T.CRUMLEY**

Summary:

On December 7, 2021, the Commissioners Court awarded a contract to Waste Connections Lone Star Inc. pursuant to IFB 2021-B12 Countywide Dumpsters. Hays County recently purchased the building located at 101 Thermon Drive, San Marcos, TX, and Countywide Operations is requesting dumpster services to be added to this location.

Services being added:

4-yard dumpster (2 hauls per week) \$17.78 per haul

Fiscal Impact:

Amount Requested: Pricing per bid tab

Line Item Number: Various .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-B12, Countywide Dumpsters

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

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Amendment 5 - IFB 2021-B12

Fifth Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpster Contract)

1. This Fifth Amendment to the Countywide Dumpster Contract (the "Fifth Amendment"), attached as *Exhibit "A"* and executed December 7, 2021, is made this 23rd day of March 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. Addition of Location:

- a. Add Countywide Operations Building, 101 Thermon Drive, San Marcos, TX 78666
 - 4-yard dumpster, picked up twice per week: \$17.78/per haul

3. Except for the above modifications set forth in this Fifth 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: 3-23-2023

ATTEST: _____

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with Caldwell County relating to the County's FM 2001 East project. **INGALSBE/BORCHERDING**

Summary:

Hays County is developing the FM 2001 East project from Graef Road to existing FM 2001 0.6 miles southeast of SH 21 in coordination with the Texas Department of Transportation. This project is an element of the County's 2016 Road Bond Program. Hays County is responsible for right-of-way acquisition for the project. A small portion of necessary right-of-way is located in Caldwell County. In the event right-of-way located in Caldwell County would need to be obtained by eminent domain, Hays County would require the assistance of Caldwell County. The Interlocal Agreement memorializes the roles and responsibilities of Hays County and Caldwell County with regard to the acquisition of right-of-way located in Caldwell County. The cost of right-of-way acquisition for the project, including right-of-way acquisition services, is currently estimated to be \$1,610,244.00 and would be the responsibility of Hays County. It is anticipated that there would be minimal cost to Caldwell County, and only in the event the County's eminent domain power would be required. Partial construction funding has been identified by the Capital Area Metropolitan Planning Organization (CAMPO). A letting date will be identified when the remainder of construction funding is identified.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 035-802-96-644.5632_400

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?: Interlocal Cooperative Agreement

G/L Account Validated Y/N?: Yes, Right of Way Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

FM 2001 East ILA with Caldwell County

**FM 2001 EAST PROJECT
INTERLOCAL COOPERATION AGREEMENT
HAYS COUNTY AND CALDWELL COUNTY**

This Agreement is made and entered into by and between Hays County, Texas, ("Hays"), and Caldwell County, Texas, ("Caldwell"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

RECITALS

WHEREAS, Hays County is entering into an Advance Funding Agreement (AFA) with the Texas Department of Transportation ("TxDOT") for the new construction/realignment of FM 2001 from Graef Road to southeast of SH 21 (the "Project") located within both Hays County and Caldwell County; and

WHEREAS, because expeditious completion of the Project will benefit the citizens of Hays County, Hays County is currently assisting TxDOT by acquiring the Project right-of-way and associated easements located in Caldwell County;

WHEREAS, Hays County can further expedite completion of the Project, and thus further benefit its citizens, by assisting with the acquisition of Project right-of-way and associated easements in Caldwell County;

WHEREAS, the Parties desire to cooperate in and establish their respective responsibilities for acquisition of the Project right-of-way and associated easements in Caldwell County; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

PROJECT DESCRIPTION

The FM 2001 East Project consists of proposed improvements for the approximate 2.541-mile corridor from Graef Road to southeast of SH 21, including construction of two travel lanes (one in each direction) with varying shoulders in the interim timeframe and the construction of two additional travel lanes in the ultimate timeframe (to be determined).

Project Costs:

Interim Construction: \$10,860,307.00

Interim Design:\$797,247.00

Right-of-Way (ROW) Acquisition: \$1,250,000.00 (includes ultimate right-of-way)

Utility Relocation: \$325,000.00 (includes ultimate utility relocation)

ROW and Utility Relocation Services: \$247,924.00 (includes ultimate services)

AGREEMENTS

Now, therefore, the Parties agree as follows:

A. MANAGEMENT AND COORDINATION

1. Hays designates Jerry Borcharding, P.E. (or successor), Director of the Hays County Transportation Department ("Director"), to act on behalf of Hays with respect to the services to be performed under this Agreement. The Director shall have complete authority to interpret and define Hays' policies and decisions with respect to the services. The Director may designate other representatives to transmit instructions and receive information.
2. The Caldwell County Judge shall designate a person to act on behalf of Caldwell ("Caldwell Designee") with respect to the services to be performed under this Agreement. Caldwell Designee will have complete authority to interpret and define Caldwell's policies and decisions with respect to the services. The Caldwell Designee may designate other representatives to transmit instructions and receive information. The Caldwell Designee shall be responsible for determining whether any approval or action by Caldwell under this Agreement can be made or taken by the Caldwell Designee or requires presentation to and/or a vote of the Caldwell County Commissioners Court, and Hays may rely and act on those determinations.

B. SERVICES

1. Hays shall assist Caldwell by managing the process for acquisition of Project right-of-way and associated easements in Caldwell County. Caldwell agrees to provide assistance in negotiations with landowners in Caldwell County, when such assistance is requested by the Director. Such assistance shall be made via Caldwell's coordination with Hays' right-of-way negotiators.
2. The Parties agree to comply with applicable federal and state laws, regulations, and procedures in the acquisition of the necessary right-of way and associated easements for the Project, including all applicable TxDOT policies and procedures.
3. Hays will provide the following services to Caldwell with regard to the acquisition of Project right-of-way and associated easements in Caldwell County.
 - a. In coordination with Caldwell, Hays will attempt to obtain donations of as many parcels as reasonably possible.
 - b. For all parcels, Hays will obtain any necessary title commitments, appraisals, land plans, appraisal reviews, and other professional services pursuant to its standard contracts for professional services with title companies, appraisers, land planners, and other professionals.
 - c. Hays will prepare all necessary contracts and documents, including any closing documents not provided by the landowner or the title company, and coordinate the closing of all conveyances for all parcels.
 - d. Hays will manage relocation of utilities to provide clear right-of-way for construction

of the Project on a timely basis

- e. If condemnation of a parcel is necessary, Hays will provide a full copy of its file to the Caldwell County Attorney and will, to the extent reasonable and necessary for briefing and testimony, make available the Hays County right-of-way negotiator who negotiated with the condemnee on that parcel.
4. If Caldwell finds Hays deficient in providing any services, Caldwell shall immediately report the deficiencies either in person or by telephone conversation to the Director and the Right-of-Way Manager, with an additional written notice to be deposited in the U.S. Mail within 24 hours. The Director shall direct any appropriate remedial action.

C. FINANCIAL OBLIGATIONS

1. In consideration of the benefits to Hays County's citizens of expeditious completion of the Project, Hays shall bear the costs of the services its employees provide to Caldwell related to acquisition of right-of-way and associated easements in Caldwell County.
2. Hays shall bear the following costs related to acquisition of Project right-of-way and associated easements in Caldwell County:
 - a. Costs of professional services, including title commitments and services, appraisals and appraisal reviews, land plans and land planning services, expert witnesses, etc., at the rates provided by Hays' professional services contracts or other agreements for such services.
 - b. Actual acquisition costs, including purchase price for Project right-of-way and associated easements, title insurance, closing costs, damages and/or costs to cure, damages to or relocation or replacement costs for fences, improvements, utilities, etc.
3. As required by law, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

D. PARCELS PARTLY IN BOTH HAYS AND CALDWELL COUNTIES

1. If condemnation of a parcel located in both Hays and Caldwell is necessary, both Caldwell and Hays shall approve the institution of condemnation proceedings on a timely basis. Hays will prosecute condemnation actions for such parcels. If it is necessary to condemn a parcel located wholly within Caldwell County, Caldwell will condemn that parcel at Hays' expense and on a timely basis.

E. LIABILITY; MUTUAL INDEMNITY

The Parties agree that, to the extent allowed by Texas law, they are respectively responsible for their

own proportionate share of any liability arising out of or in connection with the activities to be undertaken pursuant to this Agreement.

Hays agrees, to the fullest extent permitted by law, to indemnify and hold harmless Caldwell County, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Hays' negligent acts (and the negligent act of its employees) in connection with this Agreement.

Caldwell agrees, to the fullest extent permitted by law without necessitating the creation of an interest and sinking fund, to indemnify and hold harmless Hays County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Caldwell's negligence and that of its employees, other contractors, or anyone for whom Caldwell is responsible or legally liable.

F. ACCESS TO PROJECT PROPERTY

The Parties acknowledge that it may be necessary for Caldwell and Hays, and their respective employees and professional consultants, to enter onto real property in the Parties' respective jurisdictions to perform surveying and other professional services for the development of the Project. Therefore, the Parties agree to provide any necessary assistance, including the initiation and prosecution of legal proceedings, to secure the right of the Parties and their respective employees and consultants to enter onto such real property as is necessary in the development of the Project.

G. FORCE MAJEURE

In the event that the performance by any of the Parties of any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

H. NOTICE

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

HAYS COUNTY:	Ruben Becerra
	Hays County Judge
	111 E. San Antonio Street, Suite 300
	San Marcos, Texas 78666

COPY TO:

Office of General Counsel
Attn: Mark Driscoll Kennedy
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

CALDWELL COUNTY:

Hoppy Haden
Caldwell County Judge
110 S. Main Street, Room 101
Lockhart, Texas 78644

COPY TO:

Caldwell County District Attorney's Office
Attn: Civil Attorney
1703 S. Colorado Street, Box 5
Lockhart, Texas 78644

I. MISCELLANEOUS

1. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular of plural number shall each be deemed to include the others.
2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein and supersedes all prior negotiations, agreements, representations and understandings, if any, between the Parties respecting the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization. No official, representative, agent, or employee of either county has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the county's commissioners court.
3. This Agreement takes effect upon the complete execution of the Agreement by the Parties and shall have an initial term of one year. Pursuant to section 791.011(f) of the Texas Government Code, this Agreement shall automatically renew on the 1st day of October of each calendar year unless otherwise validly terminated by the parties under section 4.
4. This Agreement may be terminated by the mutual agreement of the Parties.
5. The Parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
6. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

7. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Caldwell County, Texas. Any suits pursued relating to this Agreement will be filed in a district court of Caldwell County, Texas.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No party may assign any rights under this Agreement without the written consent of the other parties. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

10. Hays and Caldwell Counties 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 purchase of right of ways.

11. Pursuant to §791.011(d)(1) of the Texas Government Code, this Agreement has been duly authorized by the governing body of both Hays and Caldwell Counties.

12. Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by Hays County under this Agreement shall be paid from current revenues available to Hays County.

EXECUTED on this the 14th day of March, 2023.

HAYS COUNTY:

Ruben Becerra
Hays County Judge

ATTEST:

Name
Title

CALDWELL COUNTY:

Hoppy Haden
Caldwell County Judge

ATTEST:

Teresa Rodriguez
Caldwell County Clerk





Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until June 6, 2023 for Great Hills subd., Section 7: Maintenance bond #PB03016800689 in the amount of \$66,811.47. **INGALSBE/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for Great Hills subd., Section 7 has been delayed and the contractor is requesting more time to complete. This rider extends the duration of the existing maintenance bond until June 6, 2023.

Attachments

Maintenance bond extension backup

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800689

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective March 6, 2023
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: June 6, 2023

Great Hills Subdivision Section 7 - Street, Drainage, Water and Wastewater Utility Improvements

Amount = \$ 66,811.47

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 6th day of March, 20 23.

Philadelphia Indemnity Insurance Company
Surety

Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



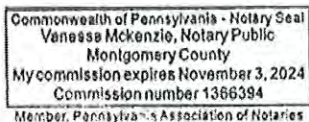
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of March, 2023.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #7901017121 in the amount of \$1,238,375.00, acceptance of the 2-year maintenance bond #PB03016800838M2 in the amount of \$111,648.28, and acceptance of the 1-year revegetation bond #PB03016800838M1 in the amount of \$54,201.00 for Crosswinds subd., Phase 6A. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Accept construction backup (Crosswinds, 6A)

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

March 20, 2023

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

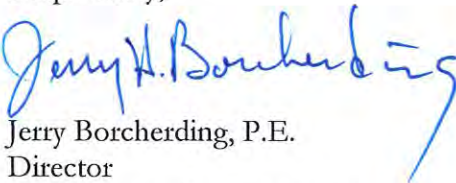
RE: Crosswinds subdivision, Phase 6A

Dear Commissioners and Judge:

Patrick M. Sullivan, P.E. with Carlson, Brigance & Doering, Inc., is requesting that Hays County accept the construction of the roads and surface drainage improvements for Crosswinds subdivision, Phase 6A, release the subdivision bond #7901017121 in the amount of \$1,238,375.00, accept the 2-year maintenance bond #PB03016800838M2 in the amount of \$111,648.28, and accept the 1-year revegetation bond #PB03016800838M1 in the amount of \$54,201.00. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,


Jerry Borcharding, P.E.
Director
Hays County Transportation



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

**ENGINEERING CONCURRENCE LETTER
HAYS COUNTY**

March 15, 2023

Crosswinds Subdivision Phase 6A

Kyle, TX
CBD #5409

On this day, March 15, 2023, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

The following items will require correction and are listed below:

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)


Patrick M. Sullivan, P.E.



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800838M2

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, TX as Oblige, in the penal sum of One Hundred Eleven Thousand Six Hundred Forty Eight and 28/100 (\$111,648.28) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract for Crosswinds Subdivision PH6A Street & Erosions Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Oblige requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Oblige named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Oblige to Surety.

SIGNED, SEALED AND DATED THIS 8th day of March, 2023.


DNT Construction, LLC
Principal

By: _____


Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____


Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

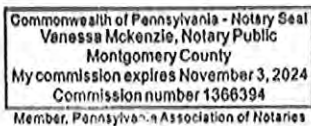


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of March, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800838M1

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Oblige in the penal sum of Fifty Four Thousand Two Hundred One Dollars and 00/100 (\$54,201.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as: Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – Crosswinds Subdivision Phase 6A - Revegetation Bond

WHEREAS, the Oblige requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Oblige for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Oblige or third parties, failure of Oblige to perform oblige-required maintenance, nor any defects known to Oblige prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 8th day of March, 2023.

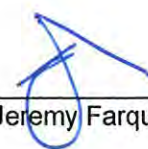
DNT Construction, LLC

Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By: 
Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



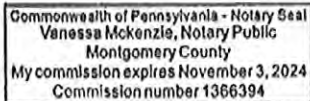
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of March, 2023.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,934,946.93 (Performance Bond No. K41681767) for the Prairie Lakes Subdivision, Phase 2, Section 1, Final plat. **COHEN/BORCHERDING**

Summary

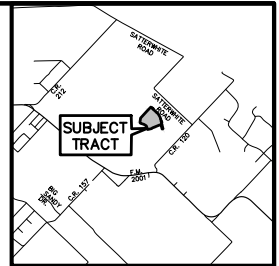
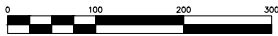
The final plat for Prairie Lakes, Phase 2, Section 1 has been reviewed by Hays County Staff pursuant to the Hays County Development Regulations as set forth and Texas Local Government Code Chapter 232. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action as the final step.

Attachments

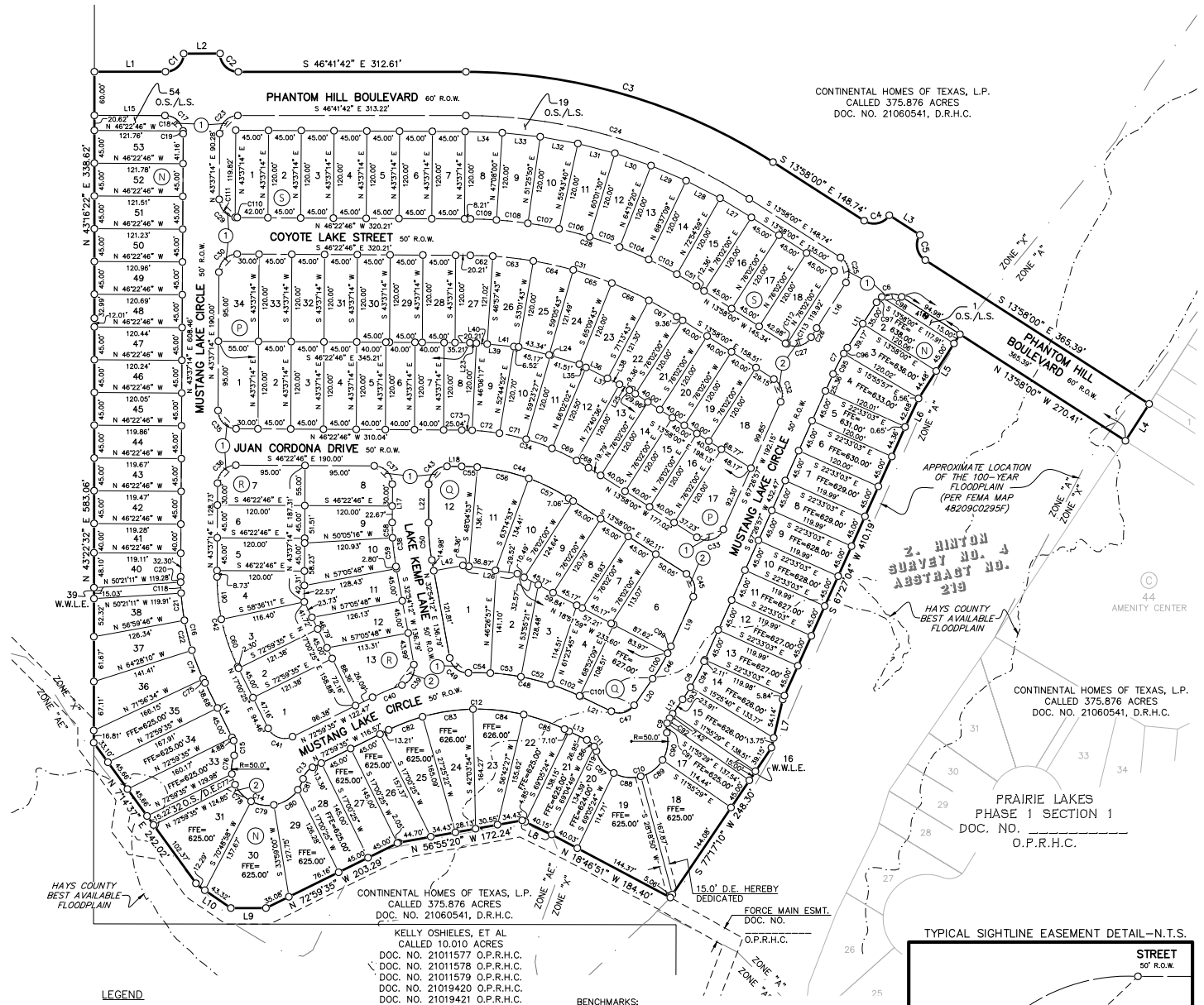
Plat
Bond

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED
SCALE FACTOR = 1.00008676



VICINITY MAP
NOT TO SCALE



LEGEND

- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- D.R.H.C. DEED RECORDS OF HAYS COUNTY
- NO. NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
- O.S. OPEN SPACE
- PG. PAGE
- P.R.H.C. PLAT RECORDS OF HAYS COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- W.W.L.E. WASTEWATER LINE EASEMENT
- [] RECORD INFORMATION, VOL. 247, PG. 512 D.R.H.C.
- [] RECORD INFORMATION, TEXAS STATE HIGHWAY DEPARTMENT
- [] FOUND 1/2" IRON ROD
- [] (UNLESS OTHERWISE NOTED)
- [] SET 1/2" IRON ROD W/ "BGE INC." CAP
- [] SET 1/2" IRON ROD W/ "BGE INC. CONTROL" CAP SET IN CONCRETE
- [] MINIMUM FINISHED FLOOR ELEVATION
- ① TYPICAL SIGHTLINE EASEMENT (SEE TYPICAL DETAIL)
- ② SIGHTLINE EASEMENT (SEE INDIVIDUAL DETAIL SHEET 2)

BENCHMARKS:

BENCHMARK #41 1/2" IRON ROD W/ "BGE INC. CONTROL" CAP
SET IN CONCRETE IN LOT 1, BLOCK N.
GRID NORTHING: 13,928,276.99
GRID EASTING: 2,358,235.81
ELEVATION: 634.84 FEET
NAVD-88

OWNERS: CONTINENTAL HOMES OF TEXAS, LP
ADDRESS: 10700 PECAN PARK BLVD, SUITE 400
AUSTIN, TEXAS 78750
PHONE:

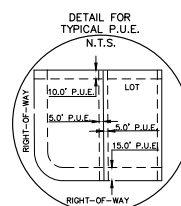
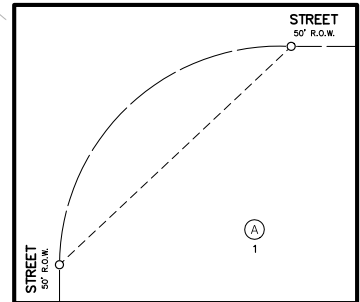
ACREAGE: 25.312 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219

NUMBER AND ACREAGE
BY LOT TYPE: RESIDENTIAL: 126 LOTS/17.531 ACRES
RIGHT-OF-WAY: 7.001 ACRES
OPEN SPACE/LANDSCAPE LOT: 3 LOTS/0.647 ACRES
OPEN SPACE/W.W.L.E.: 2 LOT/0.089 ACRE
OPEN SPACE/D.E.: 1 LOT/0.044 ACRE

PLAT PREPARED: 12/14/2021

SURVEYOR: BGE, INC. - JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441
ENGINEER: BGE, INC. - RICHARD RYCHLIK, PE
PHONE: (512) 879-0460

TYPICAL SIGHTLINE EASEMENT DETAIL-N.T.S.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

FINAL PLAT PRAIRIE LAKES PHASE 2, SECTION 1

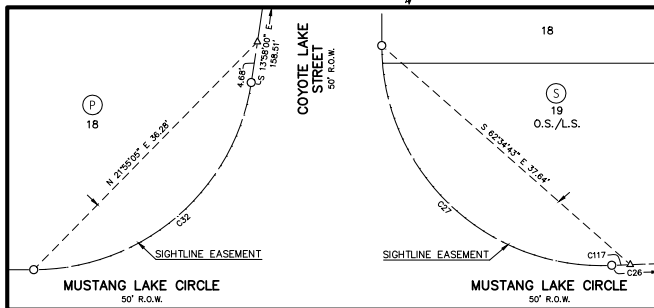
A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C2	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C3	780.00'	32°43'42"	445.55'	N 30°19'51" W	439.52'
C4	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C5	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C6	25.00'	90°00'00"	39.27'	N 58°58'00" W	35.36'
C7	275.00'	8°35'03"	41.20'	S 71°44'28" W	41.16'
C8	325.00'	10°37'34"	60.27'	N 72°45'44" E	60.19'
C9	25.00'	48°11'23"	21.03'	S 53°58'49" W	20.41'
C10	50.00'	17°23'39"	154.81'	S 61°25'02" E	99.97'
C11	25.00'	48°11'23"	21.03'	N 31°10'06" E	20.41'
C12	275.00'	52°04'59"	249.98'	N 46°57'05" W	241.46'
C13	25.00'	48°11'23"	21.03'	S 82°54'44" W	20.41'
C14	50.00'	186°22'46"	162.65'	S 27°59'35" E	99.85'
C15	25.00'	48°11'23"	21.03'	N 41°06'07" E	20.41'
C16	325.00'	26°36'49"	150.96'	S 30°18'50" W	149.61'
C17	25.00'	90°18'57"	39.41'	N 1°32'14" W	35.45'
C18	25.00'	81°28'10"	35.55'	N 5°57'37" W	32.63'
C19	25.00'	8°50'46"	3.86'	N 39°11'51" E	3.86'
C20	325.00'	1°19'42"	7.54'	S 42°57'23" W	7.53'
C21	325.00'	6°38'35"	37.68'	S 36°19'31" W	37.66'
C22	325.00'	7°28'24"	42.39'	S 29°16'02" W	42.36'
C23	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C24	720.00'	32°43'42"	411.28'	N 30°19'51" W	405.71'
C25	25.00'	90°00'00"	39.27'	N 31°02'00" E	35.36'
C26	325.00'	2°35'34"	14.71'	S 74°44'13" W	14.71'
C27	25.00'	92°35'34"	40.40'	S 60°15'47" E	36.15'
C28	580.00'	32°24'46"	328.11'	N 30°10'23" W	323.75'
C29	25.00'	90°00'00"	39.27'	S 1°22'46" E	35.36'
C30	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C31	530.00'	32°24'46"	299.83'	N 30°10'23" W	295.84'
C32	25.00'	81°24'57"	35.52'	N 26°44'28" E	32.61'
C33	25.00'	98°35'03"	43.02'	S 63°15'32" E	37.90'
C34	325.00'	32°24'46"	183.86'	N 30°10'23" W	181.41'
C35	25.00'	90°00'00"	39.27'	S 1°22'46" E	35.36'
C36	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C37	25.00'	90°00'00"	39.27'	N 1°22'46" W	35.36'
C38	325.00'	10°43'02"	60.79'	S 38°15'43" W	60.70'
C39	25.00'	81°47'12"	35.69'	N 73°47'48" E	32.73'
C40	325.00'	7°40'59"	43.58'	N 69°09'05" W	43.55'
C41	25.00'	90°00'00"	39.27'	S 27°59'35" E	35.36'
C42	275.00'	26°36'49"	127.74'	S 30°18'50" W	126.59'
C43	25.00'	90°00'00"	39.27'	S 88°37'14" W	35.36'
C44	275.00'	32°24'46"	155.57'	N 30°10'23" W	153.50'
C45	25.00'	81°24'57"	35.52'	N 26°44'28" E	32.61'
C46	275.00'	10°37'34"	51.00'	N 72°45'44" E	50.93'
C47	25.00'	81°00'54"	35.35'	S 61°25'02" E	32.48'
C48	325.00'	27°58'25"	158.68'	N 34°53'48" W	157.10'
C49	25.00'	81°47'12"	35.69'	S 7°59'24" E	32.73'
C50	275.00'	10°43'02"	51.44'	S 38°15'43" W	51.36'
C51	580.00'	3°07'01"	31.55'	N 15°31'30" W	31.55'
C52	325.00'	7°28'24"	42.39'	N 32°20'27" W	42.36'
C53	325.00'	7°28'24"	42.39'	N 39°48'51" W	42.36'
C54	325.00'	51°19'57"	30.25'	N 48°13'02" W	30.24'
C55	275.00'	4°27'39"	21.41'	N 44°08'56" W	21.40'
C56	275.00'	15°10'00"	72.79'	N 34°20'07" W	72.58'
C57	275.00'	12°47'07"	61.37'	N 20°21'34" W	61.24'
C58	325.00'	3°42'30"	21.03'	S 41°45'59" W	21.03'
C59	325.00'	7°00'32"	39.76'	S 36°24'28" W	39.73'
C60	275.00'	14°23'24"	69.07'	S 24°12'07" W	68.89'

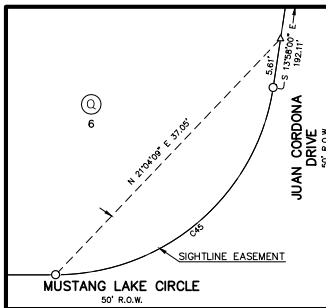
CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C61	275.00'	12°13'25"	58.67'	S 37°30'32" W	58.56'
C62	530.00'	3°20'29"	30.91'	N 44°42'31" W	30.90'
C63	530.00'	6°04'00"	56.12'	N 40°00'17" W	56.09'
C64	530.00'	6°04'00"	56.12'	N 33°56'17" W	56.09'
C65	530.00'	6°04'00"	56.12'	N 27°52'17" W	56.09'
C66	530.00'	6°04'00"	56.12'	N 21°48'17" W	56.09'
C67	530.00'	4°48'18"	44.45'	N 16°22'09" W	44.43'
C68	325.00'	3°21'24"	19.04'	N 15°38'42" W	19.04'
C69	325.00'	6°38'35"	37.68'	N 20°38'41" W	37.66'
C70	325.00'	6°38'35"	37.68'	N 27°17'16" W	37.66'
C71	325.00'	6°38'35"	37.68'	N 33°55'51" W	37.66'
C72	325.00'	6°38'35"	37.68'	N 40°34'25" W	37.66'
C73	325.00'	2°29'03"	14.09'	N 45°08'14" W	14.09'
C74	325.00'	7°28'24"	42.39'	S 21°47'38" W	42.36'
C75	325.00'	1°03'01"	5.96'	S 17°31'55" W	5.96'
C76	50.00'	29°47'13"	25.99'	S 50°18'11" W	25.70'
C77	50.00'	17°30'13"	15.27'	S 26°39'28" W	15.22'
C78	50.00'	37°05'24"	32.37'	S 0°38'20" E	31.80'
C79	50.00'	36°49'59"	32.14'	S 37°36'01" E	31.59'
C80	50.00'	46°00'05"	40.14'	S 79°01'03" E	39.07'
C81	50.00'	19°09'53"	16.72'	N 68°23'59" E	16.65'
C82	275.00'	10°24'57"	49.99'	N 67°47'06" W	49.92'
C83	275.00'	14°38'32"	70.28'	N 55°15'22" W	70.09'
C84	275.00'	14°38'32"	70.28'	N 40°36'49" W	70.09'
C85	275.00'	12°22'58"	59.43'	N 27°06'05" W	59.32'
C86	25.00'	31°48'55"	13.88'	N 5°00'08" W	13.70'
C87	50.00'	45°05'42"	39.35'	S 4°43'56" W	38.34'
C88	50.00'	43°52'16"	38.28'	S 39°45'02" E	37.36'
C89	50.00'	44°02'55"	38.44'	S 83°42'38" E	37.50'
C90	50.00'	44°22'46"	38.73'	N 52°04'31" E	37.77'
C91	25.00'	30°32'30"	13.33'	S 45°09'23" W	13.17'
C92	25.00'	17°38'53"	7.70'	S 69°15'04" W	7.67'
C93	325.00'	3°30'11"	19.87'	N 76°19'25" E	19.87'
C94	325.00'	7°07'23"	40.40'	N 71°00'38" E	40.38'
C95	275.00'	6°37'06"	31.77'	S 70°45'30" W	31.75'
C96	275.00'	1°57'58"	9.44'	S 75°03'01" W	9.44'
C97	25.00'	23°34'41"	10.29'	S 87°49'21" W	10.22'
C98	25.00'	66°25'19"	28.98'	N 47°10'39" W	27.39'
C99	275.00'	2°09'39"	10.37'	N 68°31'46" E	10.37'
C100	275.00'	8°27'55"	40.63'	N 73°50'33" E	40.59'
C101	325.00'	0°13'15"	1.25'	N 21°01'13" W	1.25'
C102	325.00'	7°28'24"	42.39'	N 24°52'03" W	42.36'
C103	580.00'	41°7'50"	43.50'	N 19°13'56" W	43.49'
C104	580.00'	41°7'50"	43.50'	N 23°31'45" W	43.49'
C105	580.00'	41°7'50"	43.50'	N 27°49'35" W	43.49'
C106	580.00'	41°7'50"	43.50'	N 32°07'25" W	43.49'
C107	580.00'	41°7'50"	43.50'	N 36°25'15" W	43.49'
C108	580.00'	41°7'50"	43.50'	N 40°43'05" W	43.49'
C109	580.00'	3°30'46"	35.56'	N 44°37'23" W	35.55'
C110	25.00'	6°53'32"	3.01'	S 42°56'00" E	3.01'
C111	25.00'	83°06'28"	36.26'	S 2°04'00" W	33.17'
C112	25.00'	4°37'28"	2.02'	S 16°16'44" W	2.02'
C113	25.00'	87°58'06"	38.38'	S 62°34'31" E	34.72'
C114	50.00'	30°15'35"	26.41'	N 2°46'35" E	26.10'
C115	50.00'	6°49'49"	5.96'	S 15°46'07" E	5.96'
C116	325.00'	1°56'30"	11.01'	N 66°16'51" W	11.01'
C117	325.00'	0°22'19"	2.11'	S 73°37'36" W	2.11'
C118	325.00'	2°38'43"	15.01'	S 40°58'10" W	15.00'
C119	25.00'	16°22'28"	7.14'	N 19°05'33" E	7.12'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S46°41'42"E	97.68'
L2	S47°00'39"E	50.00'
L3	S13°58'00"E	50.00'
L4	S76°02'00"W	60.00'
L5	S75°57'43"W	105.05'
L6	S68°43'50"W	43.32'
L7	S56°32'09"W	67.89'
L8	N20°54'36"W	45.00'
L9	S46°37'28"E	48.25'
L10	N12°21'43"W	55.61'
L11	S76°02'00"W	74.17'
L12	S78°04'31"W	31.33'
L13	N20°54'36"W	34.05'
L14	N17°00'25"E	88.56'
L15	N46°41'42"W	97.04'
L16	S76°02'00"W	74.17'
L17	S43°37'14"W	52.67'
L18	S46°22'46"E	20.04'
L19	S67°26'57"W	74.88'
L20	S78°04'31"W	44.51'
L21	N20°54'36"W	47.24'
L22	N43°37'14"E	52.67'
L23	N43°45'09"W	9.12'
L24	S31°58'35"E	1.83'
L25	N16°43'07"W	15.90'
L26	S37°58'54"E	75.59'
L27	N15°08'35"W	50.43'
L28	N19°13'56"W	52.49'
L29	N23°31'45"W	52.49'
L30	N27°49'35"W	52.49'
L31	N32°07'25"W	52.49'
L32	N36°25'15"W	52.49'
L33	N40°43'05"W	52.49'
L34	N44°54'19"W	51.12'
L35	N20°05'34"W	10.20'
L36	N20°05'34"W	43.34'
L37	S20°05'34"E	51.60'
L38	N20°05'34"W	18.46'
L39	S41°20'58"E	51.61'
L40	N41°20'58"W	14.78'
L41	N41°20'58"W	43.35'
L42	S57°05'48"E	40.65'

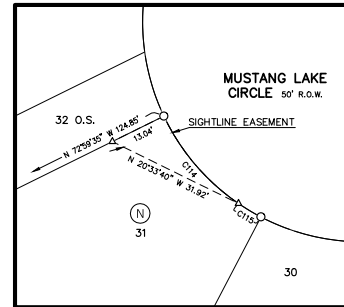
SIGHTLINE EASEMENT
DETAIL SCALE 1"=10'



SIGHTLINE EASEMENT
DETAIL SCALE 1"=10'



SIGHTLINE EASEMENT
DETAIL SCALE 1"=20'



FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1
A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	N	1,673
2	N	5,394
3	N	5,589
4	N	6,039
5	N	5,400
6	N	5,400
7	N	5,400
8	N	5,400
9	N	5,400
10	N	5,400
11	N	5,399
12	N	5,399
13	N	5,399
14	N	6,326
15	N	6,607
16	N	2,076
17	N	5,553
18	N	11,069
19	N	11,497
20	N	4,852
21	N	5,530
22	N	7,424
23	N	7,992
24	N	8,125
25	N	7,848
26	N	6,791
27	N	6,525
28	N	6,294
29	N	7,001
30	N	10,822
31	N	9,198
32	N	1,905
33	N	6,626
34	N	7,382
35	N	7,873

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
36	N	8,009
37	N	6,801
38	N	5,492
40	N	5,234
41	N	4,768
42	N	5,372
43	N	5,381
44	N	5,389
45	N	5,398
46	N	5,407
47	N	5,415
48	N	5,425
49	N	5,437
50	N	5,449
51	N	5,462
52	N	5,474
53	N	5,486
54	N	2,424

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Q	9,878
2	Q	7,015
3	Q	6,073
4	Q	5,502
5	Q	8,264
6	Q	8,629
7	Q	5,175
8	Q	5,349
9	Q	5,522
10	Q	6,974
11	Q	7,467
12	Q	8,221

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	R	8,624
2	R	5,462
3	R	6,749
4	R	6,512
5	R	5,400
6	R	5,400
7	R	6,466
8	R	6,466
9	R	5,720
10	R	6,220
11	R	5,847
12	R	5,387
13	R	7,515

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	5,400
2	S	5,400
3	S	5,400
4	S	5,400
5	S	5,400
6	S	5,400
7	S	5,400
8	S	5,679
9	S	5,743
10	S	5,743
11	S	5,743
12	S	5,743
13	S	5,743
14	S	5,743
15	S	5,648
16	S	5,400
17	S	5,400
18	S	5,400
19	S	24,095

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	P	6,466
2	P	5,400
3	P	5,400
4	P	5,400
5	P	4,800
6	P	4,800
7	P	4,800
8	P	5,009
9	P	5,349
10	P	5,373
11	P	5,379
12	P	5,344
13	P	5,082
14	P	4,800
15	P	4,800
16	P	4,800
17	P	6,678
18	P	7,072
19	P	4,800
20	P	4,800
21	P	4,800
22	P	5,875
23	P	6,016
24	P	6,019
25	P	6,021
26	P	6,010
27	P	5,727
28	P	5,400
29	P	5,400
30	P	5,400
31	P	5,400
32	P	5,400
33	P	5,400
34	P	6,466

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	126	17.531 AC.
RIGHT-OF-WAY	-	7.001 AC.
OPEN SPACE/LANDSCAPE LOT	3	0.647 AC.
OPEN SPACE/W.W.L.E.	2	0.089 AC.
OPEN SPACE/DRAINAGE ESMT.	1	0.044AC.
TOTAL	132	25.312 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
MUSTANG LAKE CIRCLE	50 FT.	2,342 FT.	LOCAL
LAKE KEMP LANE	50 FT.	341 FT.	LOCAL
JUAN CORDONA DRIVE	50 FT.	765 FT.	LOCAL
COYOTE LAKE STREET	50 FT.	886 FT.	LOCAL
PHANTOM HILL BOULEVARD	60 FT.	1,550 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET		8,075 FT.	

FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1
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 TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, LP, ACTING HEREIN BY AND THROUGH JOHN SPARROW, ASSISTANT SECRETARY, BEING THE OWNER OF A CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO THEM BY DEED RECORDED IN VOLUME 185, PAGE 391, AS DESCRIBED IN VOLUME 144, PAGE 27 AND A CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO THEM IN VOLUME 263, PAGE 545, AND DESCRIBED IN VOLUME 247, PAGE 512, ALL OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 25.312 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, AND THE J. ARMENDARIS SURVEY, ABSTRACT NO. 541, BOTH SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

PRAIRIE LAKES PHASE 2, SECTION 1

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____, A.D.

CONTINENTAL HOMES OF TEXAS, LP
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

BY: _____

NAME: JOHN SPARROW

TITLE: ASSISTANT SECRETARY

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN SPARROW, ASSISTANT SECRETARY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME

MY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF HAYS §

I, RICHARD L. RYCHLIK, JR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY PENDING
FINAL REVIEW**

RICHARD L. RYCHLIK, JR, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BSE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BSE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

PRAIRIE LAKES PHASE 2, SECTION 1 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE EAST HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

EAST HAYS COUNTY M.U.D. NO. 1

DATE _____

CITY OF NIEDERWALD

THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

APPROVED BY THE CITY OF NIEDERWALD FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

APPROVED BY: CITY COUNCIL, CITY OF NIEDERWALD, TEXAS

REYNELL SMITH
MAYOR, CITY OF NIEDERWALD

DATE _____

**FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 1**

A SUBDIVISION OF 25.312 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF NIEDERWALD AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0295F, REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- GAS IS PROVIDED BY _____.
- TELEPHONE/CABLE PROVIDED BY _____.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY EAST HAYS COUNTY MUD #1.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- ALL MAINTENANCE WITHIN THIS SUBDIVISION, OF EASEMENTS, DETENTION PONDS AND RIGHTS OF WAY TO THE PAVEMENT TO BE THE RESPONSIBILITY OF EAST HAYS COUNTY MUD #1.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- A FIFTEEN (15) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW. A FIVE (5) FOOT P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND, (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
- FRONT BUILDING SETBACK LINES SHALL BE TWENTY (20) FEET.
SIDE STREET BUILDING SETBACK LINES SHALL BE FIFTEEN (15) FEET.
SIDE BUILDING SETBACK LINES SHALL BE FIVE (5) FEET.
REAR BUILDING SETBACK LINES SHALL BE TEN (10) FEET.
- THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER

AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____, WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Federal Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Two Million Nine Hundred Thirty Four Thousand Nine Hundred Forty Six and 93/100 (\$2,934,946.93) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Prairie Lakes Phase 2 **Section 1** has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Remaining site construction including earth work, paving and drainage sanitary sewer and water, landscape, signage and irrigation.

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest,

health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 14th DAY OF March, 2023 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

D.R. Horton, Inc.

By: 

Name:

John A. Sparrow

As its:

Assistant Secretary

ADDRESS:

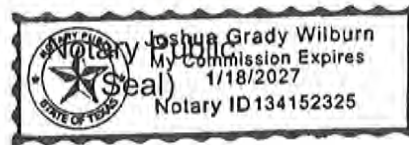
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME personally appeared John Sparrow who is personally known to me, or has produced Texas Drivers License as identification, and who executed the foregoing instrument as Assistant Secretary of DR Horton Inc, and severally acknowledged to and before me that [he] [she] executed such instrument as Assistant Secretary of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15 day of March, 2023.

My commission expires:



SURETY

Federal Insurance Company

WITNESS:

A handwritten signature in blue ink, appearing to read "Jynell Whitehead", written over a horizontal line.

Jynell Whitehead

BY:

A handwritten signature in blue ink, appearing to read "Noah William Pierce", written over a horizontal line.

Noah William Pierce

(typed name) its attorney-in-fact

(power of attorney must be attached)



ADDRESS:

1120 South Tryon Street, Suite 650
Charlotte, NC 28203

STATE OF North Carolina
COUNTY OF Rowan

BEFORE ME personally appeared Noah William Pierce who is personally known to me, or has produced personally known as identification, and who executed the foregoing instrument as Attorney-In-Fact of Federal Insurance Company, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14th day of March, 2023.

My commission expires: 4/4/27

A handwritten signature in blue ink, appearing to read "Bryan M Caneschi", written over a horizontal line.

Bryan M Caneschi, Notary Public

(Seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Walter Caldwell, Jennifer B. Gullett, Noah William Pierce, John F. Thomas, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of October, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of October, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of March, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

***Have a complaint or need help?
Tiene una queja o necesita ayuda?***

IMPORTANT NOTICE

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**

Mail: Eastern Claim Service Center

600 Independence Parkway

Chesapeake, VA 23320

Attn: Surety Support

Phone: 800-252-4670

Fax: 800-664-5358

Email: ecsc.claims@chubb.com

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

Mail: MC-111-1A, P.O. Box 149091

Austin, TX 78714-9091

AVISO IMPORTANTE

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**

Correo: Eastern Claim Service Center

600 Independence Parkway

Chesapeake, VA 23320

Attn: Surety Support

Telefono: 800-252-4670

Fax: 800-664-5358

Correo electronico: ecsc.claims@chubb.com

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas

Preguntas: 1-800-252-3439

Quejas: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Correo: MC-111-1A, P.O. Box 149091

Austin, TX 78714-9091



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Cohen

Agenda Item

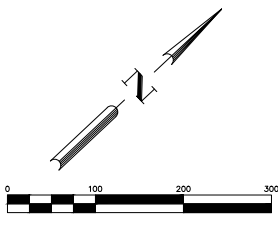
Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,452,230.11 (Performance Bond No. K41681779) for the Prairie Lakes Subdivision, Phase 2, Section 2, Final plat. COHEN/BORCHERDING

Summary

The final plat for Prairie Lakes, Phase 2, Section 2 has been reviewed by Hays County Staff pursuant to the Hays County Development Regulations as set forth and Texas Local Government Code Chapter 232. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action as the final step.

Attachments

Plat
Bond



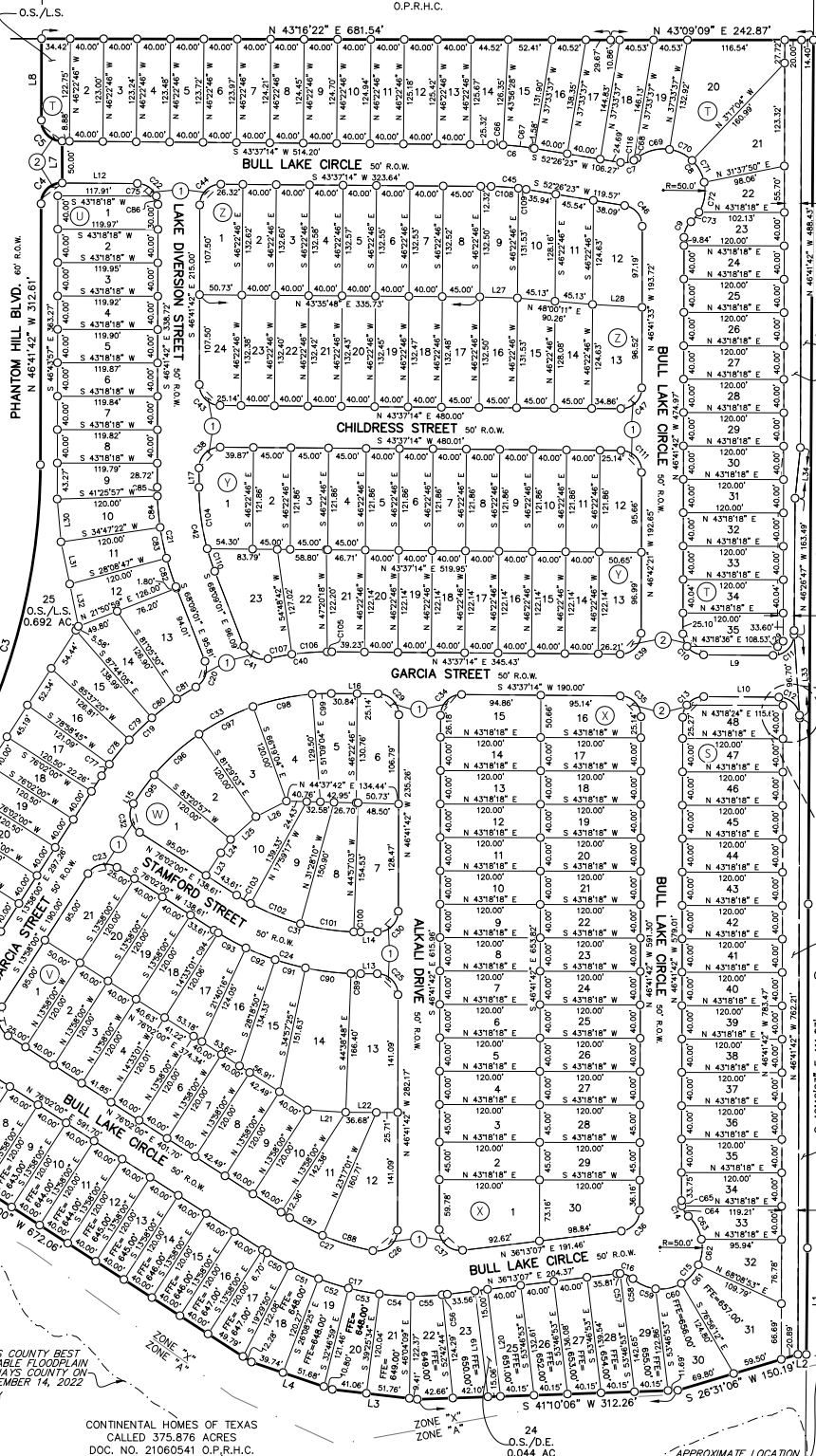
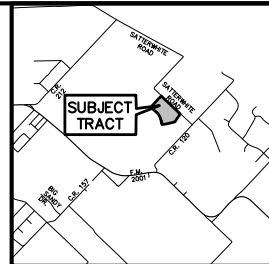
BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 1.00008676

PRAIRIE LAKES
PHASE 2 SECTION 1
DOC. NO. 21060541 O.P.R.H.C.

CONTINENTAL HOMES OF TEXAS
CALLED 375.876 ACRES
DOC. NO. 21060541 O.P.R.H.C.

DICIESEIS, LLC
CALLED 611.759 AC.
DOC. NO. 21060531
O.P.R.H.C.



20.0' P.E.C. ESMIT. HEREBY DEDICATED

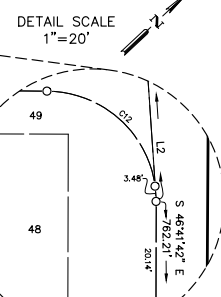
R.O.W. DEDICATION 0.473 AC

O.S./L.S. 0.329 AC

20.0' P.E.C. ESMIT. HEREBY DEDICATED

R.O.W. DEDICATION 0.473 AC

20.0' P.E.C. ESMIT. HEREBY DEDICATED



APPROXIMATE LOCATION OF THE 100-YEAR FLOODPLAIN (PER FEMA MAP 48209C0295F)

Z. HINTON SURVEY NO. 4 ABSTRACT NO. 219

- LEGEND**
- D.E. DRAINAGE EASEMENT
 - DOC. DOCUMENT
 - D.R.H.C. DEED RECORDS OF HAYS COUNTY
 - F.F.E. MINIMUM FINISHED FLOOR ELEVATION
 - L.S. LANDSCAPE
 - NO. NUMBER
 - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - O.S. OPEN SPACE
 - PG. PAGE
 - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - [] RECORD INFORMATION, VOL. 247, PG. 512 D.R.H.C.
 - [] RECORD INFORMATION, TEXAS STATE HIGHWAY DEPARTMENT
 - [] FOUND 1/2" IRON ROD
 - [] (UNLESS OTHERWISE NOTED)
 - [] SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - [] MINIMUM FINISHED FLOOR ELEVATION
 - ① SIGHTLINE EASEMENT HEREBY DEDICATED (SEE TYPICAL SIGHTLINE EASEMENT DETAIL)
 - ② SIGHTLINE EASEMENT HEREBY DEDICATED (SEE DETAILS SHEET 2)

CONTINENTAL HOMES OF TEXAS
CALLED 375.876 ACRES
DOC. NO. 21060541 O.P.R.H.C.

OWNER: CONTINENTAL HOMES OF TEXAS, LP
ADDRESS: 10700 PECAN PARK BLVD, SUITE 400
AUSTIN, TEXAS 78750
PHONE:

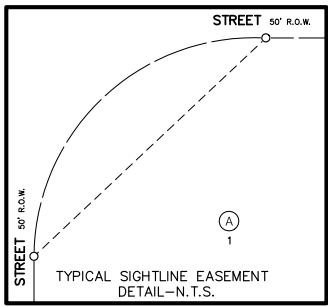
ACREAGE: 35.961 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219

NUMBER AND ACREAGE BY LOT TYPE:
RESIDENTIAL: 212 LOTS/26.418 ACRES
RIGHT-OF-WAY: 7.502 ACRES
RIGHT-OF-WAY DEDICATION: 0.473 ACRES
OPEN SPACE/LANDSCAPE LOT: 5 LOTS/1.524 ACRES
OPEN SPACE/DRAINAGE EASEMENT: 1 LOT/0.044 ACRES

PLAT PREPARED: 10/18/2022

SURVEYOR: BGE, INC. — JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441

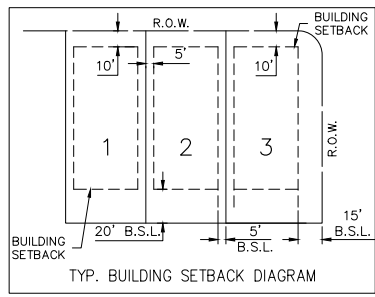
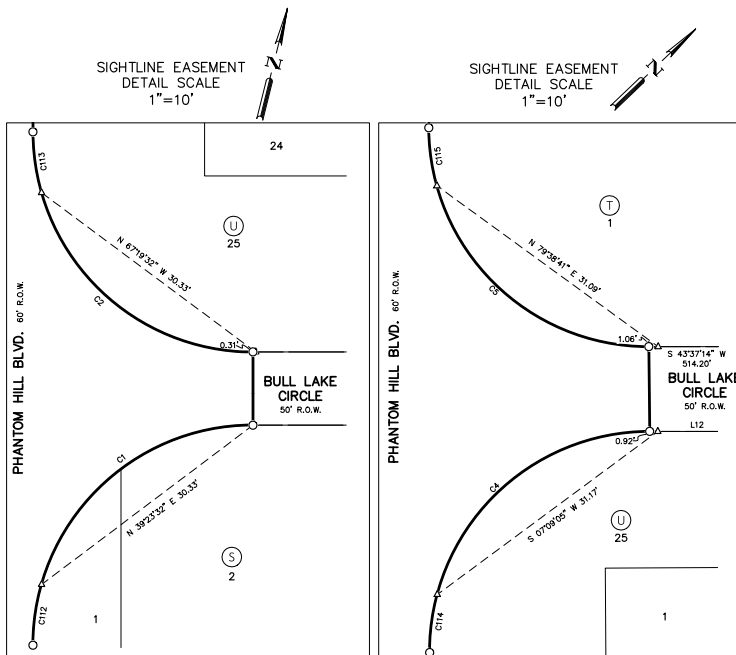
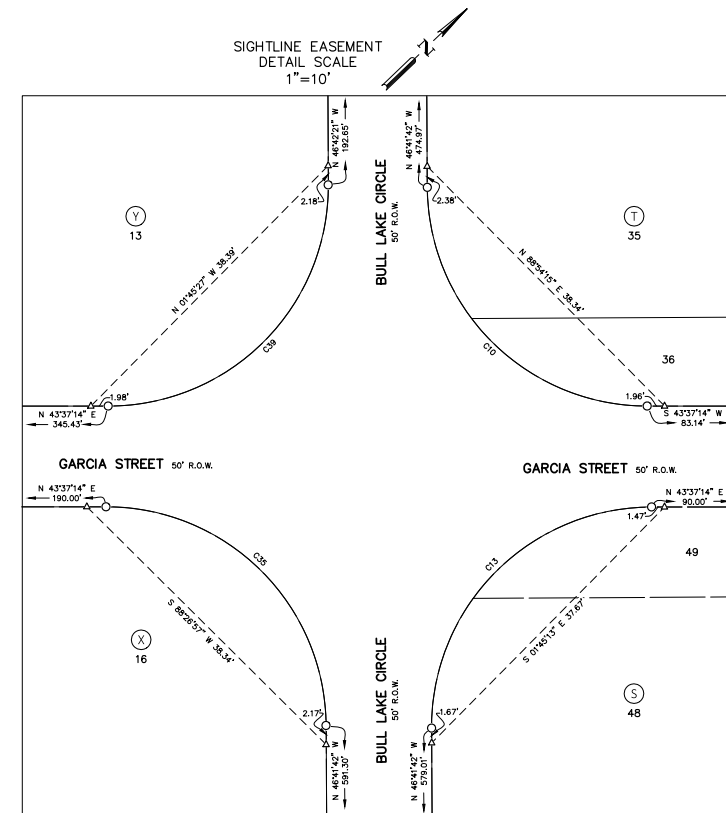
ENGINEER: BGE, INC. — RICHARD RYCHLIK, PE
PHONE: (512) 879-0460



FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 101060502



FINAL PLAT PRAIRIE LAKES PHASE 2, SECTION 2

A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	1,090
2	S	4,776
3	S	4,800
4	S	4,800
5	S	4,800
6	S	4,800
7	S	4,800
8	S	4,800
9	S	4,800
10	S	4,800
11	S	4,800
12	S	4,800
13	S	4,800
14	S	4,800
15	S	4,800
16	S	4,800
17	S	5,293
18	S	5,451
19	S	5,375
20	S	5,416
21	S	5,393
22	S	5,533
23	S	5,143
24	S	1,927
25	S	5,235
26	S	5,374
27	S	5,512
28	S	5,650
29	S	5,289
30	S	6,856
31	S	9,131
32	S	5,245
33	S	4,251
34	S	4,798
35	S	4,800
36	S	4,800
37	S	4,800
38	S	4,800
39	S	4,800
40	S	4,800
41	S	4,800
42	S	4,800
43	S	4,800
44	S	4,800
45	S	4,800
46	S	4,800
47	S	4,800
48	S	4,777
49	S	16,766

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	T	4,048
2	T	4,915
3	T	4,925
4	T	4,934
5	T	4,944
6	T	4,954
7	T	4,964
8	T	4,973
9	T	4,983
10	T	4,993
11	T	5,002
12	T	5,012
13	T	5,022
14	T	5,264
15	T	5,779
16	T	5,405
17	T	5,663
18	T	5,899
19	T	5,437
20	T	11,811
21	T	8,179
22	T	4,422
23	T	4,596
24	T	4,800
25	T	4,800
26	T	4,800
27	T	4,800
28	T	4,800
29	T	4,800
30	T	4,800
31	T	4,800
32	T	4,800
33	T	4,800
34	T	4,805
35	T	4,761
36	T	14,311

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	U	4,793
2	U	4,798
3	U	4,797
4	U	4,796
5	U	4,795
6	U	4,794
7	U	4,793
8	U	4,792
9	U	4,948
10	U	5,331
11	U	5,331
12	U	5,456
13	U	7,363
14	U	6,086
15	U	6,002
16	U	5,535
17	U	5,074
18	U	4,820
19	U	4,820
20	U	4,820
21	U	4,820
22	U	4,820
23	U	4,820
24	U	4,819
25	U	30,156

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	V	5,866
2	V	4,800
3	V	4,800
4	V	4,949
5	V	4,873
6	V	4,800
7	V	4,800
8	V	5,099
9	V	4,800
10	V	5,248
11	V	6,804
12	V	9,535
13	V	9,735
14	V	11,227
15	V	6,540
16	V	5,807
17	V	5,524
18	V	4,803
19	V	4,800
20	V	4,800
21	V	5,866

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	W	7,036
2	W	6,866
3	W	6,866
4	W	7,059
5	W	6,298
6	W	6,475
7	W	7,698
8	W	7,154
9	W	6,935
10	W	6,507

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Y	7,501
2	Y	5,484
3	Y	5,484
4	Y	5,484
5	Y	4,874
6	Y	4,874
7	Y	4,874
8	Y	4,874
9	Y	4,874
10	Y	4,874
11	Y	4,874
12	Y	5,999
13	Y	6,093
14	Y	4,886
15	Y	4,886
16	Y	4,886
17	Y	4,886
18	Y	4,886
19	Y	4,886
20	Y	4,886
21	Y	5,580
22	Y	6,257
23	Y	8,901

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	6,641
2	Z	5,304
3	Z	5,304
4	Z	5,303
5	Z	5,302
6	Z	5,302
7	Z	5,301
8	Z	5,963
9	Z	5,963
10	Z	5,846
11	Z	5,688
12	Z	7,080
13	Z	7,211
14	Z	5,686
15	Z	5,841
16	Z	5,941
17	Z	5,962
18	Z	5,299
19	Z	5,298
20	Z	5,298
21	Z	5,297
22	Z	5,296
23	Z	5,296
24	Z	6,535

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	X	9,496
2	X	5,400
3	X	5,400
4	X	4,800
5	X	4,800
6	X	4,800
7	X	4,800
8	X	4,800
9	X	4,800
10	X	4,800
11	X	4,800
12	X	4,800
13	X	4,800
14	X	4,800
15	X	5,983
16	X	5,907
17	X	4,800
18	X	4,800
19	X	4,800
20	X	4,800
21	X	4,800
22	X	4,800
23	X	4,800
24	X	4,800
25	X	4,800
26	X	4,800
27	X	4,800
28	X	5,400
29	X	5,400
30	X	7,784

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	212	26.418 AC.
RIGHT-OF-WAY	-	7.502 AC.
RIGHT-OF-WAY DEDICATION	1	0.473 AC.
OPEN SPACE/LANDSCAPE LOT	5	1.524 AC.
OPEN SPACE/D.E.	1	0.044 AC.
TOTAL	218	35.961 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
ALKALI DRIVE	50 FT.	721 FT.	LOCAL
BULL LAKE CIRCLE	50 FT.	3049 FT.	LOCAL
CHILDRESS STREET	50 FT.	580 FT.	LOCAL
GARCIA STREET	50 FT.	1,206 FT.	LOCAL
LAKE DIVERSION STREET	50 FT.	643 FT.	LOCAL
STAMFORD STREET	50 FT.	430 FT.	LOCAL
TOTAL LINEAR FEET		6,629 FT.	



BGE, Inc.
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Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C2	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C3	780.00'	32°43'42"	445.55'	N 30°19'51" W	439.52'
C4	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C5	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C6	325.00'	8°49'08"	50.02'	S 48°01'48" W	49.97'
C7	25.00'	48°11'23"	21.03'	N 28°20'41" E	20.41'
C8	50.00'	177°14'41"	154.68'	N 87°07'40" W	99.97'
C9	25.00'	48°11'23"	21.03'	S 22°36'01" E	20.41'
C10	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C11	24.95'	90°04'11"	39.22'	N 1°32'14" W	35.30'
C12	25.00'	81°42'42"	35.65'	S 84°28'35" W	32.71'
C13	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C14	25.00'	48°11'23"	21.03'	S 70°47'24" E	20.41'
C15	50.00'	179°17'35"	156.46'	N 51°4'18" W	100.00'
C16	25.00'	48°11'23"	21.03'	S 60°18'48" W	20.41'
C17	325.00'	39°48'53"	225.84'	N 56°07'34" E	221.33'
C18	25.00'	90°00'00"	39.27'	N 31°02'00" E	35.36'
C19	325.00'	27°36'11"	156.57'	S 0°09'54" E	155.06'
C20	25.00'	81°47'12"	35.69'	N 27°15'25" W	32.73'
C21	325.00'	21°30'16"	121.98'	S 57°26'50" E	121.27'
C22	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C23	25.00'	90°00'00"	39.27'	S 31°02'00" W	35.36'
C24	325.00'	32°43'42"	185.65'	N 59°40'09" E	183.13'
C25	25.00'	90°00'00"	39.27'	S 88°18'18" W	35.36'
C26	25.00'	100°18'05"	43.76'	N 3°27'20" E	38.39'
C27	275.00'	22°25'37"	107.64'	N 64°49'11" E	106.96'
C28	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C29	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C30	25.00'	90°00'00"	39.27'	N 1°41'42" W	35.36'
C31	275.00'	32°43'42"	157.09'	N 59°40'09" E	154.96'
C32	25.00'	90°00'00"	39.27'	S 58°58'00" E	35.36'
C33	275.00'	57°35'14"	276.40'	S 14°49'37" W	264.91'
C34	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C35	25.00'	89°41'03"	39.13'	S 88°27'46" W	35.26'
C36	25.00'	82°54'49"	36.18'	N 51°14'18" W	33.10'
C37	25.00'	97°05'11"	42.36'	N 84°45'42" E	37.47'
C38	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C39	25.00'	90°20'14"	39.42'	N 1°32'53" W	35.46'
C40	325.00'	13°33'28"	76.90'	S 36°50'30" W	76.72'
C41	25.00'	81°47'12"	35.69'	N 70°57'23" E	32.73'
C42	275.00'	21°27'19"	102.98'	S 57°25'22" E	102.38'
C43	25.00'	89°41'03"	39.13'	N 88°27'46" E	35.26'
C44	25.00'	90°18'57"	39.41'	S 1°32'14" E	35.45'
C45	275.00'	8°49'08"	42.33'	S 48°01'48" W	42.29'
C46	25.00'	80°52'05"	35.29'	N 87°07'35" W	32.43'
C47	25.00'	90°18'47"	39.41'	N 1°32'09" W	35.45'
C48	25.00'	53°07'48"	23.18'	S 12°35'54" W	22.36'
C49	25.00'	36°52'12"	16.09'	S 57°35'54" W	15.81'
C50	325.00'	5°31'50"	31.37'	N 73°16'05" E	31.36'
C51	325.00'	6°38'35"	37.68'	N 67°10'53" E	37.66'
C52	325.00'	6°38'35"	37.68'	N 60°32'18" E	37.66'
C53	325.00'	6°38'35"	37.68'	N 53°53'43" E	37.66'
C54	325.00'	6°38'35"	37.68'	N 47°15'08" E	37.66'
C55	325.00'	6°38'35"	37.68'	N 40°36'34" E	37.66'
C56	325.00'	1°04'09"	6.06'	N 36°45'12" E	6.06'
C57	25.00'	9°39'04"	4.21'	S 41°02'39" W	4.21'
C58	25.00'	38°32'19"	16.82'	S 65°08'20" W	16.50'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C59	50.00'	34°38'41"	30.23'	N 67°05'10" E	29.77'
C60	50.00'	36°42'01"	32.03'	N 31°24'49" E	31.48'
C61	50.00'	34°54'55"	30.47'	N 4°23'39" W	30.00'
C62	50.00'	35°58'09"	31.39'	N 39°50'11" W	30.88'
C63	50.00'	37°03'50"	32.34'	N 76°21'10" W	31.78'
C64	25.00'	33°42'15"	14.71'	S 78°01'58" E	14.50'
C65	25.00'	14°29'08"	6.32'	S 53°56'17" E	6.30'
C66	325.00'	2°26'18"	13.83'	S 44°50'23" W	13.83'
C67	325.00'	6°22'50"	36.19'	S 49°14'57" W	36.17'
C68	25.00'	10°25'04"	4.55'	N 9°27'32" E	4.54'
C69	50.00'	47°30'54"	41.46'	S 28°00'27" W	40.29'
C70	50.00'	34°57'02"	30.50'	S 69°14'25" W	30.03'
C71	50.00'	34°54'55"	30.47'	N 75°49'37" W	30.00'
C72	50.00'	42°39'17"	37.22'	N 37°02'31" W	36.37'
C73	50.00'	17°12'34"	15.02'	N 7°06'36" W	14.96'
C74	25.00'	78°27'47"	34.24'	N 36°48'07" E	31.62'
C75	25.00'	66°06'22"	28.84'	S 76°40'25" W	27.27'
C76	25.00'	11°32'13"	5.03'	N 8°11'53" W	5.03'
C77	325.00'	2°56'45"	16.71'	S 12°29'37" E	16.71'
C78	325.00'	6°38'35"	37.68'	S 7°41'57" E	37.66'
C79	325.00'	6°38'35"	37.68'	S 1°03'22" E	37.66'
C80	325.00'	6°38'35"	37.68'	S 5°35'12" W	37.66'
C81	325.00'	4°43'42"	26.82'	S 11°16'21" W	26.81'
C82	325.00'	6°20'46"	36.00'	S 65°01'35" E	35.98'
C83	325.00'	6°38'34"	37.68'	S 58°31'55" E	37.66'
C84	325.00'	6°38'35"	37.68'	S 51°53'21" E	37.66'
C85	325.00'	1°52'21"	10.62'	S 47°37'53" E	10.62'
C86	25.00'	23°34'41"	10.29'	N 58°29'03" W	10.22'
C87	275.00'	9°19'01"	44.72'	N 71°22'29" E	44.67'
C88	275.00'	13°06'36"	62.92'	N 60°09'41" E	62.79'
C89	325.00'	2°02'54"	11.62'	N 44°19'45" E	11.62'
C90	325.00'	9°41'23"	54.96'	N 50°11'53" E	54.90'
C91	325.00'	6°38'35"	37.68'	N 58°21'52" E	37.66'
C92	325.00'	6°38'35"	37.68'	N 65°00'27" E	37.66'
C93	325.00'	6°40'55"	37.90'	N 71°40'12" E	37.88'
C94	325.00'	1°01'21"	5.80'	N 75°31'20" E	5.80'
C95	275.00'	7°18'57"	35.11'	S 10°18'31" E	35.09'
C96	275.00'	15°10'00"	72.79'	S 0°55'57" W	72.58'
C97	275.00'	15°10'00"	72.79'	S 16°05'57" W	72.58'
C98	275.00'	15°10'00"	72.79'	S 31°15'56" W	72.58'
C99	275.00'	4°46'18"	22.90'	S 41°14'05" W	22.90'
C100	275.00'	1°44'40"	8.37'	N 44°10'37" E	8.37'
C101	275.00'	13°28'53"	64.71'	N 51°47'24" E	64.56'
C102	275.00'	13°28'53"	64.71'	N 65°16'17" E	64.56'
C103	275.00'	4°01'17"	19.30'	N 74°01'22" E	19.30'
C104	275.00'	15°31'34"	74.52'	S 54°27'30" E	74.29'
C105	325.00'	0°57'32"	5.44'	S 43°08'28" W	5.44'
C106	325.00'	7°28'24"	42.39'	S 38°55'30" W	42.36'
C107	325.00'	5°07'32"	29.07'	S 32°37'32" W	29.06'
C108	275.00'	6°49'28"	32.76'	S 47°01'58" W	32.74'
C109	275.00'	1°59'40"	9.57'	S 51°26'33" W	9.57'
C110	275.00'	5°55'44"	28.46'	S 65°11'09" E	28.44'
C111	25.00'	92°45'31"	40.47'	N 90°00'00" W	36.20'
C112	25.00'	16°01'12"	6.99'	S 5°57'24" E	6.97'
C113	25.00'	16°01'12"	6.99'	S 21°58'36" E	6.97'
C114	25.00'	15°19'30"	6.69'	S 39°01'57" E	6.67'
C115	25.00'	15°16'05"	6.66'	S 54°19'45" E	6.64'
C116	25.00'	37°46'19"	16.48'	N 33°33'13" E	16.18'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S46°16'51"E	127.65'
L2	S43°43'09"W	10.11'
L3	S49°49'36"W	102.22'
L4	S61°50'57"W	102.22'
L5	N13°58'00"W	95.00'
L6	N13°58'00"W	50.00'
L7	N47°00'39"W	50.00'
L8	N46°41'42"W	97.68'
L9	S43°37'14"W	83.14'
L10	N43°37'14"E	90.00'
L11	S76°02'00"W	90.00'
L12	N43°37'14"E	90.00'
L13	S43°18'18"W	19.82'
L14	N43°18'18"E	19.82'
L15	S13°58'00"E	7.26'
L16	S43°37'14"W	55.98'
L17	S46°41'42"E	23.17'
L18	N13°58'00"W	115.00'
L19	N53°46'53"W	127.85'
L20	S53°46'53"E	129.15'
L21	S46°48'18"W	45.84'
L22	N43°18'18"E	62.39'
L23	S13°58'00"E	32.26'
L24	S10°18'31"E	19.78'
L25	S0°55'57"W	40.91'
L26	S16°05'57"W	40.91'
L27	N44°51'49"E	45.01'
L28	N46°29'14"E	59.41'
L29	S1°24'42"E	9.16'
L30	S51°53'31"E	51.57'
L31	S58°31'45"E	51.57'
L32	S58°27'56"E	51.63'
L33	N50°40'53"W	96.70'
L34	N40°48'01"W	60.90'

FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
 A SUBDIVISION OF 35.961 ACRES OF LAND
 LOCATED IN THE
 Z. HINTON SURVEY, ABSTRACT NO. 219
 HAYS COUNTY, TEXAS



BGE, Inc.
 101 West Louis Henna Blvd., Suite 400
 Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Registration No. F-1046
 TBPELS Licensed Surveying Firm No. 10106502

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	S	1,090
2	S	4,776
3	S	4,800
4	S	4,800
5	S	4,800
6	S	4,800
7	S	4,800
8	S	4,800
9	S	4,800
10	S	4,800
11	S	4,800
12	S	4,800
13	S	4,800
14	S	4,800
15	S	4,800
16	S	4,800
17	S	5,293
18	S	5,451
19	S	5,375
20	S	5,416
21	S	5,393
22	S	5,533
23	S	5,143
24	S	1,927
25	S	5,235
26	S	5,374
27	S	5,512
28	S	5,650
29	S	5,289
30	S	6,856
31	S	9,131
32	S	5,245
33	S	4,251
34	S	4,798
35	S	4,800
36	S	4,800
37	S	4,800
38	S	4,800
39	S	4,800
40	S	4,800
41	S	4,800
42	S	4,800
43	S	4,800
44	S	4,800
45	S	4,800
46	S	4,800
47	S	4,800
48	S	4,777
49	S	16,766

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	W	7,036
2	W	6,866
3	W	6,866
4	W	7,059
5	W	6,298
6	W	6,475
7	W	7,698
8	W	7,154
9	W	6,935
10	W	6,507

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	T	4,048
2	T	4,915
3	T	4,925
4	T	4,934
5	T	4,944
6	T	4,954
7	T	4,964
8	T	4,973
9	T	4,983
10	T	4,993
11	T	5,002
12	T	5,012
13	T	5,022
14	T	5,264
15	T	5,779
16	T	5,405
17	T	5,663
18	T	5,899
19	T	5,437
20	T	11,811
21	T	8,179
22	T	4,422
23	T	4,596
24	T	4,800
25	T	4,800
26	T	4,800
27	T	4,800
28	T	4,800
29	T	4,800
30	T	4,800
31	T	4,800
32	T	4,800
33	T	4,800
34	T	4,805
35	T	4,761
36	T	14,311

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Y	7,501
2	Y	5,484
3	Y	5,484
4	Y	5,484
5	Y	4,874
6	Y	4,874
7	Y	4,874
8	Y	4,874
9	Y	4,874
10	Y	4,874
11	Y	4,874
12	Y	5,999
13	Y	6,093
14	Y	4,886
15	Y	4,886
16	Y	4,886
17	Y	4,886
18	Y	4,886
19	Y	4,886
20	Y	4,886
21	Y	5,580
22	Y	6,257
23	Y	8,901

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	U	4,793
2	U	4,798
3	U	4,797
4	U	4,796
5	U	4,795
6	U	4,794
7	U	4,793
8	U	4,792
9	U	4,948
10	U	5,331
11	U	5,331
12	U	5,456
13	U	7,363
14	U	6,086
15	U	6,002
16	U	5,535
17	U	5,074
18	U	4,820
19	U	4,820
20	U	4,820
21	U	4,820
22	U	4,820
23	U	4,820
24	U	4,819
25	U	30,156

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	6,641
2	Z	5,304
3	Z	5,304
4	Z	5,303
5	Z	5,302
6	Z	5,302
7	Z	5,301
8	Z	5,963
9	Z	5,963
10	Z	5,846
11	Z	5,688
12	Z	7,080
13	Z	7,211
14	Z	5,686
15	Z	5,841
16	Z	5,941
17	Z	5,962
18	Z	5,299
19	Z	5,298
20	Z	5,298
21	Z	5,297
22	Z	5,296
23	Z	5,296
24	Z	6,535

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	V	5,866
2	V	4,800
3	V	4,800
4	V	4,949
5	V	4,873
6	V	4,800
7	V	4,800
8	V	5,099
9	V	4,800
10	V	5,248
11	V	6,804
12	V	9,535
13	V	9,735
14	V	11,227
15	V	6,540
16	V	5,807
17	V	5,524
18	V	4,803
19	V	4,800
20	V	4,800
21	V	5,866

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	X	9,496
2	X	5,400
3	X	5,400
4	X	4,800
5	X	4,800
6	X	4,800
7	X	4,800
8	X	4,800
9	X	4,800
10	X	4,800
11	X	4,800
12	X	4,800
13	X	4,800
14	X	4,800
15	X	5,983
16	X	5,907
17	X	4,800
18	X	4,800
19	X	4,800
20	X	4,800
21	X	4,800
22	X	4,800
23	X	4,800
24	X	4,800
25	X	4,800
26	X	4,800
27	X	4,800
28	X	5,400
29	X	5,400
30	X	7,784

FINAL PLAT
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STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, LP, ACTING HEREIN BY AND THROUGH JOHN SPARROW, PRESIDENT, BEING THE OWNER OF A CALLED 375.876 ACRE TRACT OF LAND AS CONVEYED TO THEM BY DEED RECORDED IN DOCUMENT NUMBER 21060541 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 35.961 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

PRAIRIE LAKES PHASE 2, SECTION 2

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20____, A.D.

CONTINENTAL HOMES OF TEXAS, LP
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

BY: _____

NAME: JOHN SPARROW

TITLE: PRESIDENT

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN SPARROW, PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

STATE OF TEXAS §
COUNTY OF HAYS §

I, RICHARD L. RYCHLIK, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY PENDING
FINAL REVIEW**

RICHARD L. RYCHLIK, JR., P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO--WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON--SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

PRAIRIE LAKES PHASE 2, SECTION 2 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE EAST HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

EAST HAYS COUNTY M.U.D. NO. 1

DATE _____

CITY OF NIEDERWALD

THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

APPROVED BY THE CITY OF NIEDERWALD FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

APPROVED BY: CITY COUNCIL, CITY OF NIEDERWALD, TEXAS

REYNELL SMITH
MAYOR, CITY OF NIEDERWALD

DATE _____

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF NIEDERWALD AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FEMA EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0295F, REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- GAS IS PROVIDED BY _____.
- TELEPHONE/CABLE PROVIDED BY _____.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY EAST HAYS COUNTY MUD #1.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- ALL MAINTENANCE WITHIN THIS SUBDIVISION, OF EASEMENTS, DETENTION PONDS AND RIGHTS OF WAY TO THE PAVEMENT TO BE THE RESPONSIBILITY OF EAST HAYS COUNTY MUD #1.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- A FIFTEEN (15) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND, (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
- ANY BUILDING SETBACKS NOT SHOWN SHALL CONFORM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NUMBER _____.
- FRONT BUILDING SETBACK LINES SHALL BE TWENTY (20) FEET.
SIDE STREET BUILDING SETBACK LINES SHALL BE FIFTEEN (15) FEET.
SIDE BUILDING SETBACK LINES SHALL BE FIVE (5) FEET.
REAL BUILDING SETBACK LINES SHALL BE TEN (10) FEET.
- THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER

AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY CLERK
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF

_____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

FINAL PLAT
PRAIRIE LAKES
PHASE 2, SECTION 2
A SUBDIVISION OF 35.961 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219
HAYS COUNTY, TEXAS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Federal Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Two Million Four Hundred Fifty Two Thousand Two Hundred Thirty and 11/100 (\$2,452,230.11 DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Prairie Lakes Phase 2 **Section 2** has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Remaining site construction including earth work, paving and drainage sanitary sewer and water, landscape, signage and irrigation.

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest,

health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 14th DAY OF March, 2023 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

D.R. Horton, Inc.

By: 

Name: John A. Sparrow

As its: Assistant Secretary

ADDRESS:

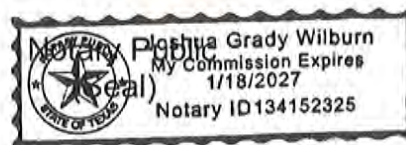
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME personally appeared John Sparrow who is personally known to me, or has produced Texas Drivers License as identification, and who executed the foregoing instrument as Assistant Secretary of D.R. Horton Inc., and severally acknowledged to and before me that [he] [she] executed such instrument as Assistant Secretary of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15 day of March, 2023.

My commission expires:



SURETY

Federal Insurance Company

WITNESS:

Jynell Whitehead

Jynell Whitehead

BY:

Noah William Pierce

Noah William Pierce

(typed name) its attorney-in-fact

(power of attorney must be attached)



ADDRESS:

1120 South Tryon Street, Suite 650
Charlotte, NC 28203

STATE OF North Carolina
COUNTY OF Rowan

BEFORE ME personally appeared Noah William Pierce who is personally known to me, or has produced personally known as identification, and who executed the foregoing instrument as Attorney-In-Fact of Federal Insurance Company, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14th day of March, 2023.

My commission expires: 4/4/27

Bryan M Caneschi

Bryan M Caneschi, Notary Public

(Seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Walter Caldwell, Jennifer B. Gullett, Noah William Pierce, John F. Thomas, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of October, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of **October**, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of March, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

***Have a complaint or need help?
Tiene una queja o necesita ayuda?***

IMPORTANT NOTICE

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**

Mail: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support

Phone: 800-252-4670 Fax: 800-664-5358
Email: ecsc.claims@chubb.com

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091

AVISO IMPORTANTE

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**

Correo: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support

Telefono: 800-252-4670 Fax: 800-664-5358
Correo electronico: ecsc.claims@chubb.com

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas
Preguntas: 1-800-252-3439
Quejas: www.tdi.texas.gov
Correo electronico: ConsumerProtection@tdi.texas.gov
Correo: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$24,916.91 (Irrevocable Letter of Credit No. 20234032) for the 6 Creeks, Phase 1, Section 9, Final plat. **SHELL/BORCHERDING**

Summary

The final plat for 6 Creeks, Phase 1, Section 9 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff.

While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

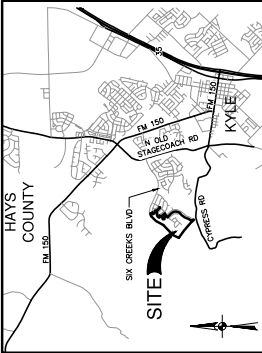
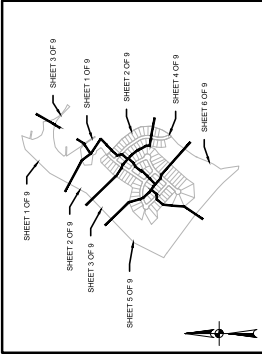
Attachments

Plat

Letter of Credit

FINAL PLAT
OF

A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042658 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

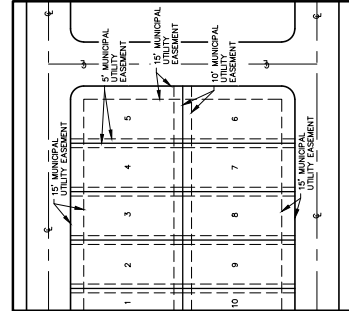


INDEX MAP
SCALE: 1" = 1500'

LOCATION MAP
NOT-TO-SCALE

LEGEND

- [illegible]

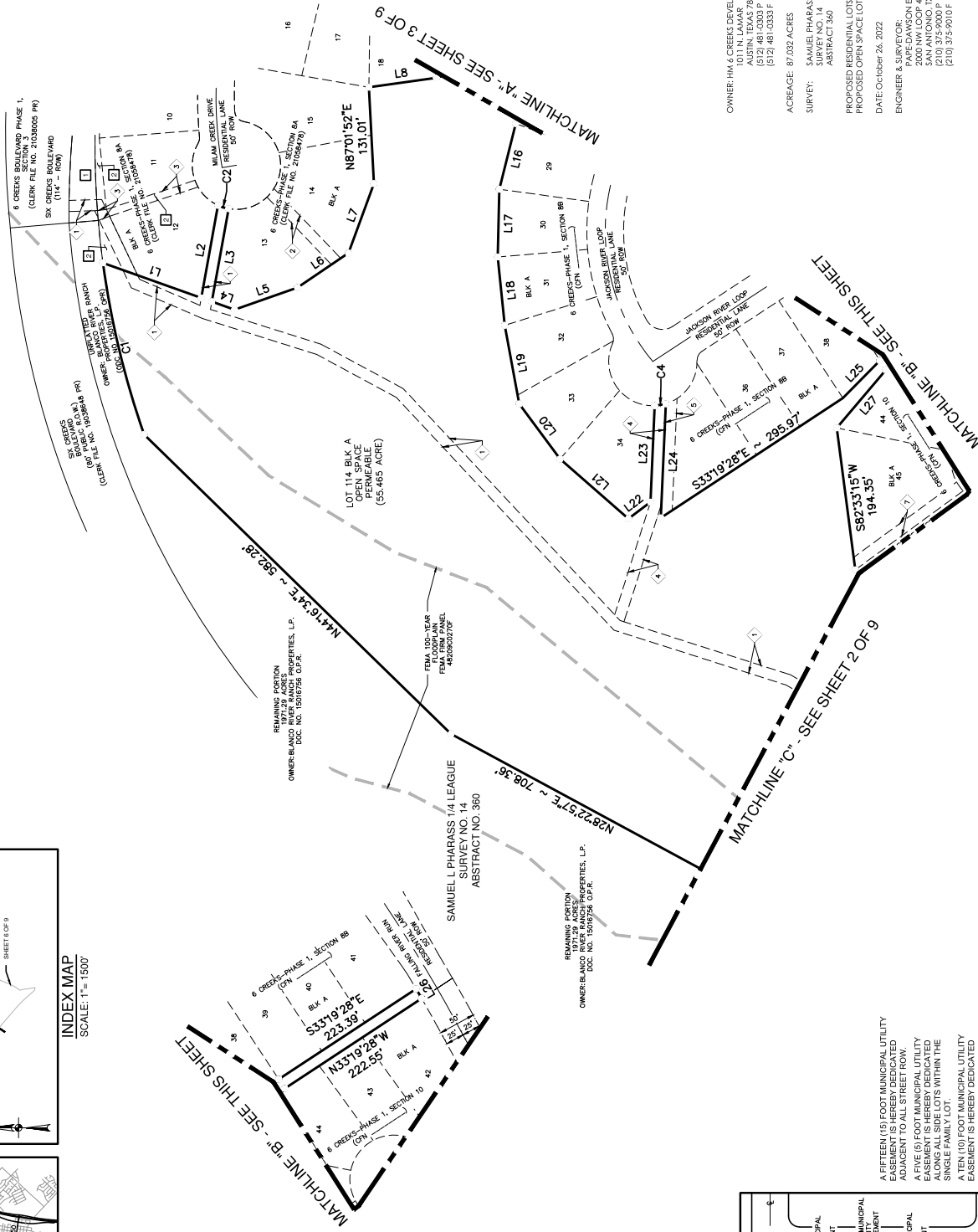


A FIFTEEN (15) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO EAST STREET ROW.

A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT.

A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.

REFERENCE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE AND THE PROPERTY OWNER (INSTRUMENT #17016605) AND FOR REQUIRED BUILDING SETBACKS.



OWNER: HW-6 CREERS DEVELOPMENT, INC.
10000 HWY 100P
AUSTIN, TEXAS 78703
(210) 481-0003 P
(210) 481-0033 F

ACREAGE: 87.0322 ACRES

SURVEY: SAMUEL PHARRAS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT 360

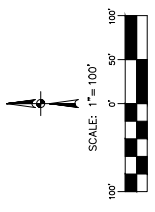
PROPOSED RESIDENTIAL LOTS: 102
PROPOSED OPEN SPACE LOTS: 0

DATE: OCTOBER 26, 2022

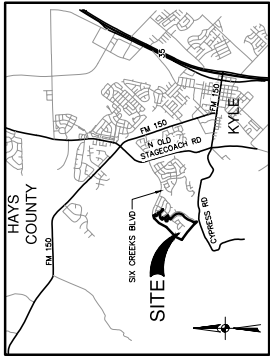
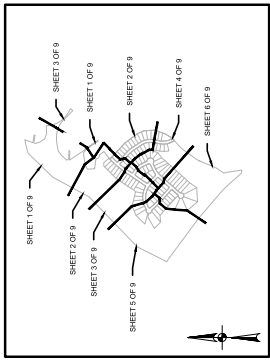
ENGINEER & SURVEYOR:
PAPE DAWSON ENGINEERS, INC.
2000 NW 100P 410
AUSTIN, TEXAS 78713
(210) 375-9000 P
(210) 375-9001 F

STREET NAME	STREET CLASSIFICATION	STREET LENGTH	ROW WIDTH
SEASIDE SPARROW WAY	RESIDENTIAL LANE	1263.22'	50.00'
FALLING RIVER RUN	RESIDENTIAL LANE	788.17'	50.00'
LILY PAD LANE	RESIDENTIAL LANE	1191.99'	50.00'
BREWSTER STREET	RESIDENTIAL LANE	1121.24'	50.00'

PAPE-DAWSON
ENGINEERS
S.A. ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2008 NW LOOP 435 | SAN ANTONIO, TX 78231 | 214.375.8800
TEXAS ENGINEERING FIRM #4751 | TEXAS SURVEYING FIRM #1028880
DATE OF PREPARATION: October 26, 2022

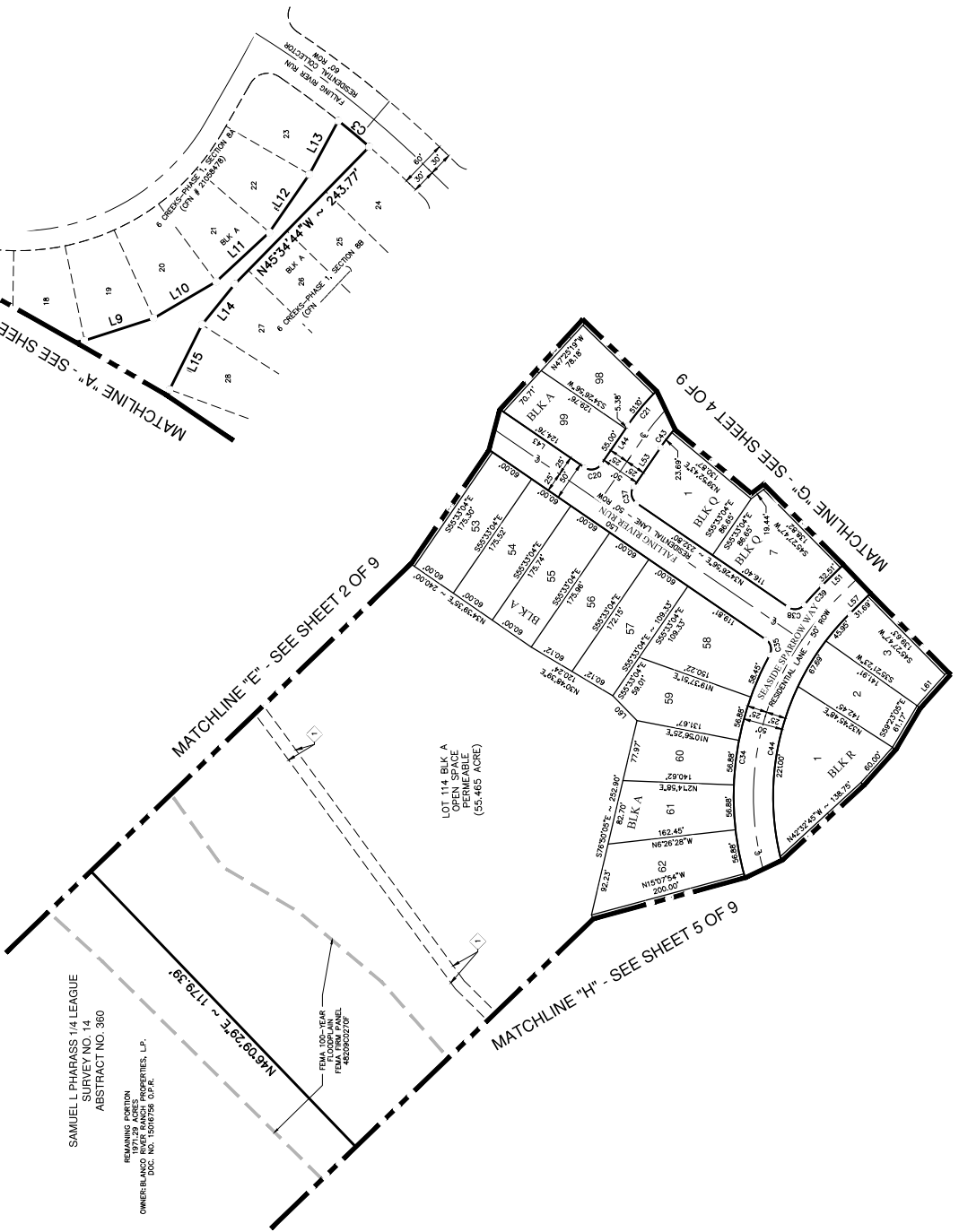


FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 9
A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042858 IN SECTION 9, T14N, R10E, S9E, HAYS COUNTY, TEXAS, AND A PORTION OF THE SAMUEL PHARRASS 1/4 LEAGUE NO. 14, ABSTRACT 380, HAYS COUNTY, TEXAS.



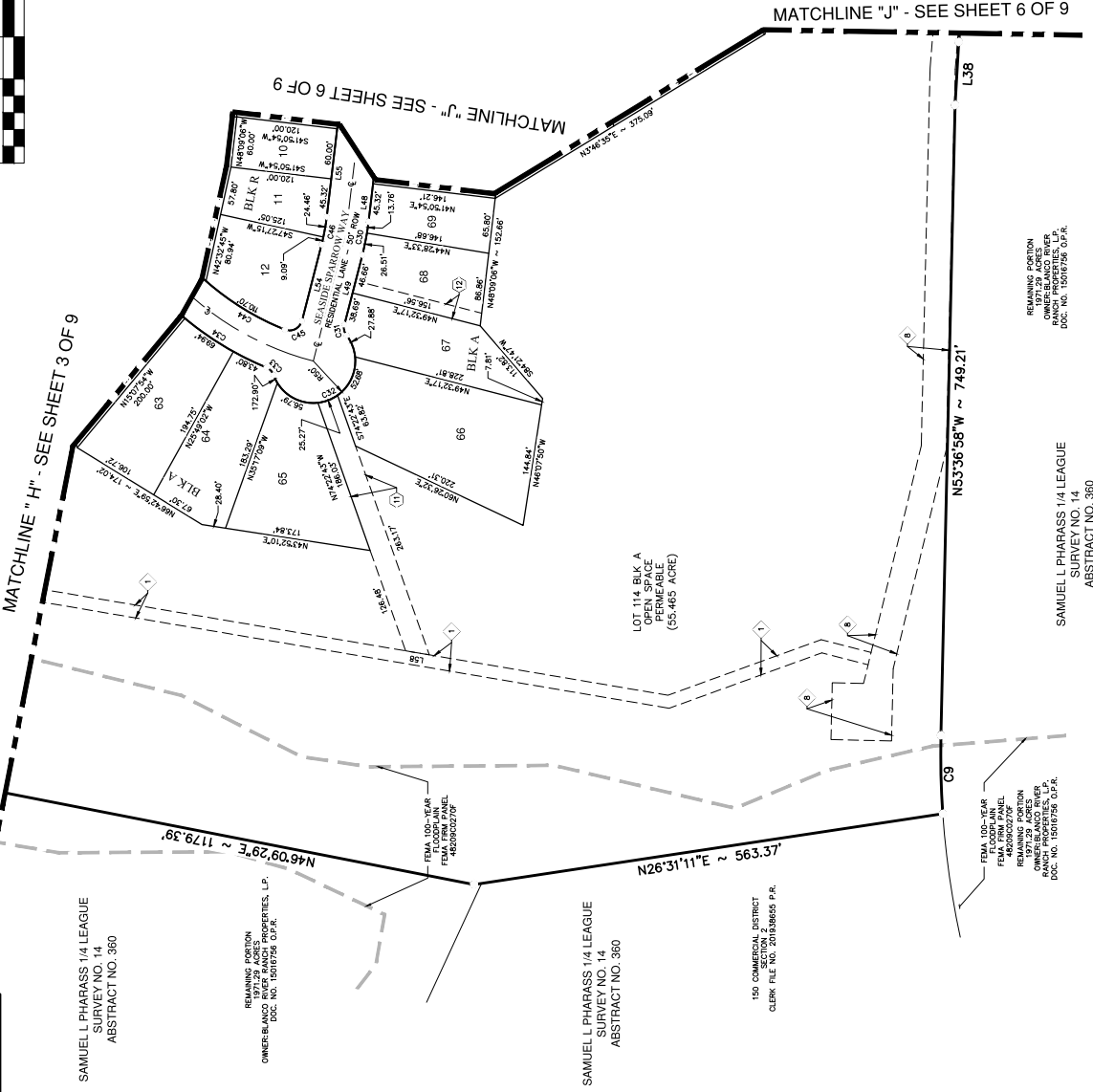
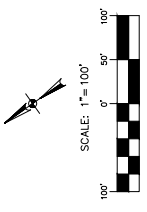
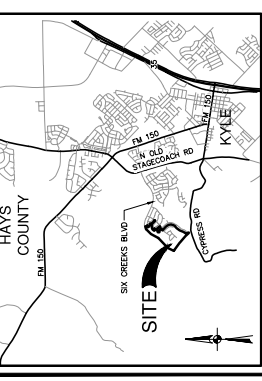
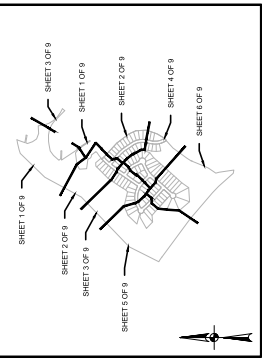
INDEX MAP
SCALE: 1" = 1500'

LOCATION MAP
NOT TO SCALE



PAPE-DAWSON
ENGINEERS
SAS, ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2008 NW LOOP 433 | SAN ANTONIO, TX 78213 | 210.375.8800
TEXAS ENGINEERING FIRM #1751 | TEXAS SURVEYING FIRM #1028880
DATE OF PREPARATION: October 26, 2022

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 9
A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20022858 IN SECTION 9, T14N, R10E, E1/4, HAYS COUNTY, TEXAS, TO WIT: THE SAMUEL L PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.



INDEX MAP
SCALE: 1" = 1500'

LOCATION MAP
NOT TO SCALE

SAMUEL L PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360

REMAINING PORTION
OF 197.29 ACRES
OWNERSBLAND RIVER
FLOODPLAIN
DOC. NO. 15016756 O.P.R.

FEMA 100-YEAR
FLOODPLAIN
FEMA 500-YEAR
FLOODPLAIN
FEMA 500-YEAR
FLOODPLAIN

SAMUEL L PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360

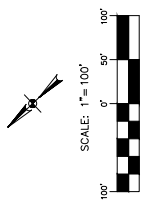
150 COMMERCE, DISTRICT
SECTION 2
CLERK FILE NO. 201036655 P.R.

FEMA 100-YEAR
FLOODPLAIN
FEMA 500-YEAR
FLOODPLAIN
FEMA 500-YEAR
FLOODPLAIN

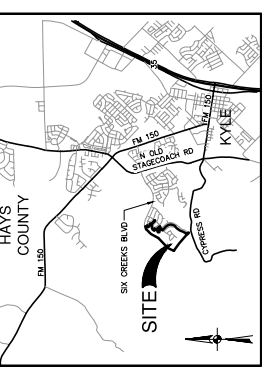
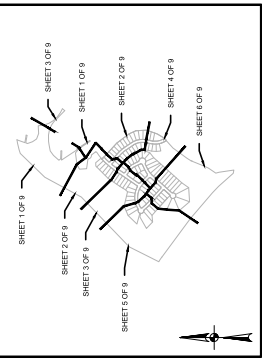
SAMUEL L PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360

REMAINING PORTION
OF 197.29 ACRES
OWNERSBLAND RIVER
FLOODPLAIN
DOC. NO. 15016756 O.P.R.

PAPE-DAWSON
ENGINEERS
SAY, ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2008 NW LOOP 431 | SAN ANTONIO, TX 78213 | 210.375.8800
TEXAS ENGINEERING FIRM #4751 | TEXAS SURVEYING FIRM #1028800
DATE OF PREPARATION: October 26, 2022



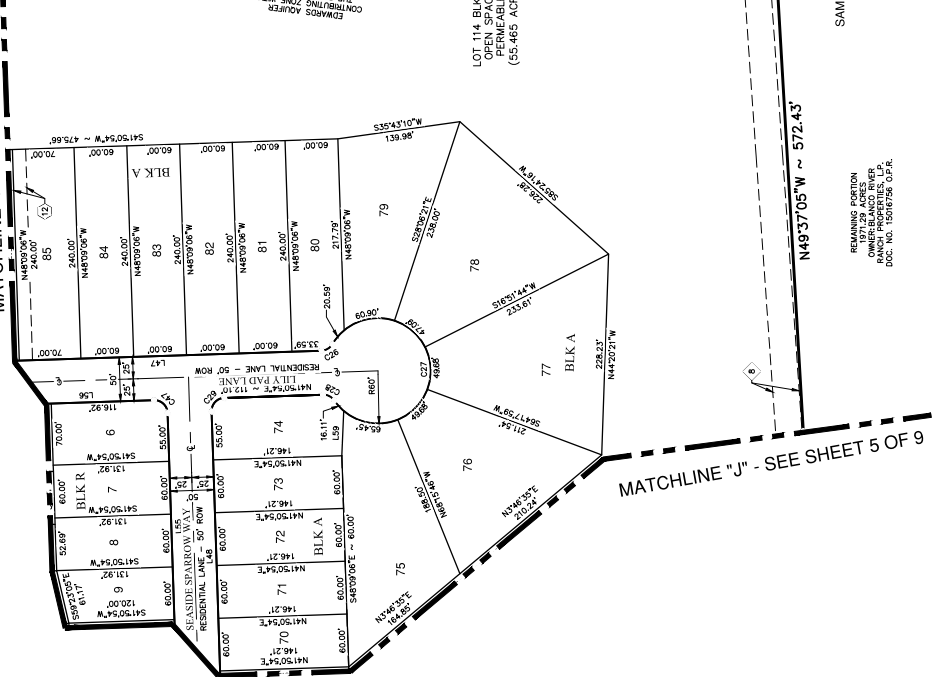
FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 9
A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042858 IN
SECTION 9, T14N, R10E, S14E, HAYS COUNTY, TEXAS, AND A PORTION OF
SAMPLER PHASE 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY,
TEXAS.



INDEX MAP
SCALE: 1" = 1500'

LOCATION MAP
NOT TO SCALE

MATCHLINE "I" - SEE SHEET 4 OF 9



MATCHLINE "J" - SEE SHEET 5 OF 9

MATCHLINE "J" - SEE SHEET 5 OF 9

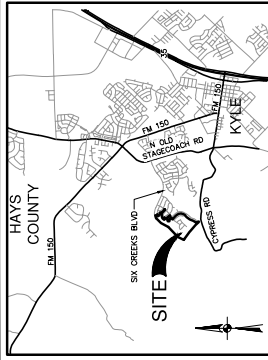
REMAINING PORTION
OWNER: BLANCO RIVER
ABSTRACT NO. 360
DOC. NO. 15016726 O.P.R.

SAMUEL L PHILLIPS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360

REMAINING PORTION
OWNER: BLANCO RIVER
ABSTRACT NO. 360
DOC. NO. 15016726 O.P.R.

FINAL PLAT
OF
4 CREEKS-PHASE 1 SECTION 9

A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042658 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.



LOCATION MAP

20' LOT WIDTHS ARE MEASURED AT A 20' SETBACK FROM THE RIGHT OF WAY.

LOT SUMMARY				LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA	LOT	BLK	LOT WIDTH	LOT AREA
47	A	56.84'	8867 SF	98	A	56.48'	8478 SF
48	A	58.84'	9703 SF	99	A	203.32'	9385 SF
49	A	58.84'	9800 SF	100	A	200.24'	9125 SF
50	A	58.84'	10163 SF	101	A	60.00'	7500 SF
51	A	50.13'	10633 SF	102	A	60.00'	7500 SF
52	A	60.00'	10515 SF	103	A	68.97'	7948 SF
53	A	60.00'	10525 SF	104	A	74.47'	8274 SF
54	A	60.00'	10535 SF	105	A	60.00'	7557 SF
55	A	60.00'	10551 SF	106	A	60.00'	7696 SF
56	A	60.00'	10443 SF	107	A	74.74'	8710 SF
57	A	60.00'	10215 SF	108	A	95.82'	9616 SF
58	A	200.29'	12553 SF	109	A	98.07'	8808 SF
59	A	56.88'	10715 SF	110	A	60.00'	7225 SF
60	A	56.88'	9072 SF	111	A	59.45'	7408 SF
61	A	56.88'	10271 SF	112	A	56.13'	8131 SF
62	A	56.88'	12683 SF	113	A	56.13'	8131 SF
63	A	56.88'	14062 SF	114	A	N/A	241,4830 SF
64	A	56.86'	14133 SF	119	K	200.31'	16783 SF
65	A	84.75'	24263 SF	20	K	57.75'	8759 SF
66	A	66.39'	29989 SF	21	K	60.00'	9278 SF
67	A	71.61'	13006 SF	22	K	53.75'	11083 SF
68	A	73.17'	12056 SF	23	K	56.42'	10671 SF
69	A	50.08'	9131 SF	24	K	56.42'	10097 SF
70	A	60.00'	8773 SF	25	K	56.42'	10425 SF
71	A	60.00'	8773 SF	26	K	57.90'	9573 SF
72	A	60.00'	8773 SF	27	K	60.00'	8578 SF
73	A	60.00'	8773 SF	28	K	60.00'	8504 SF
74	A	221.88'	10192 SF	29	K	58.31'	8006 SF
75	A	65.45'	23379 SF	30	K	57.75'	8682 SF
76	A	49.65'	23360 SF	31	K	59.12'	8038 SF
77	A	49.46'	27871 SF	32	K	60.00'	7800 SF
78	A	47.21'	295504 SF	33	K	60.00'	7800 SF
79	A	60.63'	20923 SF	34	K	197.16'	9260 SF
80	A	60.30'	14161 SF	1	Q	224.04'	12150 SF
81	A	60.00'	14400 SF	2	Q	99.93'	9761 SF
82	A	60.00'	14400 SF	3	Q	63.80'	7749 SF
83	A	60.00'	14400 SF	4	Q	174.27'	8266 SF
84	A	60.00'	14400 SF	5	Q	170.10'	9483 SF
85	A	70.00'	16800 SF	6	Q	60.00'	8089 SF
86	A	60.00'	14400 SF	7	Q	204.49'	12513 SF
87	A	76.16'	14615 SF	1	R	221.00'	16890 SF
88	A	87.62'	13000 SF	2	R	67.69'	9216 SF
89	A	60.00'	13149 SF	3	R	77.64'	9200 SF
90	A	81.54'	12862 SF	4	R	60.00'	8064 SF
91	A	51.21'	10484 SF	5	R	194.45'	9694 SF
92	A	43.51'	11091 SF	6	R	195.48'	9186 SF
93	A	51.41'	10031 SF	7	R	60.00'	7915 SF
94	A	71.35'	8819 SF	8	R	60.00'	7915 SF
95	A	60.00'	9021 SF	9	R	60.00'	7557 SF
96	A	56.38'	9532 SF	10	R	60.00'	7200 SF
97	A	56.13'	8736 SF	11	R	60.78'	7831 SF
98	A	56.48'	8478 SF	12	R	230.29'	12945 SF

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S79°24'35"W	147.79	L1	S79°24'35"W	147.79
L2	S79°40'02"E	127.07	L2	S79°40'02"E	127.07
L3	S79°46'04"E	128.26	L3	S79°46'04"E	128.26
L4	S79°49'04"E	32.81	L4	S79°49'04"E	32.81
L5	S79°22'02"E	83.67	L5	S79°22'02"E	83.67
L6	S79°16'11"E	90.56	L6	S79°16'11"E	90.56
L7	S69°50'22"E	103.25	L7	S69°50'22"E	103.25
L8	S79°56'51"E	91.85	L8	S79°56'51"E	91.85
L9	S72°00'45"E	91.85	L9	S72°00'45"E	91.85
L10	S42°32'27"E	91.85	L10	S42°32'27"E	91.85
L11	S55°17'12"E	89.24	L11	S55°17'12"E	89.24
L12	S55°10'17"E	77.24	L12	S55°10'17"E	77.24
L13	N61°53'07"E	66.05	L13	N61°53'07"E	66.05
L14	N63°25'59"E	91.86	L14	N63°25'59"E	91.86
L15	N75°29'58"E	91.86	L15	N75°29'58"E	91.86
L16	N85°54'15"E	91.86	L16	N85°54'15"E	91.86
L17	N48°58'03"E	93.25	L17	N48°58'03"E	93.25
L18	S48°58'03"E	108.50	L18	S48°58'03"E	108.50
L19	S79°20'33"E	93.25	L19	S79°20'33"E	93.25
L20	S73°20'02"E	93.25	L20	S73°20'02"E	93.25
L21	S41°14'14"E	93.25	L21	S41°14'14"E	93.25
L22	S73°20'02"E	37.56	L22	S73°20'02"E	37.56
L23	S87°32'12"E	135.06	L23	S87°32'12"E	135.06
L24	N67°25'22"E	154.89	L24	N67°25'22"E	154.89
L25	S45°20'09"E	71.59	L25	S45°20'09"E	71.59
L26	S59°20'22"E	71.59	L26	S59°20'22"E	71.59
L27	N49°45'17"E	103.45	L27	N49°45'17"E	103.45
L28	S45°16'16"E	93.17	L28	S45°16'16"E	93.17
L29	S35°55'17"E	51.50	L29	S35°55'17"E	51.50
L30	S49°25'12"E	76.97	L30	S49°25'12"E	76.97

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	184.37	119°45'	5793.015"	230.65'
C2	60.00	147.93°	5172.615"	15.16'
C3	1220.00	224.36°	43937.411"	91.31'
C4	60.00	144.19°	5309.961"	15.34'
C5	60.00	97.61°45'	5446.185"	90.17'
C6	15.00	57.94°00'	5648.458"	14.69'
C7	60.00	93.00°00'	5107.174"	21.76'
C8	1025.00	89.92°2'	55396.135"	143.85'
C9	1025.00	51.37°00'	58191.328"	93.33'
C10	975.00	6.94°34'	54241.301"	115.31'
C11	15.00	89.74°30'	5237.535"	21.49'
C12	525.00	137.94°34'	54042.923"	122.64'
C13	325.00	45.00°33'	51599.241"	249.10'
C14	250.00	47.38°13'	51299.241"	203.25'
C15	300.00	49.29°00'	51300.961"	246.36'
C16	375.00	45.90°00'	51128.744"	263.87'
C17	475.00	13.29°45'	54462.520"	110.95'
C18	975.00	59.42°5'	58303.011"	221.31'
C19	15.00	93.00°00'	53193.068"	52.23'
C20	300.00	30.20°15'	51033.044"	21.21'
C21	300.00	30.20°15'	46774.566"	45.764'
C22	15.00	57.94°00'	53595.921"	14.69'
C23	60.00	200.32°17'	51030.972"	117.03'
C24	15.00	57.94°00'	58509.444"	14.69'
C25	325.00	2.73°06°30'	54462.520"	110.15'
C26	15.00	90.70°00'	53309.961"	21.21'
C27	300.00	74.91°34'	54419.241"	40.23'
C28	15.00	57.91°27'	56974.195"	13.62'
C29	50.00	180.07°26'	56974.195"	98.75'
C30	50.00	180.07°26'	56974.195"	172.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C33	15.00'	48.0000°	N10°33'50"E	12.44'
C34	375.00'	61°04'38"	S88°01'54"W	389.72'
C35	15.00'	64.0674°	N10°30'21"E	22.02'
C36	1025.00'	14°37'31"	N41°45'31"E	201.33'
C37	15.00'	90.0000°	S79°26'56"W	21.21'
C38	15.00'	84.0067°	S77°02'58"E	20.10'
C39	375.00'	57°37'48"	N67°00'52"E	33.55'
C40	15.00'	83°19'37"	S68°09'33"E	19.83'
C41	325.00'	12°44'02"	S58°30'11"E	72.06'
C42	24.00'	90.0000°	N59°17'12"E	35.36'
C43	325.00'	30.0016°	N46°17'56"W	36.27'
C44	325.00'	70.0070°	N37°34'27"E	41.31'
C45	325.00'	79°24'48"	S47°14'24"E	22.54'
C46	250.00'	74°14'24"	S44°18'42"E	33.55'
C47	15.00'	90.0000°	N68°00'44"E	21.21'
C48	15.00'	86°23'07"	N70°40'40"E	22.62'

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 9
A 87.032 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042698 IN
THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS, TOGETHER WITH
SAMPLER PHARMS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY,
TEXAS.



THE STATE OF TEXAS §
COUNTY OF TRAVIS §
KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF TEXAS, INC., A CORPORATION ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 2901 BEE CAVES ROAD,
SUITE F, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED SEPTEMBER 20, 2017, RECORDED IN DOCUMENT
20042698, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 87.032 ACRES
OF LAND OUT OF THE SAMUEL PHARMS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 9

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS
PREVIOUSLY ACQUIRED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS
SHOWN HEREON.

HM 6 CREEKS DEVELOPMENT, INC.
BY: JAY HANNA
VICE PRESIDENT
2005 NW LOOP 433
AUSTIN, TX 78748

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE
A PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE IS THE
CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D.
20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF BEAR §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY
CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE
LAND HEREIN DESCRIBED, AND THAT ALL NECESSARY SURVEY MONUMENTS
ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
2005 NW LOOP 410
SAN ANTONIO, TX 78213

THE STATE OF TEXAS §
COUNTY OF BEAR §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT
PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

REBECCA ANN CARROLL _____ DATE _____
REGISTERED PROFESSIONAL ENGINEER NO. 52666
PAPE-DAWSON ENGINEERS, INC.
2005 NW LOOP 410
SAN ANTONIO, TX 78213

PLANNING & ZONING CHAIRPERSON _____

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL
COMMUNITY WATER SUPPLY SYSTEM. THE DESIGN OF THE COMMUNITY WATER SUPPLY SYSTEM,
SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CALLED UPON
BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY.
RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE
WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO AN INDIVIDUAL COMMUNITY WATER SUPPLY SYSTEM. THE DESIGN OF THE COMMUNITY WATER
APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR
OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY
DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GASBEEK, S.S., C.E.M. _____ DATE _____
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO _____ DATE _____
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS _____ DATE _____

REVIEWED BY:

CITY ENGINEER _____ DATE _____

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY
THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE
LAND HEREIN DESCRIBED, AND THAT ALL NECESSARY SURVEY MONUMENTS
INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION
REGULATION WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCUS PACHECO _____ DATE _____
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT, AFTER REVIEWING, WITH ITS CERTIFICATE OF AUTHENTICATION, AND THE INSTRUMENT
ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS IN INSTRUMENT # _____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS IN INSTRUMENT # _____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF
_____, 20____, A.D.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY
OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, 20____.

IRREVOCABLE LETTER OF CREDIT

Borrower: HM 6 Creeks Development, Inc
2901 Bee Caves Rd Ste. F
Austin, TX 78746

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20234032

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-16-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-four Thousand Nine Hundred Sixteen & 91/100 Dollars (\$24,916.91) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234032 DATED 03-16-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 20234032

Page 2

Dated: March 16, 2023

LENDER:

AMERICAN BANK OF COMMERCE

By: 

Chris Crowley, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$18,520.06 (Irrevocable Letter of Credit No. 20234033) for the 6 Creeks, Phase 1, Section 10, Final plat. **SHELL/BORCHERDING**

Summary

The final plat for 6 Creeks, Phase 1, Section 10 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

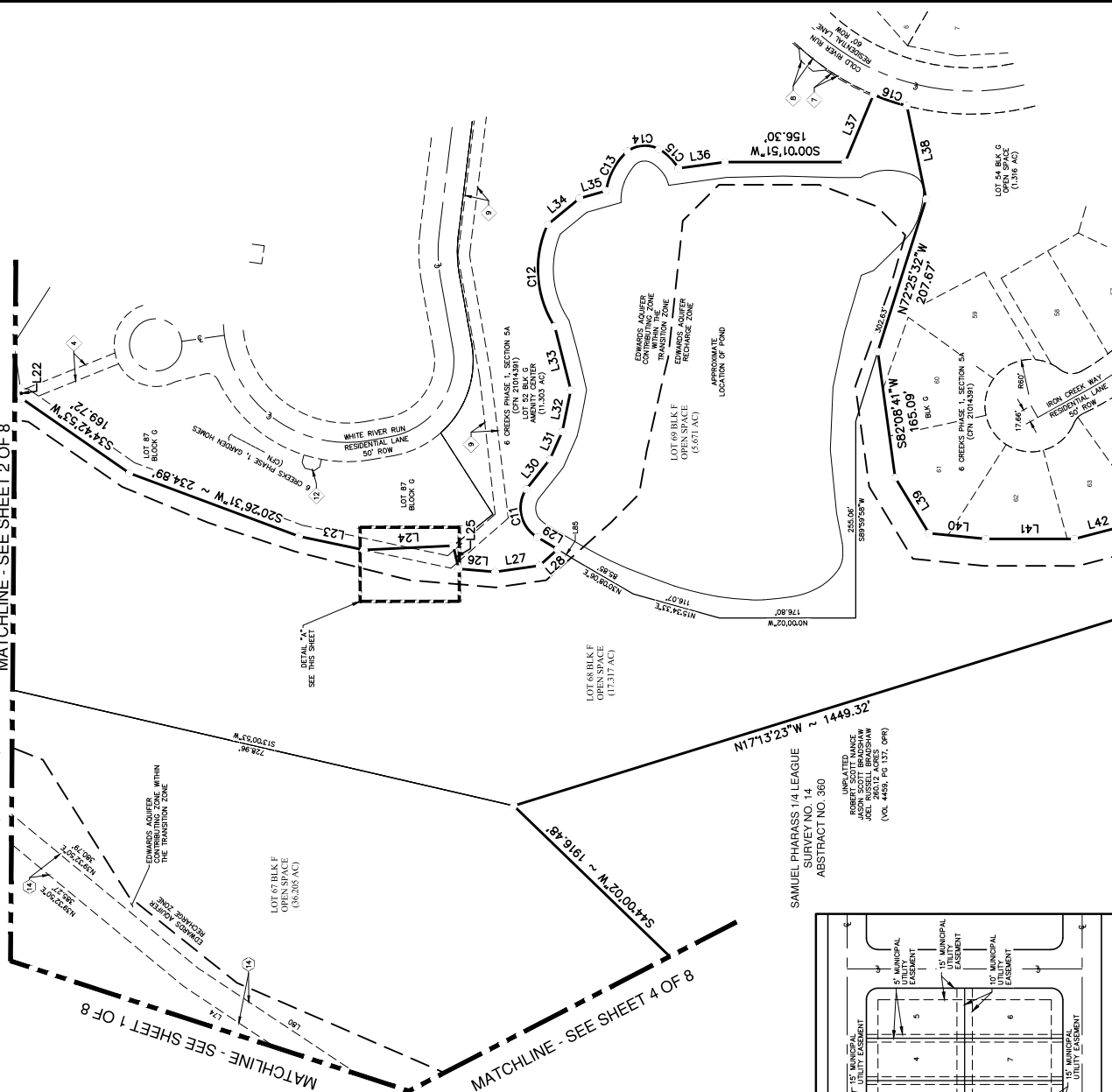
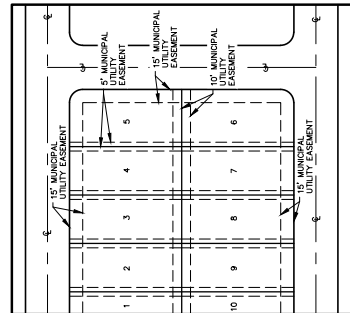
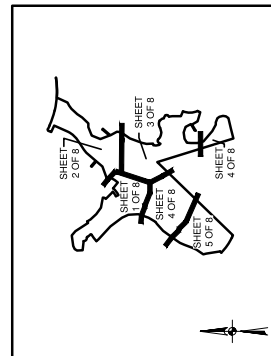
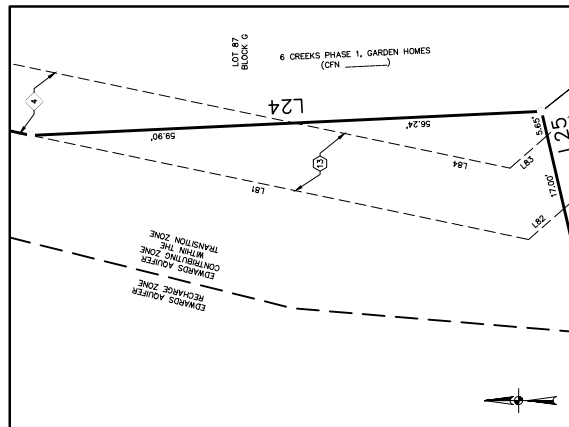
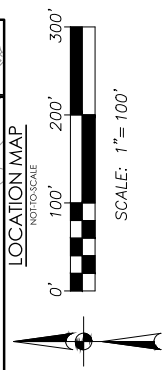
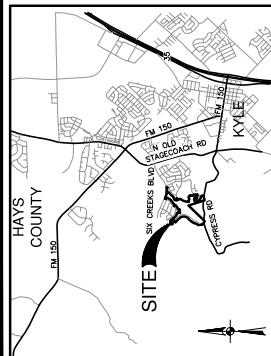
Attachments

Plat

Letter of Credit

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 10

A 66.878 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042658, AND A PORTION OF A 153.029 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20060892, BOTH IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

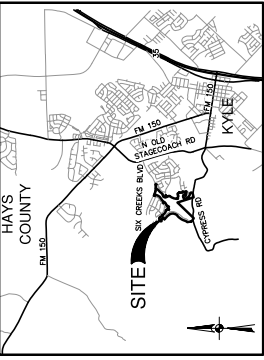
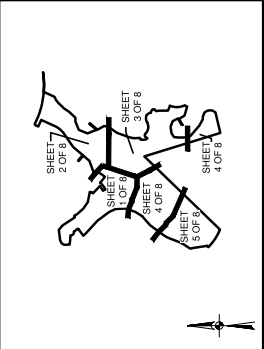


TYPICAL LOT EASEMENTS

MATCHLINE - SEE SHEET 4 OF 8

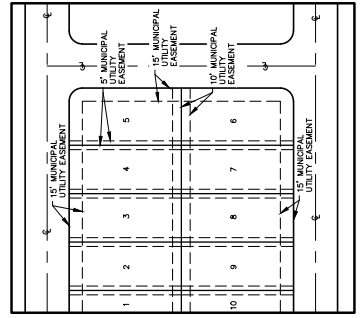
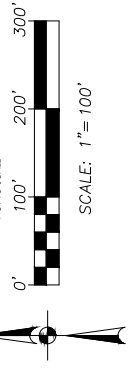
SHEET 3 OF 8

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 10
A 86.879 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
249.051 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042656, AND
A 10.000 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20042656, AND
NUMBER 20068962, BOTH IN THE OFFICIAL PUBLIC RECORDS OF HAYS
COUNTY, TEXAS, IN THE SAMUEL PHARRAS 1/4 LEAGUE NO. 14,
ABSTRACT 360, HAYS COUNTY, TEXAS.

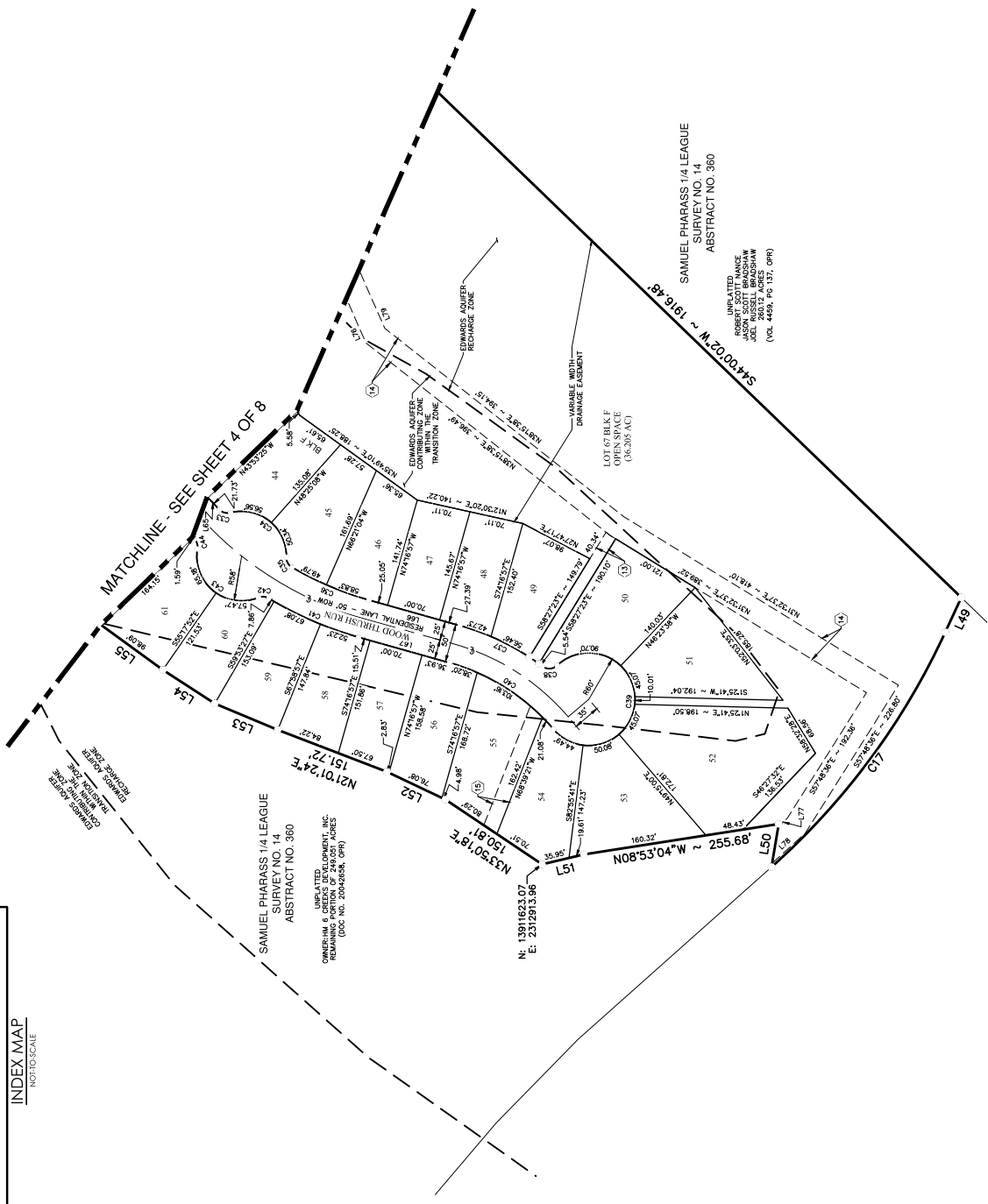


INDEX MAP
NOT TO SCALE

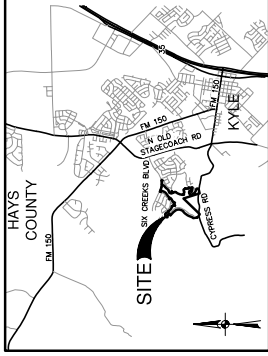
LOCATION MAP
NOT TO SCALE



TYPICAL LOT EASEMENTS
NOT TO SCALE



SAMUEL PHARRAS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360
UNPLATTED
SCOTT BRADSHAW
JASON SCOTT BRADSHAW
JACEL BRADSHAW
JACEL BRADSHAW
(VOL. 4469, PG. 137, OFFR)



LOCATION MAP
NOT TO SCALE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N29°54'11"E	79.26'
L2	S32°24'47"E	72.16'
L3	S10°01'02"E	64.86'
L4	S10°00'09"W	29.32'
L5	S24°33'07"E	50.00'
L6	N30°02'33"E	74.94'
L7	N25°52'17"E	75.20'
L8	N2°25'58"W	77.36'
L9	N45°22'51"E	15.00'
L10	N52°05'23"E	50.89'
L11	N49°44'20"E	72.37'
L12	N40°21'04"E	72.95'
L13	N37°06'48"E	71.96'
L14	N24°12'47"E	51.73'
L15	S65°45'20"E	70.95'
L16	S43°00'09"W	25.00'
L17	S64°27'27"W	63.77'
L18	S51°41'58"W	72.96'
L19	N89°38'05"W	70.00'
L20	N40°08'34"E	168.50'
L21	S5°58'55"W	94.89'
L22	S81°47'13"W	13.72'
L23	S11°49'01"W	85.93'
L24	S2°41'04"E	116.14'
L25	S78°43'53"W	30.96'
L26	S4°56'54"W	47.89'
L27	S87°07'07"E	37.97'
L28	S43°33'21"E	31.88'
L29	N32°24'33"E	30.89'
L30	S51°36'16"E	49.47'
L31	S66°03'57"E	39.42'
L32	S78°22'36"E	54.80'
L33	N75°52'56"E	85.27'
L34	S39°18'46"E	53.36'
L35	S10°33'48"E	36.10'
L36	S74°17'07"E	61.07'
L37	S67°23'54"E	94.90'
L38	S78°16'48"W	123.52'
L39	S58°46'10"W	84.42'
L40	S5°41'47"W	84.42'
L41	S20°02'59"W	115.20'
L42	S14°35'27"E	117.86'
L43	S80°33'24"E	44.72'

LINE TABLE		
LINE #	BEARING	LENGTH
L44	S67°30'50"E	79.26'
L45	S37°30'44"E	46.97'
L46	S10°01'02"E	64.86'
L47	S10°00'09"W	29.32'
L48	S33°00'54"W	55.81'
L49	N65°06'51"W	46.87'
L50	S89°04'44"E	56.51'
L51	N12°21'04"W	55.56'
L52	N22°22'23"E	83.89'
L53	N22°29'54"E	88.42'
L54	N32°36'54"E	60.24'
L55	N39°03'20"E	297.50'
L56	N52°34'50"E	50.00'
L57	N19°10'06"E	194.76'
L58	N40°50'13"W	50.00'
L59	N39°53'11"W	71.56'
L60	S39°53'11"E	78.87'
L61	N67°20'41"E	96.19'
L62	N67°20'41"E	86.04'
L63	N32°53'11"W	57.04'
L64	N34°00'25"W	102.23'
L65	N40°36'55"E	132.92'
L66	N15°43'03"E	122.44'
L67	N15°43'03"E	122.44'
L68	N40°06'50"E	136.91'
L69	N13°15'41"E	73.46'
L70	N58°44'19"W	24.13'
L71	N58°44'19"W	24.13'
L72	N34°00'25"W	102.23'
L73	N39°53'11"W	64.87'
L74	N32°34'56"E	165.14'
L75	N32°34'56"E	215.19'
L76	N68°15'37"E	280.27'
L77	S42°13'20"E	15.84'
L78	S42°13'20"E	57.86'
L79	N68°15'37"E	281.93'
L80	N32°34'56"E	387.16'
L81	N11°49'01"E	115.53'
L82	N47°08'10"E	10.70'
L83	S41°08'10"E	11.22'
L84	S11°49'01"E	50.86'
L85	N33°50'20"E	28.11'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2025.00'	0750°31'	N69°54'11"E	29.56'
C2	276.00'	20°31'31"	N64°50'41"E	97.99'
C3	325.00'	27°03'37"	N61°54'31"E	152.07'
C4	25.00'	87°02'51"	S69°14'31"E	35.37'
C5	1374.56'	12°03'05"	S71°54'11"E	288.19'
C6	1560.00'	22°03'05"	S67°56'11"E	596.38'
C7	1560.00'	27°02'45"	N60°22'31"E	54.65'
C8	85.00'	14°35'11"	S85°15'31"W	22.17'
C9	1560.00'	14°28'39"	S77°05'46"E	44.23'
C10	60.00'	9°07'22"	S77°05'46"E	15.12'
C11	44.08'	9°07'22"	S77°05'46"E	63.96'
C12	139.17'	55°54'42"	S86°05'44"W	138.23'
C13	85.11'	39°04'31"	N81°06'49"W	57.85'
C14	36.87'	6°43'59"	N43°22'25"W	41.04'
C15	66.71'	3°04'08"	N44°57'56"E	35.43'
C16	330.00'	7°55'33"	S18°58'19"W	45.61'
C17	925.00'	22°36'53"	S32°50'43"E	378.55'
C18	1025.00'	87°02'52"	S53°06'13"W	143.85'
C19	15.00'	93°00'50"	N10°37'14"E	21.76'
C20	60.00'	28°32'51"	S41°06'45"W	64.00'
C21	15.00'	57°46'09"	S70°07'12"E	14.46'
C22	15.00'	8°46'09"	S77°04'12"E	19.83'
C23	1975.00'	17°55'46"	N69°14'31"E	43.61'
C24	2035.00'	17°05'46"	N69°14'31"E	47.68'
C25	15.00'	87°13'02"	S12°43'49"W	22.81'
C26	275.00'	11°32'06"	S41°39'15"E	53.27'
C27	925.00'	17°24'54"	N40°42'52"W	216.56'
C28	550.00'	5°03'20"	N37°28'45"W	48.51'
C29	15.00'	8°56'25"	S77°05'46"E	20.45'
C30	15.00'	8°56'25"	S22°08'16"W	22.50'
C31	550.00'	57°05'36"	N57°52'51"E	483.01'
C32	675.00'	14°50'54"	N38°14'06"E	174.44'
C33	15.00'	6°24'23"	S15°54'22"W	15.09'
C34	58.00'	100°36'09"	N38°30'16"E	92.40'
C35	15.00'	6°24'23"	S67°00'00"W	15.21'
C36	425.00'	14°38'36"	S23°02'27"W	108.32'
C37	325.00'	27°00'47"	N26°16'27"E	119.96'
C38	15.00'	77°05'09"	S33°05'14"E	19.25'
C39	60.00'	27°23'59"	S86°43'19"E	82.93'
C40	275.00'	33°50'37"	N32°38'22"E	160.99'
C41	475.00'	15°20'22"	S23°31'14"W	126.79'
C42	15.00'	53°07'07"	N42°44'02"E	13.90'
C43	58.00'	101°09'46"	S38°50'46"W	101.04'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C44	15.00'	53°07'07"	N72°31'56"E	13.42'
C45	625.00'	14°50'54"	N49°41'08"E	161.92'
C46	15.00'	80°00'00"	N13°44'19"W	21.21'
C47	300.00'	27°18'49"	S49°24'52"E	111.60'
C48	250.00'	27°18'49"	S49°24'52"E	82.46'
C49	15.00'	80°00'00"	N19°15'41"E	21.21'
C50	500.00'	62°16'06"	N12°22'25"W	528.27'
C51	875.00'	12°24'54"	N49°42'52"W	204.40'
C52	325.00'	11°22'58"	S41°39'15"E	63.32'
C53	15.00'	86°44'05"	N79°15'14"W	20.60'
C54	975.00'	87°17'37"	S33°14'45"W	141.07'
C55	15.00'	57°46'09"	N64°46'15"W	14.46'
C56	60.00'	82°40'29"	S32°10'05"E	79.26'

LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA
42	A	60.12'	50 FT
43	A	79.71'	50 FT
44	A	70.76'	50 FT
45	A	79.17'	50 FT
46	A	64.49'	50 FT
47	F	66.55'	50 FT
48	F	80.10'	50 FT
49	F	68.38'	50 FT
50	F	68.95'	50 FT
51	F	70.02'	50 FT
52	F	70.02'	50 FT
53	F	70.02'	50 FT
54	F	70.01'	50 FT
55	F	70.00'	50 FT
56	F	70.00'	50 FT
57	F	70.00'	50 FT
58	F	70.00'	50 FT
59	F	70.00'	50 FT
60	F	77.54'	50 FT
61	F	81.61'	50 FT
62	F	70.00'	50 FT
63	F	70.71'	50 FT
64	F	80.63'	50 FT
65	F	70.67'	50 FT
66	F	68.38'	50 FT
67	F	N/A	50 FT
68	F	N/A	50 FT
69	F	N/A	50 FT
70	F	N/A	50 FT
71	F	77.49'	50 FT
72	F	98.96'	50 FT
73	F	85.02'	50 FT
74	F	85.02'	50 FT
75	F	85.02'	50 FT
76	F	85.02'	50 FT
77	F	85.02'	50 FT
78	F	85.02'	50 FT
79	F	85.02'	50 FT
80	F	85.02'	50 FT
81	F	85.02'	50 FT
82	F	85.02'	50 FT
83	F	85.02'	50 FT
84	F	85.02'	50 FT
85	F	85.02'	50 FT
86	F	85.02'	50 FT
87	F	85.02'	50 FT
88	F	85.02'	50 FT
89	F	85.02'	50 FT
90	F	85.02'	50 FT
91	F	85.02'	50 FT
92	F	85.02'	50 FT
93	F	85.02'	50 FT
94	F	85.02'	50 FT
95	F	85.02'	50 FT
96	F	85.02'	50 FT
97	F	85.02'	50 FT
98	F	85.02'	50 FT
99	F	85.02'	50 FT
100	F	85.02'	50 FT

* LOT WIDTHS ARE MEASURED AT A 20' SETBACK FROM THE RIGHT OF WAY.

LOT SUMMARY

TOTAL NUMBER OF LOTS
1,086 ACRES / 47,265 SF

NUMBER OF LOTS >10 ACRES
2

NUMBER OF LOTS >5 ACRES <10 ACRES
1

NUMBER OF LOTS >1 ACRES <5 ACRES
0

NUMBER OF LOTS <1 ACRE
72

NUMBER OF 70' SINGLE FAMILY LOTS (6000 MIN SF)
72

PAPE-DAWSON
ENGINEERS

SAW ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #100288003

DATE OF PREPARATION: October 17, 2022

REBECCA ANN CARROLL
LICENSED PROFESSIONAL ENGINEER NO. 92666
PAPE-DAWSON ENGINEERS, INC.
TEXAS ENGINEERING FIRM #470
2000 NW LOOP 410
SAN ANTONIO, TX 78213

PLANNING & ZONING CHAIRPERSON

IRREVOCABLE LETTER OF CREDIT

Borrower: HM 6 Creeks Development, Inc
2901 Bee Caves Rd Ste. F
Austin, TX 78746

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20234033

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-16-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighteen Thousand Five Hundred Twenty & 06/100 Dollars (\$18,520.06) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234033 DATED 03-16-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)


Loan No: 20234033

Page 2

Dated: March 16, 2023

LENDER:

AMERICAN BANK OF COMMERCE

By: 
Chris Crowley, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$48,344.00 (Irrevocable Letter of Credit No. 20234030) for the 6 Creeks, Phase 1, Section 12, Final plat. **SHELL/BORCHERDING**

Summary

The final plat for 6 Creeks, Phase 1, Section 12 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

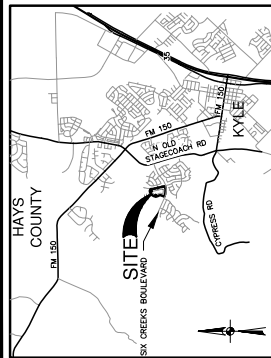
Attachments

Plat

Letter of Credit

FINAL PLAT
OF
6 CREEKS-PHASE 1 SECTION 12

A TOTAL OF 19.119 ACRES, CONSISTING OF A 19.119 ACRE TRACT COMPRISED OF A PORTION OF THE 249.051 ACRE TRACT DESCRIBED IN DOCUMENT NO. 20042658 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRAS ¼ LEAGUE SURVEY NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.



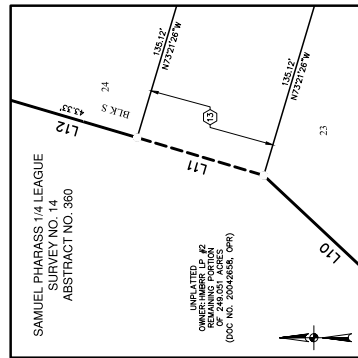
LOCATION MAP

NOT-TO-SCALE

- | LEGEND | |
|------------|---|
| BAK | ECCO INJURY NUMBER |
| DOC | FEDERAL EMERGENCY |
| FMA | MANAGEMENT AGENCY |
| OPR | OPERATION |
| ROW | RIGHT-OF-WAY |
| VAR | VARIABLE |
| (SURVEYOR) | FOUND 1/2" IRON ROD (PD UNLESS NOTED OTHERWISE) |
| 1 | SET 1/2" IRON ROD (PD) CENTERLINE |
| 2 | FEA 100' R/W FLOORPLAIN |
| 3 | FEA 100' R/W DRAINAGE EASEMENT |
| 4 | 15' WATER EASEMENT |
| 5 | VAR W/TH WATER EASEMENT |
| 6 | 8' SIDEWALK EASEMENT |
| 7 | 20' SIDEWALK EASEMENT |
| 8 | 15' DRAINAGE EASEMENT |
| 9 | 16' ACCESS EASEMENT |
| 10 | 15' SEWER EASEMENT |
| 11 | VAR W/TH DRAINAGE EASEMENT |
| 12 | 10' WATER EASEMENT |
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SAMUEL PHARASS 1/4 LEA
SURVEY NO. 14
ABSTRACT NO. 360

EL PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360



DETAIL "B"

NOT TO SCALE

STREET NAME	STREET CLASSIFICATION	STREET LENGTH	ROW WIDTH
PRICKLY POPPY LOOP	RESIDENTIAL LANE	2426.24'	50.00'
BLANCO FLATS RUIN	RESIDENTIAL LANE	175.23'	50.00'



TYPICAL LOT EASEMENTS

100

NO-TWO-SCALE
FIFTEEN (15) FOOT MUNICIPAL UTILITY
EASEMENT IS HEREBY DEDICATED
ADJACENT TO ALL STREET ROW.

A FIVE (5) FOOT MUNICIPAL UTILITY
EASEMENT IS HEREBY DEDICATED
ALONG ALL SIDE LOTS WITHIN THE
SINGLE FAMILY LOT.

TEN (10) FOOT MUNICIPAL UTILITY
EASEMENT IS HEREBY DEDICATED
ALONG ALL REAR LOT LINES WITHIN
THE SINGLE FAMILY LOT.

REFERENCE DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
KYLE AND THE PROPERTY OWNER
(INSTRUMENT #171018505) AND
SUBSEQUENT AMENDMENTS) FOR
REQUIRED BUILDING SETBACKS.

SHEET 1 OF 4

OWNER: HMBR IP #2
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 481-0033 P
(512) 481-0535 F

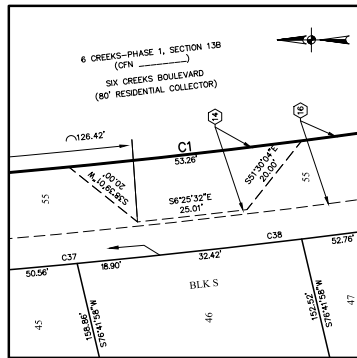
ACREAGE: 19.119 ACRES

SURVEY: SAMUEL PHARRISS 1/4 LEAGUE
SURVEY NO. 13
ABSTRACT 360

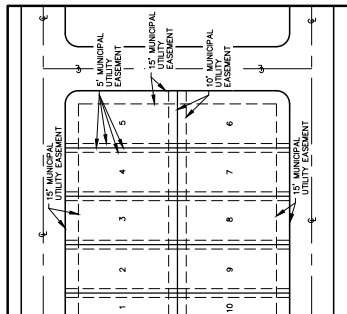
PROPOSED RESIDENTIAL LOTS: 83
PROPOSED OPEN SPACE LOTS: 2

DATE: June 9, 2022

ENGINEER & SURVEYOR:
PAPELDAWKSON ENGINEERS, INC.
1000 N. LOOP 410
SAN ANTONIO, TX 78213
(210) 375-9000 P



DETAIL "A"



FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 12

A TOTAL OF 19.119 ACRES, CONSISTING OF A 19.19 ACRE TRACT
COMPRISED OF A PORTION OF THE 249.05 ACRE TRACT DESCRIBED IN
CIVIL JOB NO. 8141-37, SURVEY JOB NO. 8141-08
IN HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRS & LEAGUE SURVEY NO. 14,
ABSTRACT 360, HAYS COUNTY, TEXAS.

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	1740.00'	1720.48'	S73°43'36"E	347.62'
C2	15.00'	90°00'00"	N37°41'48"E	21.21'
C3	15.00'	90°00'00"	N58°18'00"W	21.21'
C4	15.00'	103°21'17"	N85°01'54"W	45.92'
C5	250.00'	103°21'17"	N85°01'54"W	45.92'
C6	72.00'	92°59'50"	N32°11'33"E	104.44'
C7	1440.00'	121°27'	N82°21'31"E	34.11'
C8	1440.00'	22°04'10"	S72°31'39"E	556.97'
C9	1261.43'	9°04'04"	S19°44'33"E	199.43'
C10	350.00'	22°27'23"	S19°44'33"E	15.00'
C11	55.00'	20°02'50"	N69°11'47"W	107.86'
C12	15.00'	90°00'00"	S14°16'26"W	13.89'
C13	15.00'	90°00'00"	S68°18'00"E	21.21'
C14	300.00'	84°02'37"	N87°53'19"E	46.37'
C15	15.00'	44°04'58"	S28°01'00"E	11.91'
C16	250.00'	21°16'13"	S83°59'33"E	118.96'
C17	15.00'	48°49'21"	N07°22'59"W	12.40'
C18	15.00'	52°09'00"	S79°04'54"W	13.89'
C19	55.00'	20°07'01"	S28°21'58"E	106.28'
C20	15.00'	55°09'00"	N44°13'04"E	13.89'
C21	275.00'	44°21'44"	N53°21'16"W	207.64'
C22	350.00'	98°42'06"	S27°33'53"W	531.01'
C23	15.00'	51°12'39"	N45°22'12"E	12.97'
C24	25.00'	95°48'45"	N61°11'25"W	37.09'
C25	300.00'	98°38'22"	S27°36'01"W	450.01'
C26	25.00'	90°00'00"	S28°21'58"E	35.36'
C27	275.00'	21°16'13"	S83°59'33"E	101.51'
C28	25.00'	90°00'00"	N40°22'31"E	35.36'
C29	2065.00'	8°40'23"	N85°53'51"W	37.81'
C30	2065.00'	52°49'52"	S24°49'52"E	28.90'
C31	2065.00'	7°46'30"	S4°39'00"E	100.00'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C32	2065.00'	7°16'57"	S39°39'37"E	262.20'
C33	1406.96'	1°17'58"	S84°47'23"E	31.70'
C34	1440.99'	0°26'12"	S84°47'23"E	11.02'
C35	1440.99'	1°58'00"	S77°54'02"E	48.77'
C36	1336.43'	34°33'08"	S75°27'13"E	80.23'

LINE TABLE			
LINE #	BEARING	LENGTH	
L1	S56°15'02"E	84.11'	
L2	S13°18'02"E	50.00'	
L3	S13°18'02"E	293.81'	
L4	S2°45'46"E	49.39'	
L5	S13°53'54"E	59.16'	
L6	S13°18'02"E	26.84'	
L7	S85°19'19"E	5.88'	
L8	N16°38'34"E	61.44'	
L9	S8°42'03"W	71.09'	
L10	S43°09'26"W	55.88'	
L11	N16°38'34"E	15.00'	

FINAL PLAT
OF

6 CREEKS-PHASE 1, SECTION 12

A TOTAL OF 19.119 ACRES, CONSISTING OF A 19.119 ACRE TRACT
COMPRISED OF A PORTION OF THE 249.051 ACRE TRACT DESCRIBED IN
CIVIL JOB NO. 8141-37, SURVEY NO. 14, HAYS COUNTY, TEXAS,
ABSTRACT 360, HAYS COUNTY, TEXAS.



PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2005 RW LOOP 439 | SAN ANTONIO, TX 78213 | 210.375.5800
TEXAS ENGINEERING FIRM #7511 TEXAS SURVEYING FIRM #10208900

DATE OF PREPARATION: July 12, 2022

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE. NO PORTION OF THIS PLAT FALLS WITHIN THE BOUNDARY OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48290C0270F, EFFECTIVE DATE OF 01/01/2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS SHALL BE CONSTRUCTED WITH A MINIMUM 12' RIGHT-OF-WAY, 10' CURB AND GUTTER, UNLESS FOOTAGE OF STREET IMPROVEMENTS IS 3508.1 FT.
7. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
8. ALL STREETS SHALL BE 40' WIDE, 4' HIGH, 4" DEEP, 4" AGGREGATE, 4" ASPHALT PAVED, AND MAINTAINED BY THE COUNTY.
9. ALL STREETS TO BE PUBLIC, PAVED AND MAINTAINED BY THE COUNTY.
10. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
11. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE EASEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
12. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE PUBLIC SHALL BE CONSTRUCTED AND MAINTAINED BY THE COUNTY.
13. THIS SUBDIVISION IS WITHIN THE CITY OF KYLE, TEXAS.
14. THE CITY OF KYLE, TEXAS, HAS ADEQUATE UTILITY CAPACITY TO SERVE THIS DEVELOPMENT.
15. ELECTRICITY IS PROVIDED BY PERDIENALES ELECTRIC COMPANY. (888) 554-4732
16. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
17. WASTEWATER IS PROVIDED BY THE CITY OF KYLE, TEXAS. (512) 282-3960 (SEE NOTE ABOVE).
18. WASTE GAS IS PROVIDED BY THE CITY OF KYLE, TEXAS. (512) 282-3960
19. INTERNET PHONE IS PROVIDED BY SPECTRUM. (855) 855-4575
20. TRASH IS PROVIDED BY TEXAS DISPOSAL SYSTEMS. (800) 375-8375
21. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES SHALL HAVE A SEPARATE LIGHT STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES SHALL HAVE A SEPARATE LIGHT STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
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FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 12

A TOTAL OF 19.119 ACRES, CONSISTING OF A 19.119 ACRE TRACT
COMPRISED OF A PORTION OF THE 249.051 ACRE TRACT DESCRIBED IN
CITY OF AUSTIN, TEXAS, IN THE SAMUEL PHARASS & LEAGUE SURVEY NO. 14,
COUNTY, TEXAS, IN THE SAMUEL PHARASS & LEAGUE SURVEY NO. 14,
ABSTRACT 360, HAYS COUNTY, TEXAS.

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRLP #2, A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED
TO IT BY DEED DATED FEBRUARY 20, 2020, RECORDED IN DOCUMENT 20042658, AND DEED DATED SEPTEMBER
25, 2020 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 249.051 ACRES
OF LAND OUT OF THE SAMUEL PHARASS 14 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 12

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS
SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS
SHOWN HEREON.

HMBRLP #2
BY: JAY HANNA
VICE PRESIDENT
1011 N. LAMAR, SUITE 100
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND
AFTER HEARING THE READINGS THEREOF, HE HAS DECLARED THAT HE KNOWS THE CONTENTS
THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID
CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D.
20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY
CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE
PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS
ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
PAPER-DAWSON ENGINEERS, INC.
1700 NW LOOP 410
2000 NW LOOP 410
SAN ANTONIO, TX 78213

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT
PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

TREBECCA ANN CARROLL _____ DATE _____
REGISTERED PROFESSIONAL ENGINEER NO. 90666
PAPER-DAWSON ENGINEERS, INC.
1700 NW LOOP 410
2000 NW LOOP 410
SAN ANTONIO, TX 78213



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL
WATER SUPPLY SYSTEM. THE SUBDIVISION IS NOT TO BE OCCUPIED UNTIL A WATER SUPPLY
SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED
BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY.
RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE
WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO A WATER SUPPLY SYSTEM. THE SUBDIVISION IS NOT TO BE OCCUPIED UNTIL A WATER SUPPLY
APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR
OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY
DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GASBEEK, E.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS, CITY OF KYLE

REVIEWED BY:

CITY ENGINEER, CITY OF KYLE

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY
THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE
PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS
INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION
REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT, BEING, WITH ITS CERTIFICATE OF IDENTIFICATION, FILED FOR RECORD IN THE PUBLIC
ON THE _____ DAY OF _____, A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDED ON
HAYS COUNTY, TEXAS IN INSTRUMENT # _____, A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDED ON
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF
_____, 20____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY
OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, 20____.

PLANNING & ZONING CHAIRPERSON

IRREVOCABLE LETTER OF CREDIT

Borrower: HM 6 Creeks Development, Inc.
2901 Bee Caves Rd Ste. F
Austin, TX 78746

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20234030

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-08-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Forty-eight Thousand Three Hundred Forty-four & 00/100 Dollars (\$48,344.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234030 DATED 03-08-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 20234030

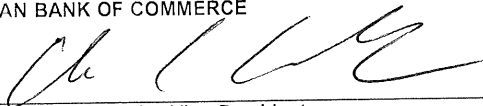
Page 2

Dated: March 8, 2023

LENDER:

AMERICAN BANK OF COMMERCE

By:


Chris Crowley, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$1,391,488.75 (Bond No 024267012) for the Waterstone, Phase 1-A, Final plat. **INGALSBE/BORCHERDING**

Summary

The final plat for Waterstone, Phase 1-A has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat

Bond

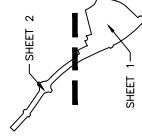
C.R. 158
(VARIABLE
WIDTH R.O.W.)

CALLED 303.50 AC.
 DRP TX 3, LLC
 DOC. NO. 22030063
 O.P.R.H.C.T.

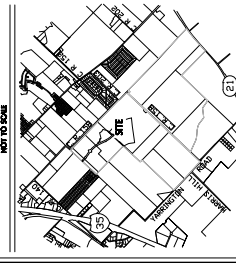
CALLED 231.12 AC.
 DRP TX 3, LLC
 DOC.NO. 22030063
 O.P.R.H.C.T.

REFERENCE: TIE TO CITY
OF SAN MARCOS GPS
MONUMENT #10
GRID: N=13,444,162.95'

INDEX MAP



VICINITY MAP



0 50 100 150 200

GRAPHIC SCALE: 1" = 100'

UTILITY:
WATER/WASTEWATER:
KYLE WATER/WASTEWATER UTILITY

ELECTRIC:
PEDERNALES ELECTRIC UTILITY

GAS: CENTERPOINT ENERGY

TELEPHONE/CABLE:
CENTURY LINK TELEPHONE
TIME WARNER CABLE

EMERGENCY SERVICES:
HAYS COUNTY ESD#5

SCHOOL DISTRICT:
SAN MARCOS CONSOLIDATED ISD

CALLED 46.03 AC.
 DRP TX 3, LLC
 DOC. NO. 22030063
 O.P.R.H.C.T.

UTILITY:
WATER/WASTEWATER:
KYLE WATER/WASTEWATER UTILITY

ELECTRIC:
PEDERNALES ELECTRIC UTILITY

GAS: CENTERPOINT ENERGY

TELEPHONE/CABLE:
CENTURY LINK TELEPHONE
TIME WARNER CABLE

EMERGENCY SERVICES:
HAYS COUNTY ESD#5

SCHOOL DISTRICT:
SAN MARCOS CONSOLIDATED ISD

SURVEYORS' NOTES:
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 42004
 AND 83 (2011). EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE
 CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000081. UNITS:
 IS SURVEY FEET.
 THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE
 NOTED FOR INFORMATIONAL PURPOSES ONLY.
 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL
 RIGHTS. IT DOES NOT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAND
 MINERAL RIGHTS.

DA DOUCET & ASSOCIATES
Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengr.com
TBPES Firm No.: 10105800
TBPES Firm No. J-3937

**WATERSTONE PHASE 1-A PLAT
HAYS COUNTY, TEXAS**

X:\Departments\Geospatial\Projects\913-004\Waterstone\CAO\dwg\Working\plot\913-004 Phase 1-A Plot - srf.dwg

BOND #: 024267012

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd.
as **Principal** and Liberty Mutual Insurance Company

a Corporation of the State of Massachusetts, authorized to write Surety Bonds in the State of Texas,
as **Surety**, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of: _____

One million three hundred ninety one thousand four hundred eighty eight and 75/

Cents) _____ Lawful money of the United States of America, for which payment well and truly to be
made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the **Principal** to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal
Estimate in connection with the Waterstone 1A - Backbone

We understand and agree that the only requirement necessary for drawing any part or all the total
amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or
designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No
further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to
the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the
improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void;
otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 16th day of March, 20 23

PRINCIPAL: Lennar Homes of Texas Land and Construction, Ltd., a
Texas limited partnership By: U.S. Home, LLC, a
Delaware limited liability company, its General Partner

SURETY: Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

By: Jenna Bal

Name and Title: KENNETH BARON
AUTHORIZED AGENT

By: Mary Ann Garcia

Name and Title: Mary Ann Garcia

Attorney-in-Fact

NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Mary Ann Garcia - Marsh USA LLC

2929 Allen Parkway, Suite 2500

Houston, Texas 77019

Email: mary.ann.garcia@marsh.com



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Ann Garcia

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #0699738 in the amount of \$806,832.65, acceptance of the 2-year maintenance bond #PB03016800803M in the amount of \$177,475.03, and acceptance of the 1-year revegetation bond #PB03016800932 in the amount of \$65,413.40 for Crosswinds subd., Phase 4A. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Accept construction backup (Crosswinds, 4A)

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

March 23, 2023

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

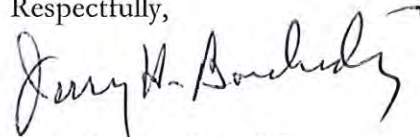
RE: Crosswinds, Phase 4A

Dear Commissioners and Judge:

Quynn Dusek, P.E. with Carlson, Brigrance and Doering, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Crosswinds, Phase 4A, release the subdivision bond #0699738 in the amount of \$806,832.65, accept the 2-year maintenance bond #PB03016800803M in the amount of \$177,475.03, and accept the 1-year revegetation bond #PB03016800932 in the amount of \$65,413.40. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND
ENGINEERING RELEASE**

Date: December 21, 2022

Project Name: **Crosswinds Phase 4A**

Address: Intersection of Bay Breeze Drive and Crosswinds Parkway

Hays County

CBD No. 5333

On this day, December 21, 2022, the undersigned professional engineer, or representative, made a final visual inspection of the above referenced project. The site was visited during construction and site grading, drainage structures, water, and wastewater were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, storm sewers, inlets, outlet structures, manholes, water, wastewater, pond and similar construction items.

Sincerely,

Carlson, Brigance and Doering, Inc. (F-3791)

12/21/2022

QUYNN DUSEK, P.E.
PROJECT MANAGER



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800803M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, TX as Obligee, in the penal sum of One Hundred Seventy Seven Thousand Four Hundred Seventy Five and 03/100 (\$177,475.03) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with PHAU - CW4A, LLC for Crosswinds Subdivision PH4A Street & Drainage Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 7th day of November, 2022.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



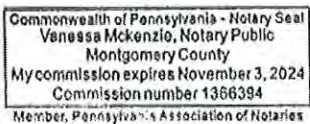
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of November, 2022.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800932

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of Sixty Five Thousand Four Hundred Thirteen and 40/100 (\$65,413.40) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – Crosswinds Subdivision Ph 4A Revegetation

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 1st day of December, 2022.

DNT Construction, LLC

Principal

By: 

Philadelphia Indemnity Insurance Company

Surety

By: 

Rosemarie Lopez,

Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

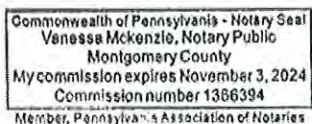


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of December, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept surety for street and drainage improvements in the amount of \$2,576,049.56 (Bond No 9426154) for the Waterstone, Unit A, Final plat. **INGALSBE/BORCHERDING**

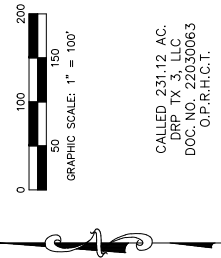
Summary

The final plat for Waterstone, Unit A has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff.

While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat
Bond

WILLIAM HEMPHILL SURVEY
ABSTRACT NO. 221

PUBLIC UTILITY EASEMENT TO LASALLE
MUNICIPAL UTILITY DISTRICT NO. 1,—
DOCUMENT 19037217, O.P.R.H.C.T

MERITAGE HOMES OF TEXAS, LLC.
AN ARIZONA LIMITED LIABILITY COMPANY
CALLED 47-544 AC.
DOC 1806712
O.P.R.H.C.T.

0.265 ACRES
ADDITIONAL R.O.W.
HEREBY DEDICATED

15.00' 40.77' 33.40' 480.02' N75°49'19"E (R.O.W.)

(54' R.O.W.)

CALL 231.12 AC.
DRP TX 3, LLC
DOC. NO. 22030063
O P R C T

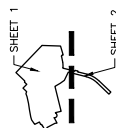
REFERENCE TIE TO CITY OF SAN
MARCOS GPS MONUMENT #10
GRID N=13,888,162.95'
GRID E=2,320,954.59'

CALLED 303.50 AC.
 DRP TX 3, LLC
 DOC. NO. 22030063
 O.P.R.H.C.T.

LEGEND

- | PHASE | BOUNDARY | ADJOINER | PROPERTY LINE |
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INDEX MAP



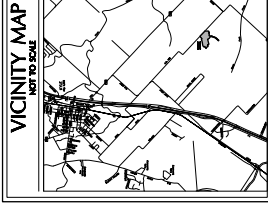
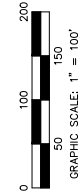
SURVEYORS' NOTES:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE
NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE
VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT
FACTOR OF 1.000081. UNITS: US SURVEY FEET.
THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND
ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.
THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE
MINERAL RIGHTS; NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING

FINAL PLAT
WATERSTONE
UNIT A

HAYS COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
4401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-
0000
www.doucetengineers.com
DBEELS Firm #10105800 / TBPE Firm #3937

\\Decorments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plot\913-004_Ult2 A Plot - srl.dwg



MATCHLINE SHEET 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S70°51'41"E	17.29'
L2	S77°52'52"W	119.55'
L3	S124°45'25"W	54.00'
L4	S46°17'25"E	109.01'
L5	N43°53'58"E	60.00'
L6	N120°07'06"W	19.55'
L7	N29°47'47"W	124.63'
L8	N14°10'41"W	119.30'
L9	S62°07'41"W	120.00'
L10	N11°29'37"W	41.69'
L11	N27°52'19"W	185.00'
L12	S60°39'56"W	78.81'
L13	N29°20'02"W	60.00'
L14	N62°07'41"E	54.00'
L15	N59°27'39"E	108.77'
L16	N75°23'03"E	79.11'
L17	N60°38'38"E	182.67'
L18	N79°08'50"E	102.67'
L19	N75°49'19"E	168.00'
L20	N62°00'17"E	13.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S70°51'41"E	46.50'
L22	N43°42'35"E	100.63'
L23	S46°17'25"E	109.01'
L24	N43°53'58"E	60.00'
L25	N120°07'06"W	19.55'
L26	S89°52'10"E	50.30'
L27	S57°14'59"E	46.62'
L28	S14°10'41"E	20.00'
L29	N43°49'25"E	14.88'
L30	N43°49'25"E	14.81'
L31	N75°49'19"E	57.00'
L32	N46°10'35"W	69.88'
L33	S44°14'13"W	47.27'

CALLED 231.12 AC.
DRP TX 3, LLC
DOC NO. 22030063
O.P.R.H.C.T.

CALLED 303.50 AC.
DRP TX 3, LLC
DOC NO. 22030063
O.P.R.H.C.T.

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C1	31.13'	20.00'	89°10'19"
C2	108.99'	327.00'	19°05'49"
C3	21.72'	15.00'	82°56'45"
C4	24.37'	15.00'	92°51'54"
C5	24.00'	15.01'	91°37'28"
C6	272.65'	527.00'	20°36'35"
C7	244.71'	473.00'	29°35'35"
C8	14.20'	25.00'	32°32'24"
C9	141.02'	50.00'	161°35'44"
C10	29.72'	1030.00'	1°39'12"
C11	31.48'	20.00'	90°11'28"
C12	31.38'	20.00'	89°53'10"
C13	31.36'	20.00'	89°50'58"
C14	195.29'	330.00'	3°54'29"
C15	31.45'	20.00'	90°05'29"
C16	204.30'	624.00'	19°43'33"
C17	22.43'	15.00'	89°41'08"
C18	376.77'	273.00'	79°04'30"
C19	31.42'	20.00'	90°00'00"
C20	17.85'	262.40'	3°53'55"
C21	159.78'	270.00'	3°54'29"
C22	21.72'	15.00'	82°56'45"
C23	261.79'	327.00'	4°52'11"
C24	22.72'	15.00'	86°46'36"
C25	61.45'	624.00'	5°38'33"

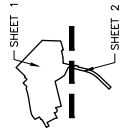
CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C26	5.92'	25.00'	13°53'56"
C27	6.15'	50.00'	70°25'54"
C28	20.01'	25.00'	49°51'04"
C29	31.16'	20.00'	89°16'24"
C30	28.51'	970.00'	141°10'24"
C31	29.56'	20.00'	84°40'19"
C32	150.39'	1030.00'	82°15'56"
C33	132.10'	970.00'	74°81'17"
C34	33.47'	20.00'	95°53'27"
C35	30.63'	23.00'	76°18'22"
C36	150.79'	270.00'	31°59'54"
C37	184.30'	330.00'	4°59'49'22"E
C38	31.46'	20.00'	90°06'50"
C39	31.47'	20.00'	90°09'02"
C40	245.73'	440.00'	31°59'54"
C41	256.90'	460.00'	31°59'54"
C42	31.38'	20.00'	89°53'38"
C43	317.90'	570.00'	31°57'17"
C44	31.42'	20.00'	90°00'00"
C45	31.42'	20.00'	90°00'00"
C46	7.85'	5.00'	90°00'00"
C47	7.85'	5.00'	90°00'00"
C48	7.84'	5.00'	89°50'58"
C49	7.87'	5.00'	90°09'02"

LEGEND

- PHASE BOUNDARY
- ADJOINER PROPERTY LINE
- BUILDING SETBACK LINE - PUE
- 1/2" IRON ROD FOUND
- (UNLESS NOTED) ALL DIMENSIONS ARE IN FEET AND INCHES
- CAD STAMPED "DOUCET"
- D.E. DRAINAGE EASEMENT
- O.S. OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- W.E. WASTEWATER EASEMENT
- WOL WOOD LOT
- PAGE
- PG. DOCUMENT NUMBER
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- P.R.H.C.T. HAYS COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- HAYS COUNTY, TEXAS
- ACRES
- AC.

CALLED 231.12 AC.
DRP TX 3, LLC
DOC NO. 22030063
O.P.R.H.C.T.

INDEX MAP



SURVEYORS' NOTES:
COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204] NAD83 (2011), EPOCH 2010.
DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE FOLLOWING COMBINED SCALE FACTOR-1.00009766.
THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.
THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

FINAL PLAT WATERSTONE UNIT A

HAYS COUNTY, TEXAS



7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPEL Firm #10105800 / TBPE Firm #3937

Date: 3-20-2023
Scale: 1"=100'
Drawn by: SJP
Reviewed: JB
Project: 913-004
Sheet: 1 of 3
Field Book: --
Party Chntr: --
Survey Date: --

BOND #: 9426154

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd.
as **Principal** and Fidelity and Deposit Company of Maryland

a Corporation of the State of Illinois, authorized to write Surety Bonds in the State of Texas,
as **Surety**, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of: _____

Two million five hundred seventy six thousand forty nine and 56/

Cents) _____ Lawful money of the United States of America, for which payment well and truly to be
made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the **Principal** to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal
Estimate in connection with the Waterstone Unit A

We understand and agree that the only requirement necessary for drawing any part or all the total
amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or
designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No
further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to
the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the
improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void;
otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 16th day of March, 20 23

PRINCIPAL: Lennar Homes of Texas Land and Construction, Ltd., a SURETY: Fidelity and Deposit Company of Maryland
Texas limited partnership By: U.S. Home, LLC, a
Delaware limited liability company, its General Partner

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

By: _____

Name and Title: _____

By: Mary Ann Garcia

Name and Title: Mary Ann Garcia

Attorney-in-Fact

NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Mary Ann Garcia - Marsh USA LLC

2929 Allen Parkway, Suite 2500

Houston, Texas 77019

Email: mary ann.garcia@marsh.com

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mary Ann Garcia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of March, 2023.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

ORIGIN ID: EXA (800) 999-9999
MARY ANN GARCIA

SHIP DATE: 23MAR23
ACTWGT: 0.50 LB
CAD: 3222436/NET4580

500 DALLAS STREET
STE 1500
HOUSTON, TX 77002
UNITED STATES US

BILL SENDER

TO ALLY BENOIT

LENNAR HOMES OF TEXAS LAND & CONST
13620 FM N 620 BLDG B
SUITE 150

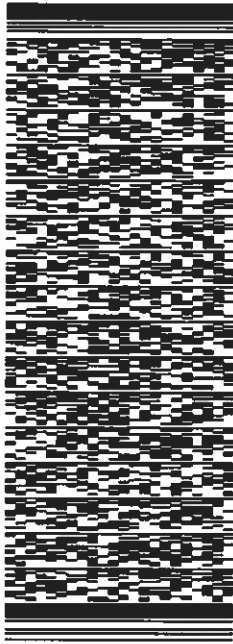
AUSTIN TX 78717

(469) 583-9989

REF: US1424-SURETY NSC-COST CENTER

PO: US001-MARSHUSAN INC

DEPT 747252



J221822811101uv

TRK# 7716 4263 0806
0201

FRI - 24 MAR 4:30P
STANDARD OVERNIGHT

A8 BSMA

78717
TX-US AUS



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2165-PC; Call for a Public Hearing on April 11, 2023, followed by discussion and possible action regarding the Replat of Hays City Estates, Lot 9. **SMITH/MACHACEK**

Summary

Hays City Estates is a recorded subdivision located along FM 150 in Kyle and within the Precinct 4 boundary.

The proposed replat will create two lots across 21.00 acres by dividing Lot 9 and absorbing additional raw acreage across two adjacent tracts.

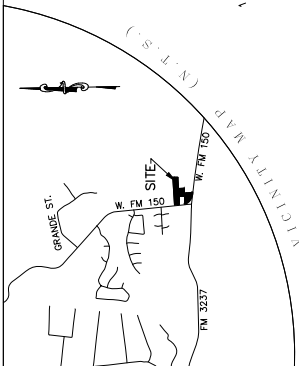
Water utility will be achieved through individual private wells and/or rainwater collection. Wastewater utility will be achieved by individual on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter



STANDARD EASEMENT NOTES:

- 1.) PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT-OF-WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES.
- 2.) PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE RIGHT-OF-WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT SHALL BE GRANTED ALONG ALL RIGHT-OF-WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
- 3.) ALL EXISTING OVERHEAD LINES SHALL POSSESS A 15' UTILITY EASEMENT. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
- 4.) EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- 5.) ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS) METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- 6.) 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 ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

PLAT NOTES:

1. ALL PREVIOUS EASEMENTS AND RESTRICTIONS PERTAINING TO THIS PROPERTY ARE STILL IN EFFECT.
2. THE PURPOSE OF THIS PLAT IS TO SPLIT 3 LOTS INTO 2 LOTS FOR CONVEYANCE.
3. ACCESS TO RM 3237 OR FM 150 FROM THIS SUBDIVISION REQUIRES A PERMIT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION.

MAIL BOX NOTE: MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY SHALL BE APPROVED BY THE TEXAS DEPARTMENT OF TRANSPORTATION OR FEDERAL HIGHWAY ADMINISTRATION DESIGN, PER HAYS COUNTY, DEVELOPMENT REGULATION, CHAPTER 721, SUBCHAPTER 2.01.

FLOOD AREA NOTE: ACCORDING TO MAP NO. 48209C0265F, DATED SEPTEMBER 2, 2008 (HAYS COUNTY) OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE ENTIRE SURVEYED AREA IS IN AN "X" AREA OF MINIMAL FLOOD HAZARD. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. GREATER FLOODS CAN AND WILL OCCUR AND THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING FLOOD INSURANCE. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

GENERAL NOTES:

1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983.

O'NEAL SURVEYING CO.

205 WINDCO CIR., STE. 100
WYILE, TX 75098
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM

PROJECT ID: PLN-XXXX-XX

STEVE & BRENDA WILLIAMS
CALLED: 12 AC.
VOL. 3280, PG. 479
D.R.H.C.T.

LOT 1
9.880 AC.
(430,356 SQ. FT.)

DEAN L. & MARIA
CHRISTINE BLACKMOR
CALLED: 4.00 AC.
INST. PG. 1997459
O.P.R.H.C.T.

JESUSA PEREZ SURVEY
ABSTRACT NO. 363

LOT 1

Lot Summary Table			
Lot No.	Usage	Area	
1	Commercial	9.880 ac.	
2	Commercial	11.120 ac.	

Line #	Direction	Length
L1	N82°55'15"W	137.17'
L2	N05°44'06"W	305.87'

LEGEND
(CM)
○ CONTROLLING MONUMENT
● 1/2" IRON ROD SET WITH CAP
○ MONUMENT FOUND AS NOTED
— BOUNDARY LINE
— ADJONER/R.O.W. LINE

O.P.R.H.C.T.
P.R.H.C.T.
D.R.H.C.T.
R.O.W.

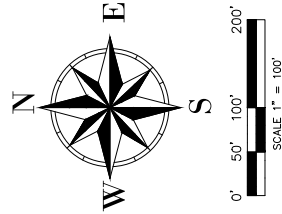
OWNER
TRAVIS & VICTORIA COX
8940 F.M. 150
DRIFTWOOD, TX 78619

SURVEYOR

O'NEAL SURVEYING CO.
205 WINDCO CIR., STE. 100
WYILE, TX 75098
TBPLS FIRM NO. 10194132

FINAL PLAT
HAYS CITY HOLDINGS
LOT 1 & LOT 2
21,000 ACRES / 914,743 SQUARE FEET
JESUSA PEREZ SURVEY - ABSTRACT NUMBER 363
HAYS COUNTY, TEXAS

SCALE: 1" = 100' NOVEMBER, 2022 SHEET 1 OF 2



STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THAT, TRAVIS AND VICTORIA COX, OWNER OF THREE SEPARATE TRACTS OF LAND, BEING ALL OF THE 12.00 ACRES AS DESCRIBED IN VOLUME 4572, PAGE 799, DEED RECORDS, HAYS COUNTY, TEXAS, ALL OF THE 4.00 ACRES AS DESCRIBED IN VOLUME 4536, PAGE 854, DEED RECORDS, HAYS COUNTY, TEXAS, AND THE SUBDIVISION LOCATED IN CHAPTER 706, SUBCHAPTER 4.01, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 21.000 ACRES, IN ACCORDANCE WITH THE MAP OR PLAN SHOWN HEREON TO BE KNOWN AS:

HAYS CITY HOLDINGS

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2022 A.D.

TRAVIS COX _____
8940 F.M. 150
DRIFTWOOD, TX 78619

VICTORIA COX _____
8940 F.M. 150
DRIFTWOOD, TX 78619

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TRAVIS COX KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022 A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS
STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED VICTORIA COX KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022 A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS
EMERGENCY SERVICES
HAYS COUNTY, EMERGENCY SERVICES DISTRICT 5

E.T.J. NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES, CORPORATE CITY LIMITS, OR EXTRA TERRITORIAL JURISDICTION.

EDWARDS AQUIFER NOTE

THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR THE EDWARDS AQUIFER CONTRIBUTING ZONE

PLAT INFORMATION

TOTAL AREA: 21.000 ACRES
TOTAL NUMBER OF LOTS: 2
NUMBER OF LOTS OVER 10 ACRES: 1
NUMBER OF LOTS 5 - 10 ACRES: 1
NUMBER OF LOTS 2 - 5 ACRES: 0
NUMBER OF LOTS 1 - 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

UTILITY INFORMATION

WATER: INDIVIDUAL HOUSEHOLD WATER MAINS
SEWER: INDIVIDUAL HOUSEHOLD SEWER MAINS
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
FRONTIER

A 20' UTILITY EASEMENT WILL BE RESERVED ALONG ALL STREETS AND 10' WIDE UTILITY EASEMENT WILL BE RESERVED ALONG EITHER SIDE OF SIDE LOT LINES

SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48209C0265F, DATED SEPTEMBER 2, 2005 (HAYS COUNTY) OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS; GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

Driveway Permit Note

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (b) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations."

Culvert Note

"All culverts, when required, shall comply with the current Hays County Standard, per Hays County Development Regulations, Chapter 705, Subchapter 4.01."

Mailbox Note

"All Mailboxes located in the right-of-way shall be of an approved TxDOT or FHWA approved design, per Hays County Development Regulations, Chapter 721, Subchapter 2.01."



O'NEAL SURVEYING CO.

205 WINDCO CIR., STE. 100
WYLE, TX 75098
(903) 708-2891
TBPLS FIRM # 10194132
WWW.DNEALSURVEYING.COM

Hays County Development Services Approval Block:

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Marissa Padeco
Director
Hays County Development Services

Eric Van Gashbeck, R.S., C.E.M.
Hays County Floodplain Administrator

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Caudemus, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and that order has been duly entered in the minutes of the said court Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.

Elaine H. Caudemus
County Clerk
Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Caudemus, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20____, at _____ o'clock _____, in the plat records of Hays County, Texas, in Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.

Elaine H. Caudemus
County Clerk
Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND WAS PLACED UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PLACED UNDER MY SUPERVISION.

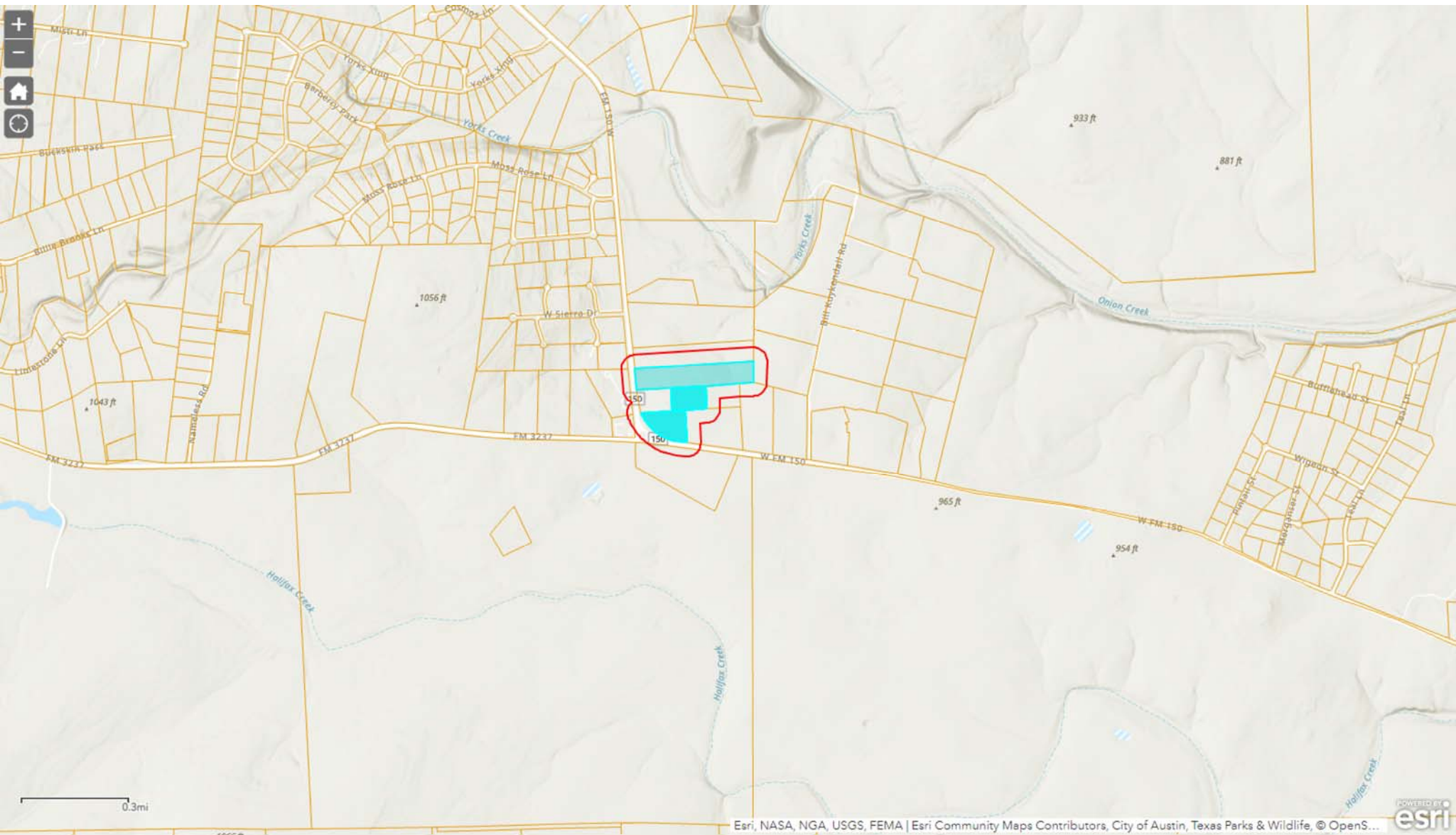
"PRELIMINARY, THIS DOCUMENT

SHALL NOT BE RECORDED FOR ANY PURPOSE"

DANIEL CHASE ONEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570

FINAL PLAT
HAYS CITY HOLDINGS
LOT 1 & LOT 2
21,000 ACRES / 914,743 SQUARE FEET
JESUSA PEREZ SURVEY - ABSTRACT NUMBER 363
HAYS COUNTY, TEXAS

SCALE: 1" = 100' NOVEMBER, 2022 SHEET 2 OF 2





Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2165-PC; Call for a Public Hearing on April 11th, 2023, followed by discussion and possible action regarding the Replat of Hays City Estates, Lot 9.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hays City Estates is a recorded subdivision located along FM 150 in Kyle and within the Precinct 4 boundary.
- B) The proposed replat will create two lots across 21.00 acres by dividing Lot 9 and absorbing additional raw acreage across two adjacent tracts.
- C) Water utility will be achieved through individual private wells and/or rainwater collection. Wastewater utility will be achieved by individual on-site sewage facilities.
- D) Per Texas Local Government Code requirements, a public hearing for this proposed replat will take place on April 11th, 2023 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

The project is currently under review pursuant to Texas Local Government Code Chapter 232 and the Hays County Development Regulations as set forth. The items remaining consist of completing review, holding the public hearing, and action on the proposed replat.

ATTACHMENTS/EXHIBITS:

Property Location Map

Plat



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2162-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Oakridge Park at Kinnicinik, Lot 7 & Part of Lot 6, Replat. **SMITH/MACHACEK**

Summary

Oakridge Park is a recorded subdivision located off of FM 1826 and Darden Hill Road in the Dripping Springs area and Precinct 4.

The proposed replat will combine a portion of Lot 6, all of Lot 7, and a portion of unplatted acreage into one (1) lot to be known as Lot 7A consisting of 11.325 acres.

Water utility will be achieved by a private well. Wastewater treatment will be accomplished by an on-site sewage facility.

Attachments

Cover Letter

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2162-PC; Call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicinik, Lot 7 & Part of Lot 6, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Oakridge Park is a recorded subdivision located off of FM 1826 and Darden Hill Road in the Dripping Springs area and Precinct 4.
- B) Water utility will be achieved by individual private well. Wastewater treatment will be accomplished by individual on-site sewage facilities.
- C) The proposed replat will combine a portion of Lot 6, all of Lot 7, and a portion of unplatted acreage into one (1) lot to be known as Lot 7A consisting of 11.325 acres.

STAFF COMMENTS:

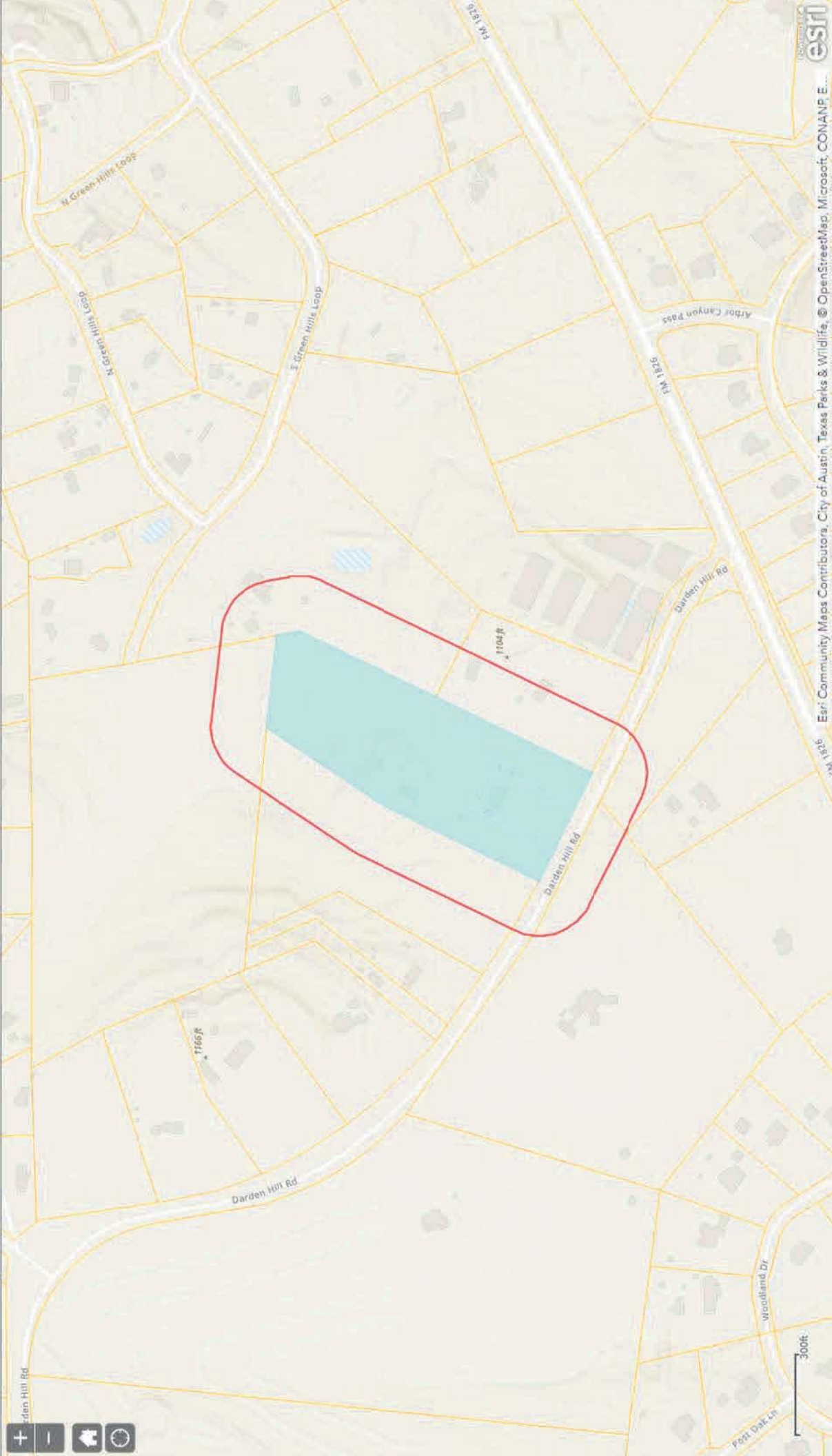
Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining are to hold a public hearing on March 28th, 2023 and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



300ft



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Efren Chavez, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2123-NP; Discussion and possible action regarding Billeaud Acres. **SMITH/PACHECO**

Summary

Billeaud Acres is a 1 Lot subdivision plat consisting of 9.05 acres located off Brownson Lane in Driftwood and in Precinct 4. Water utility will be accomplished by an individual private well. Wastewater will be accomplished by an individual on-site sewage facility.

Attachments

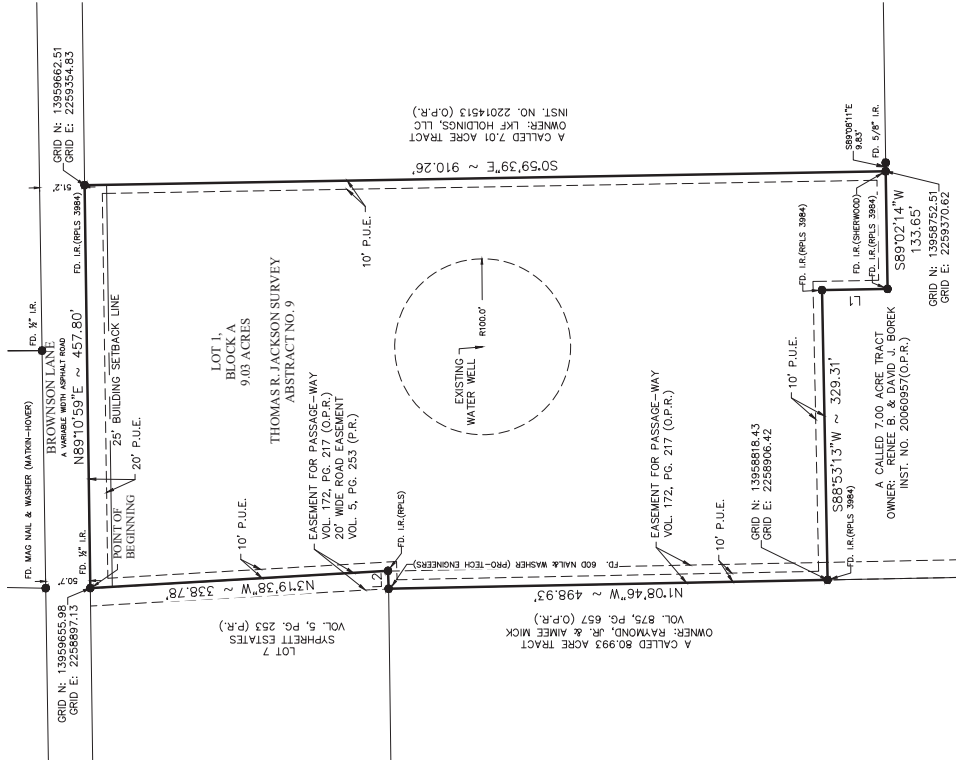
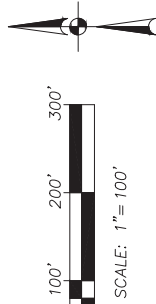
Plat

Cover Letter

Location Map

BILLEAUD ACRES

A 9.035 ACRE, OR 393.561 SQUARE FOOT, TRACT OF LAND SITUATED IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NO. 9, IN HAYS COUNTY, TEXAS, BEING OUT OF A CALLED 50.28 ACRE TRACT CONVEYED TO CRAIG BUCHANAN BLEAU & SHAWN NICOLE BLEAU, IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NO. 22013123, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND CORRECTED IN INSTRUMENT NO. 22044599 OF SAID OFFICIAL PUBLIC RECORDS.



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N01°03'33"W	74.58'
L2	N89°13'44"E	20.37'

Geonet
GEO NET OF TEXAS, LLC
FORM REGISTRATION NO. 1019478

JOSUE B. MIRANDA ORTIZ
REGISTERED PROFESSIONAL LAND SURVEYOR
1308 NOKOTA BEND
GEORGETOWN, TX, 78626
LIC. NO. 6637 TBPELS

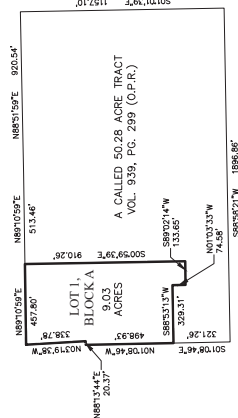
SHEET 1 OF 2

PLAT NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ENTIRE SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL # 48321 AS SPECIFIED ON THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP NUMBER 462009/01157, DATED SEPTEMBER 2, 2009, FOR HAYS COUNTY, TEXAS AND UNINCORPORATED AREAS.
5. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS SCHOOL DISTRICT.
6. THIS SUBDIVISION IS WITHIN THE AREA SERVED BY COUNTY E.S.D. (6) NO. 1 & NO. 6.
7. THIS SUBDIVISION FALLS WITHIN HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
8. BROWNISH LAKE IS CLASSIFIED AS A RURAL COUNTY LAKE.
9. THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE HAYS COUNTY STANDARDS AS APPLICABLE TO THIS DEVELOPMENT.
10. ELECTRIC SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
11. WATER SERVICE WILL BE PROVIDED BY PRIVATE WELL.
12. WASTEWATER WILL BE PROVIDED BY ON-SITE SEWAGE FACILITY.
13. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
14. ALL UTILITIES, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
15. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
16. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS OF THE TEXAS SUBDIVISION ACT. HOWEVER, THE SUBDIVISION OF THIS PROPERTY INTO THIS SUBDIVISION IS PROHIBITED FOR A DURATION OF (5) FIVE, FOLLOWING THE FILING OF THIS PLAN.
17. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS:
 - (1) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND
 - (2) FORTH IN CHAPTER 751, THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 751.

PARENT TRACT MAP

SCALE: 1"=200'



BILLEAUD ACRES

MY COMMISSION EXPIRES _____



Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Efren Chavez, County Planner

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2123-NP; Billeaud Acres; Discussion and possible action regarding Billeaud Acres (1 Lot).

BACKGROUND/SUMMARY OF REQUEST:

A.) Billeaud Acres is a 1 Lot subdivision plat consisting of 9.05 acres located off Brownson Lane in Driftwood in Precinct 4.

B.) Water utility will be accomplished by individual private well. Wastewater utility will be accomplished by an individual on-site sewage facility.

STAFF COMMENTS:

Staff has completed review for the Billeaud Acres pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth.

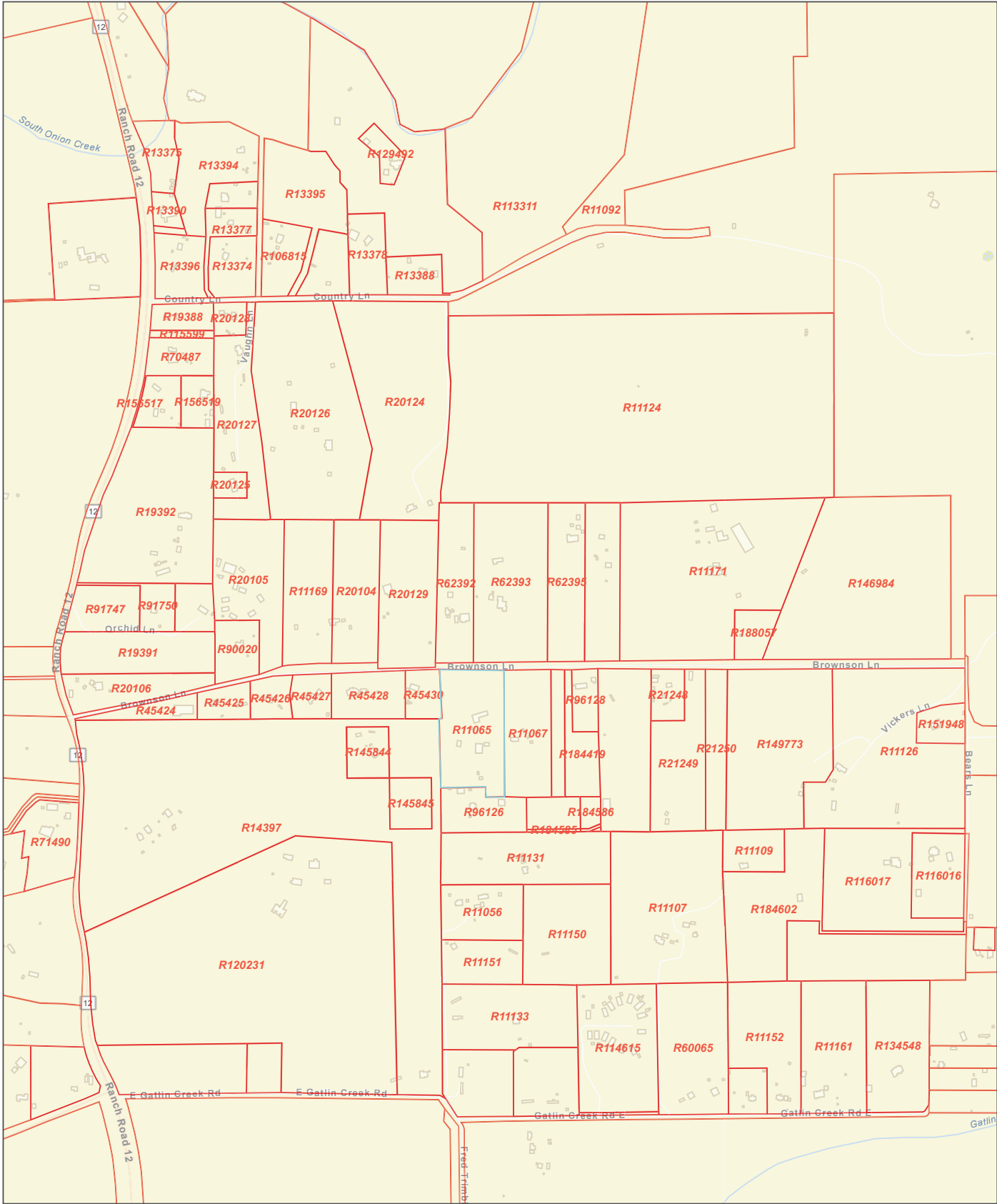
The application has no variances requested and has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

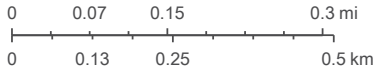
Hays CAD Web Map



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Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.,
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Hays County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Efren Chavez, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2159-PC; Discussion and possible action regarding the Skyline I, Lot 7, Final. **SHELL/PACHECO**

Summary

Skyline I is an unrecorded subdivision located off Skyline Drive in Wimberley and in Precinct 3.

The proposed plat of unrecorded Lot 7 will establish 2 Lots (7A and 7B) across 6.013 acres.

Water utility will be accomplished by individual private well and rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

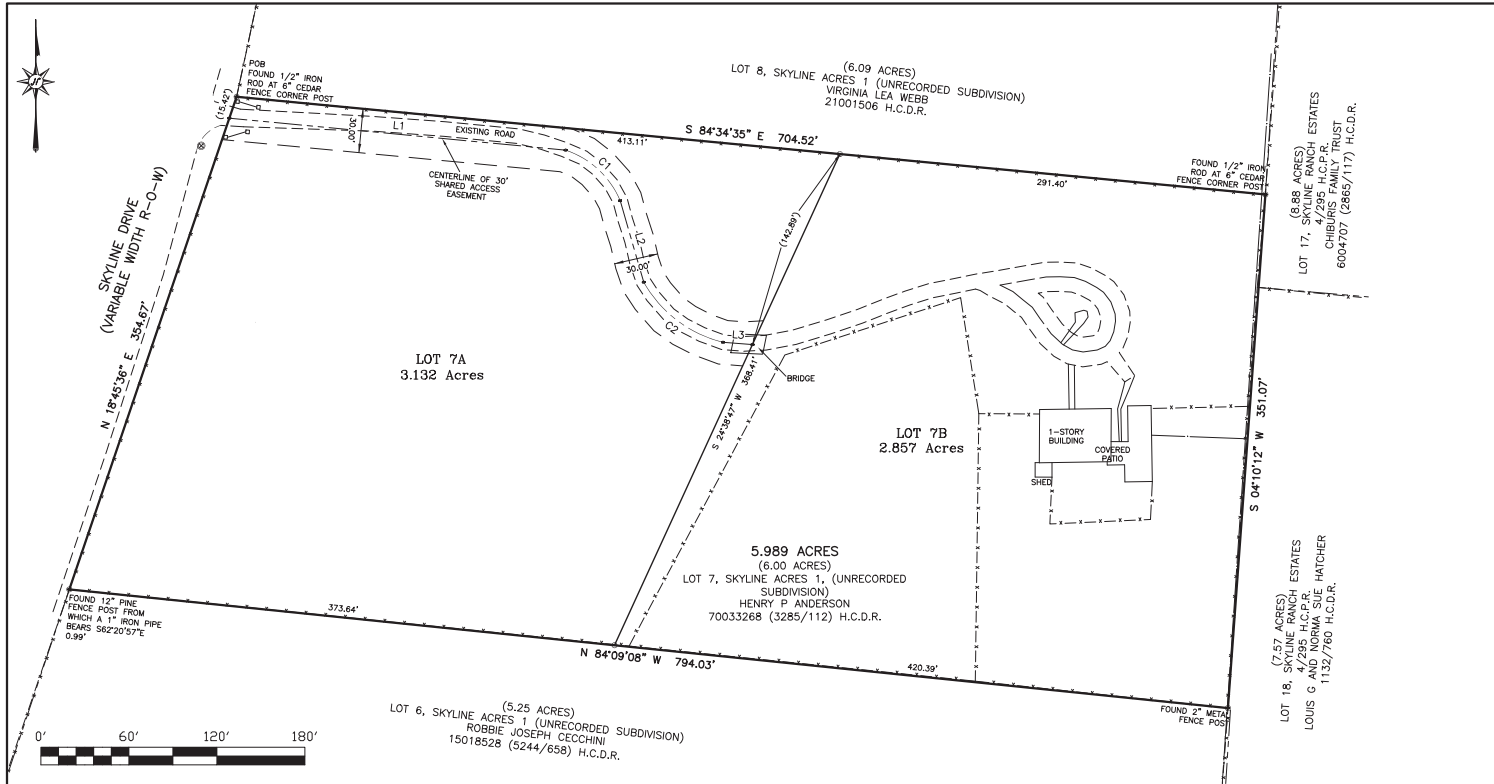
Attachments

Plat

Cover Letter

Location Map

Technical Review Comments Letter



KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2022.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MARY R. WATSON REGISTERED PROFESSIONAL LAND SURVEYOR #2700

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

STATE OF TEXAS
COUNTY OF HAYS

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.

HAYS COUNTY DEVELOPMENT SERVICES DATE
DIRECTOR OF HAYS COUNTY

HAYS COUNTY FLOODPLAIN ADMINISTRATOR DATE
DEVELOPMENT AND COMMUNITY SERVICES


SURVEY NOTES:

1. BEARINGS, DISTANCES & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)-HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS SOUTH CENTRAL ZONE", UTILIZING NGS CORS/CIPUS SOLUTION.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.

3. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTL".

4. FLOODZONE LINES SHOWN HEREON ARE TO BE CONSIDERED APPROXIMATE.



CTL
Cross Texas Land Services, Inc.
702 MIDLAND AVENUE, SUITE 100, SAN MARCOS, TEXAS 78003
312.965.2878

TX FIRM REG. #100248.00
www.cross-texas-land-services.com

LEGEND:

- BOUNDARY LINE
- LOT LINE
- OWNER LINE
- SURVEY LINE
- PROPOSED UTILITY LINE
- EXISTING UTILITY LINE
- ENCLOSURE
- H.C.P.R. - HAYS COUNTY PLAT RECORDS
- H.C.P.R. - HAYS COUNTY DEED RECORDS
- H.C.P.R. - HAYS COUNTY OPTION, PUBLIC RECORDS
- U.E. - UTILITY EASEMENT
- B.L. - BUILDING SETBACK LINE (BMS - DIST.) RECORD CALL
- B.L. - BUILDING SETBACK LINE
- B.L. - BUILDING SETBACK LINE
- POINT
- MONUMENT FOUND
- MONUMENT SET

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	61.63'	52.22'	50.67'	S 47°13'32" E	48°32'45"
C2	85.55'	69.74'	67.83'	S 52°50'26" E	46°42'34"

LINE	BEARING	DISTANCE
L1	S 84°34'35" E	230.28'
L2	S 16°05'37" E	57.88'
L3	S 85°33'09" E	20.15'

LEGAL DESCRIPTION: Being 5.989 acres of land known as Lot 7, Skyline Acres 1 (unrecorded subdivision) out of the Isaac F. Pace Survey No. 116, Abstract No. 364, Hays County, Texas, and being all of that certain 6.013 acre tract described in a deed to Henry P. Anderson, recorded in Volume 3285, Page 112, of the Official Public Records of Hays County, Texas. Said 5.989 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in July / August 2022:

BEGINNING at a 1/2 inch iron rod at a 6 inch cedar fence post found in the east right of way line of Skyline Drive, for the southwest corner of that certain 6.09 acre tract known as Lot 8, of the said Skyline Acres 1, described in Document No. 21001906, of the Deed Records of Hays County, Texas, for the northwest corner of said Lot 7, for the northwest corner hereof;

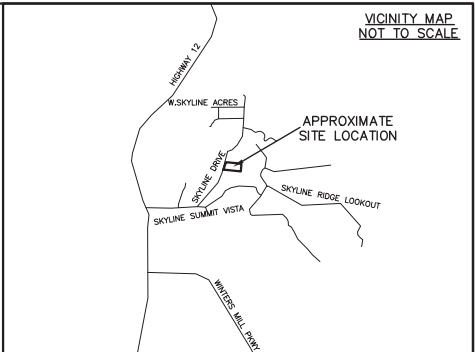
THENCE South 84°34'35" East, along the common line of said Lots 7 and 8, a distance of 230.28 feet to a 1/2 inch iron rod at a 6 inch cedar fence post found in the west line of Lot 17, Skyline Ranch Estates, according to the plat thereof recorded in Volume 4, Page 295, of the Plat Records of Hays County, Texas, for the southeast corner of said Lot 8, the northeast corner of said Lot 7, for the northeast corner hereof;

THENCE South 16°05'37" West, along the west line of Lot 17, the west line of Lot 18, of the said Skyline Ranch Estates, the east line of said Lot 7, a distance of 351.07 feet to a 2 inch metal fence post found in the west line of Lot 18, for the northeast corner of that certain 5.25 acre tract known as Lot 6, of the said Skyline Acres 1, described in Volume 5244, Page 608, of the said Deed Records, for the southeast corner of said Lot 7, for the southeast corner hereof;

THENCE North 84°09'08" West, along the common line of said Lots 6 and 7, a distance of 794.03 feet to a 12 inch pine fence post found in the east right of way line of said Skyline Drive, for the northeast corner of said Lot 6, the southwest corner of said Lot 7, for the southwest corner hereof, from which a found 1 inch iron pipe bears South 62°20'37" East, a distance of 1.69 feet;

THENCE North 16°05'36" East, along the east right of way line of said Skyline Drive, the west line of said Lot 7, a distance of 354.67 feet to the POINT OF BEGINNING, and containing 5.989 acres, more or less, and as shown on the certified plat hereof.

- NOTES:**
- BEARINGS, DISTANCES & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)-HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS SOUTH CENTRAL ZONE", UTILIZING NGS CORS/CIPUS SOLUTION.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
 - IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTL".
 - THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR THE EDWARDS AQUIFER ZONE.
 - THE PLAT LIES WITHIN THE BOUNDARY OF THE WIMBERLY INDEPENDENT SCHOOL DISTRICT.
 - HAYS COUNTY EMERGENCY DISTRICTS 4 & 7.
 - NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES, CORPORATE CITY LIMITS, OR EXTRA TERRITORIAL JURISDICTION.
 - THIS SUBDIVISION LIES WITHIN THE BOUNDARY OF THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
 - UTILITY INFORMATION:
WATER: INDIVIDUAL WATER WELLS AND RAINWATER COLLECTION
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: _____
 - A PORTION OF THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE X AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD BOUNDARY MAP, PANEL NO. 480209020237Z EFFECTIVE 9/2/2005.
 - IN ORDER TO PROVIDE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
 - ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
 - UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.
 - IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
 - TOTAL AREA: 5.989 ACRES
TOTAL NUMBER OF LOTS: 2
NUMBER OF LOTS WITH 2-5 ACRES: 2
NUMBER OF LOTS WITH 1-2 ACRES: 0



THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, HENRY P. ANDERSON IS THE RECORD OWNER OF A 6.013 ACRES OF LAND KNOWN AS LOT 7, SKYLINE ACRES 1 (UNRECORDED SUBDIVISION), RECORDED IN VOLUME 3285, PAGE 112, OF THE OFFICIAL PUBLIC RECORDS OF SAID HAYS COUNTY, TEXAS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT I, HENRY P. ANDERSON, DO HEREBY ADOPT THIS PLAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT AS THE OFFICIAL PLAT OF THE SAME AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, PARKS, WATERCOURSES, DRAINS, EASEMENTS, STREETS AND PUBLIC PLACES SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ALL INTERNAL DRIVEWAYS AND PARKING AREAS SHOWN ON THE PLAT ARE PRIVATE AND TO BE MAINTAINED BY THE OWNER.

WITNESS MY HAND THIS _____ DAY OF _____, 2022

HENRY P. ANDERSON

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED HENRY P. ANDERSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL, TO-WIT:
STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 20____.

RUBEN BERCERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

CERTIFICATE OF RECORDING:
STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS

FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGE _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

**SUBDIVISION OF LOT 7,
SKYLINE ACRES 1**
ESTABLISHING LOTS 7A AND 7B, OUT OF LOT 7,
SKYLINE ACRES 1, (UNRECORDED SUBDIVISION),
LOCATED IN THE ISAAC F. PACE SURVEY NO. 116,
ABSTRACT NO. 364, IN HAYS COUNTY, TEXAS



Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Efren Chavez, County Planner

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2159-NP; Skyline I, Lot 7, Final; Discussion and possible action regarding Skyline I, Lot 7, Final.

BACKGROUND/SUMMARY OF REQUEST:

- A.) Skyline I, unrecorded subdivision located off Skyline Drive in Wimberley and in Precinct 3.
- B.) The proposed plat of unrecorded Lot 7 will establish 2 Lots (7A and 7B) across 6.013 acres.
- C.) Water utility will be accomplished by individual private well and rainwater collection. Wastewater utility will be accomplished by an individual on-site sewage facility.

STAFF COMMENTS:

Staff has completed review for the Billeaud Acres pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The item remaining is action on the final determination for the Final Plat.

The application has no variances requested.

Staff recommends Approval with Conditions for Skyline I, Lot 7, Final. The deficiencies remaining have been included in the backup.

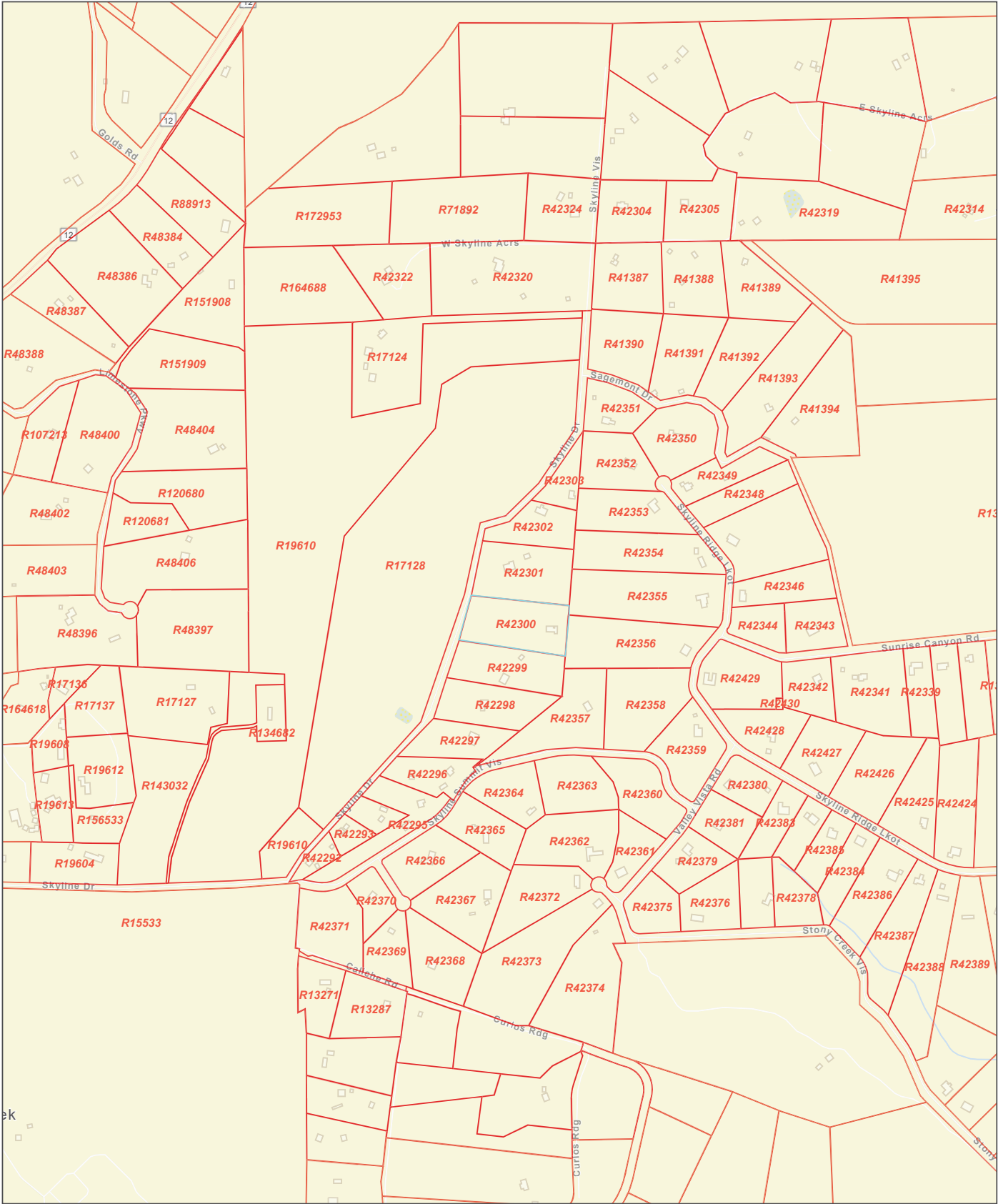
ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Hays County Plan Review Comments Letter

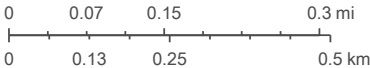
Hays CAD Web Map



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Parcels

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Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP,
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc,
METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



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:

Kent Davis

1120 Skyline Drive, Wimberley TX 78676

kent.pdwconstruction@gmail.com

Date: 3/23/2023

Project ID: PLN-2159-NP

Application Type: New Subdivision

Application Status: Technical Review

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](http://MyGovernmentOnline.com) Customer Portal.

9-1-1 Street Name Review

1. 911 Technical review approved 3/23/2023

Digital Data Review

1. Digital data review has been denied citing the following issues below. Our digital data standards are available here for download: <https://hays-county-haysgis.hub.arcgis.com/pages/development-services>
4.1 Replat and Amended Plat Requirements- Lots: Digital data needs to have northing/easting coordinates for at least 2 widely separated corners of the replat.
4.1 Replat and Amended Plat Requirements- Lots: Digital data needs to have at least two GPS monument control ties with the monument identified in the annotation.
4.3 Replat and Amended Plat Requirements- Easements: Digital data needs to have a closed polygon for the shared access easement. The easement layer name needs to be something like "Easement" or "Est" some name that indicates it is an easement.

Floodplain Technical Review

1. This plat lies entirely in Zone X

On-Site Sewage Facility (OSSF) Review

1. Lot 7A and 7B would be limited to rainwater collection. Private well requires 2 acres for advanced OSSF and 3 acres for conventional OSSF in the Contributing Zone

Planning Review

1. This plat lies entirely in the Edwards Aquifer Contributing Zone. This plat is not in the Edwards Aquifer Recharge Zone.
2. **Per Chapter 705.5.01(c) of the Hays County Development Regulations;** please revise plat note 15 to include the following:
10 acres or larger, larger than 5.0 acres and smaller than 10 acres, 2.00 acres or larger up to 5.00 acres, larger than 1.00 acre and smaller than 2.0 acres and smaller than 1.00 acre
- For categories that don't apply please use "0".



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

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- 3. Per Chapter 705.5.01(b) of the Hays County Development Regulations;** The boundary lines and total acreage of the Original Tract, the Subject Tract, the Subject Property and the proposed Subdivision;
 - Please include an illustration of the original lot configuration and acreage.
- 4. Per Chapter 705.5.01(i) of the Hays County Development Regulations;** Name and address of the Owner(s) of the Subject Property, and Applicant if not the Owner;
 - Please include the address for the Property Owner under their respective signature block.
- 5. Per Chapter 705.5.04(h) of the Hays County Development Regulations;** General depiction of the boundary lines of the Edwards Aquifer Recharge Zone, or the Contributing Zone of the Edwards Aquifer, if affecting the property, and a statement certified by the Texas licensed professional surveyor or Texas Professional Engineer under his or her professional seal that, to the best of his or her knowledge, the Recharge Zone or the Contributing Zone of the Edwards Aquifer.
 - Please revise plat note #4 to state that no part of the subdivision lies within the Edwards Aquifer Recharge Zone and all of the subdivision lies within the Edwards Aquifer Contributing Zone.
- 6. General;**
 - If Lot 7B will be using a private well then please include a plat note stating that Lot 7B is restricted to an Advanced OSSF.
- 7. Per Chapter 705.8.01(f) of the Hays County Development Regulations;** The building line setbacks from Regulated Roadways identified in Chapter 721;
 - Please include a building line setback of 25 ft. from Skyline Drive.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

8. General; Please revise the Hays County Development Services signature block to reflect the example below:

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Marcus Pacheco
Director
Hays County Development Services

Eric Van Gaasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

Transportation Review

- 1. Per Hays County Development regulations, chapter 721.2.01**, add a note- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
The revise plat uploaded on 3/15 did not address this comment.

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,

Efren Chavez
Planning Division
Hays County Development Services



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2100-PC; Hurlbut Ranch West, PT of Tract 20, Replat; Call for a Public Hearing on April 11th, 2023, followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 20, Replat. **SHELL/PACHECO**

Summary

Hurlbut Ranch West, PT of Tract 20 is a recorded lot located at the intersection of Norwood Road and Hill View Trail in Dripping Springs and Precinct 3. The proposed replat will create 2 lots: 20R-1 and 20R-2, across 13.18 acres. Water utility will be accomplished by individual private wells and wastewater utility will be accomplished by on-site sewage facilities.

Attachments

Plat

Cover Letter

Location Map

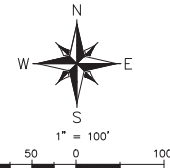
GEORGE THOMAS BEDARD
CALLED 13.173 ACRES
VOL. 369, PG. 5
OFFICIAL PUBLIC RECORDS

LISA GAY HOLLINS
CALLED 13.18 ACRES
DOC. NO. 20000460
OFFICIAL PUBLIC RECORDS
(R1)

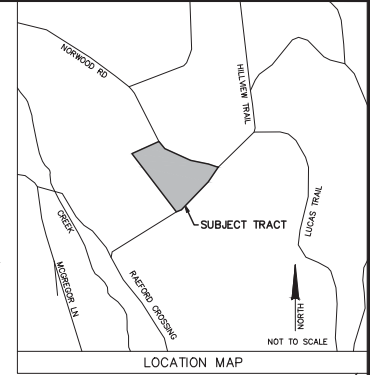
RON ZIMMER AND ANNA ZIMMER
CALLED 13.17 ACRES
DOC. NO. 18030649
OFFICIAL PUBLIC RECORDS

REPLAT ESTABLISHING TRACT 20R-1 AND TRACT 20R-2 OF THE HURLBUT RANCH WEST SUBDIVISION

BEING ALL OF A 13.18 ACRE TRACT OF LAND SITUATED IN THE SAMUEL J. SPINDLE SURVEY,
ABSTRACT NO. 620, HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 13.18 ACRE TRACT OF
LAND RECORDED IN DOCUMENT NO. 20000460, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
ALSO KNOWN AS PART OF TRACT 20, HURLBUT RANCH WEST RECORDED IN VOLUME 2, PAGE
123-124, PLAT RECORDS, HAYS COUNTY, TEXAS



STEPHEN S. SPRADLEY AND LORI A. SPRADLEY
CALLED 40.89 ACRES
VOL. 4140 PG. 714
OFFICIAL PUBLIC RECORDS
PID: 60558
PER HAYS CENTRAL APPRAISAL DISTRICT



EXISTING CONFIGURATION
1" = 200'

DRIVEWAY PERMIT STATEMENT

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC
ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE
PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE
COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE
DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE
HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, ENCUMBRANCES AND ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 3) ADDENDUMS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 4) IMPROVEMENTS NOT SHOWN HEREON NOR WERE LOCATED BY THIS SURVEY.
- 5) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- 6) THIS SUBDIVISION LIES WITHIN THE DIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 7) THIS SUBDIVISION DOES NOT LIE WITHIN THE DIPPING SPRINGS EXTRAJURISDICTIONAL JURISDICTION.
- 8) THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT 1 AND 6.
- 9) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.
- 10) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 480900022P, REVISED DATE SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD.
- 11) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 12) HAYS COUNTY REQUIRES A TWENTY (20) BUILDING SETBACK LINE ALONG ROADS.
- 13) MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY, SHALL BE OF AN APPROVED TDDOT OR FHWA DESIGN.
- 14) ANY FURTHER SUBDIVIDING OF THE LOTS SHOWN HEREON SHALL BE A MINIMUM OF 3.00 ACRES.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT LISA GAY HOLLINS, OWNER OF THE 13.18 ACRE TRACT RECORDED IN DOCUMENT NO. 20000460, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED JANUARY 8, 2020, AND RECORDED THE SAME LOCATION, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS TRACT 20R-1 AND TRACT 20R-2 OF THE HURLBUT RANCH WEST SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

LISA GAY HOLLINS
1100 NORWOOD RD
DRIPPING SPRINGS, TX 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LISA GAY HOLLINS, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSE
01/21/2021

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.L.S. NO. 6344

GEORGE THOMAS BEDARD
CALLED 13.173 ACRES
VOL. 369, PG. 5
OFFICIAL PUBLIC RECORDS
PID: 60560
PER HAYS CENTRAL APPRAISAL DISTRICT

FENCE IS $\pm 1.5'$ SOUTHEASTERLY OF LINE
FENCE IS $\pm 1.0'$ SOUTHEASTERLY OF LINE
FENCE IS $\pm 0.7'$ SOUTHWESTERLY OF LINE

RON ZIMMER AND ANNA ZIMMER
CALLED 13.17 ACRES
DOC. NO. 18030649
OFFICIAL PUBLIC RECORDS
PID: 60562
PER HAYS CENTRAL APPRAISAL DISTRICT

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED, AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE _____

MARCUS BACHICO, DIRECTOR OF DEVELOPMENT SERVICES
HAYS COUNTY DEVELOPMENT SERVICES

DATE _____

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

TRACT 20R-1
10.18 ACRES

TRACT 20R-2
3.00 ACRES

LEGEND
() RECORD CALL
○ SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○ WELL
-X- WIRE FENCE

LOT SIZE CATEGORIES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 6.59
1 LOTS LARGER THAN 10.0 ACRES
0 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
0 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

JOEL C. JUNGMAN
PID: 60502
PER HAYS CENTRAL APPRAISAL DISTRICT
CALLED 68.3058 ACRES
VOL. 392 PG. 515
DEED RECORDS

WCR
LAND SURVEYING
P.O. BOX 481 ELANCO, TX 78608
830-833-3010 INFO@WCRLANDSURVEYING.COM
TIFP&LS TRM #1019435

JOB NO.: 1633-21

DRAWN BY: JMT

CHECKED BY: CJJ

SHEET: 1 OF 1



Hays County Commissioners Court Agenda Request

Meeting Date: March 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-2100-PC; Call for a Public Hearing on April 11th, 2023, followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 20, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hurlbut Ranch West, PT of Tract 20 is a recorded lot located at the intersection of Norwood Road and Hill View Trail in Dripping Springs and Precinct 3.
- B) The proposed replat will establish two (2) lots: 20R-1 and 20R-2 across 13.18 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 Hurlbut Ranch West PT of Tract 20 will take place on April 11th, 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.

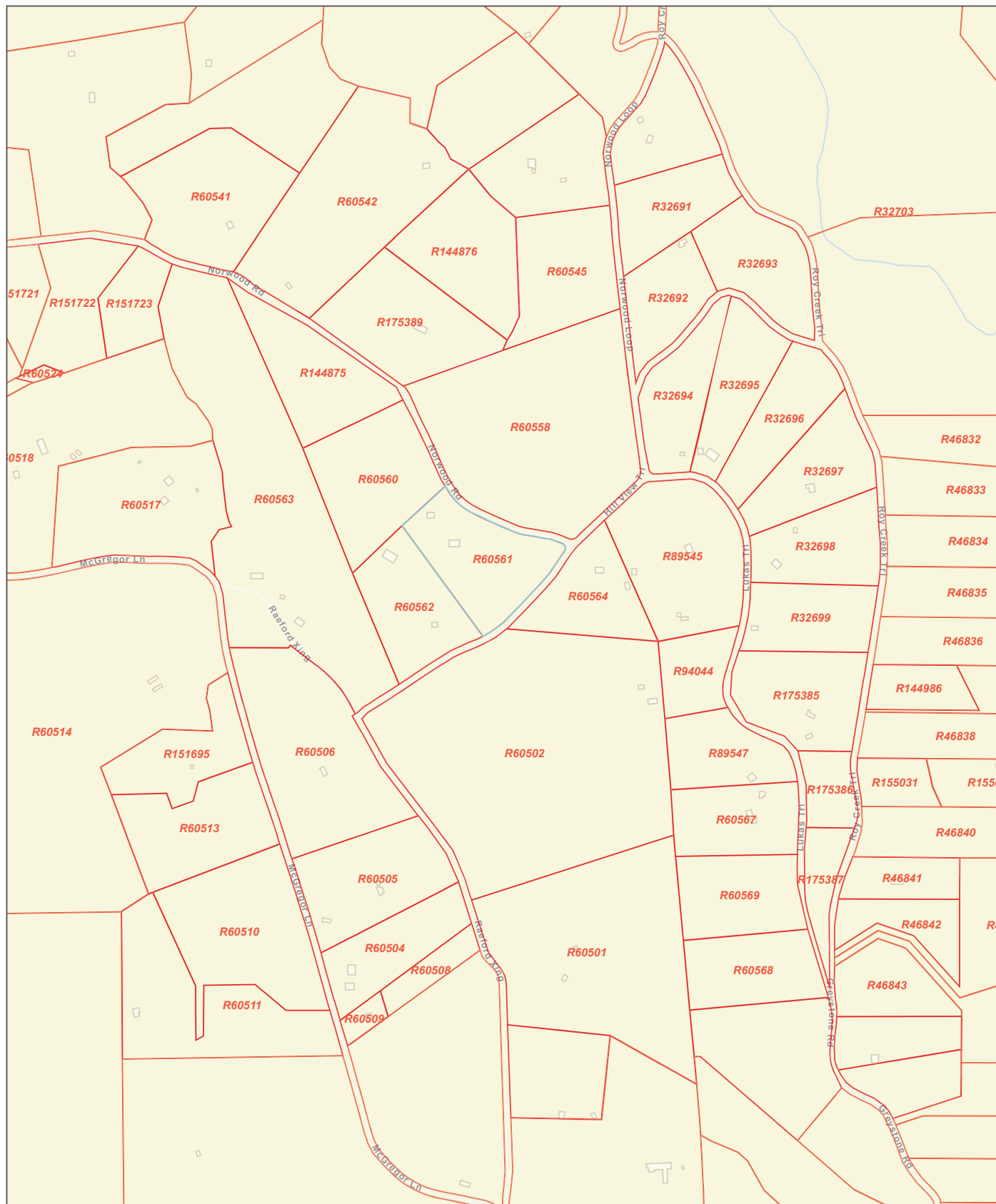
The actions remaining are to hold a public hearing on April 11th, 2023, and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat

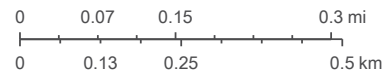
Hays CAD Web Map



3/23/2023, 1:40:32 PM

 Parcels

1:9,028



Esri Community Maps Contributors, City of Austin, Texas
Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP,
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc,
METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2105-NP; Discussion and possible action regarding Sweet Blessings Ranch (4 Lots) and consider granting a variance to Hays County Development Regulations, Chapter 721.5.07(E). **SHELL/MACHACEK**

Summary

Sweet Blessings Ranch is a proposed subdivision plat located off of W. Fitzhugh Rd. in Dripping Springs and Precinct 3. The proposed subdivision will establish four (4) lots across 11.93 acres and served by a shared access driveway. Water utility will be accomplished by individual wells and wastewater will be accomplished by advanced on-site sewage facilities.

The owner and applicant are seeking a variance to Hays County Development Regulations Chapter 721 § 5.07(E) regarding the number of lots which may utilize the shared access driveway and the restrictions and/or justifications requested.

Attachments

Cover Letter
Location Map
Plat
Comment Letter
Variance Request



Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2105-NP; Discussion and possible action regarding Sweet Blessings Ranch (4 Lots).

BACKGROUND/SUMMARY OF REQUEST:

- A) Sweet Blessings Ranch is a proposed subdivision plat located off of W. Fitzhugh Rd. in Dripping Springs and Precinct 3.
- B) The proposed subdivision will establish four (4) lots across 11.93 acres and served by a shared access driveway.
- C) Water utility will be accomplished by individual wells and wastewater will be accomplished by advanced on-site sewage facilities.
- D) The owner and applicant are seeking a variance to Hays County Development Regulations Chapter 721 § 5.07(E) regarding the number of lots which may utilize the shared access driveway and the restrictions and/or justifications requested.

STAFF COMMENTS:

The project is currently under review pursuant to Texas Local Government Code Chapter 232 and the Hays County Development Regulations as set forth. The items remaining consist of discussion and possible action regarding the Variance Request to Chapter 721 § 5.07(E) and addressing the deficiencies noted in the comment letter provided in the back-up. Staff recommends Approval on Condition.

ATTACHMENTS/EXHIBITS:

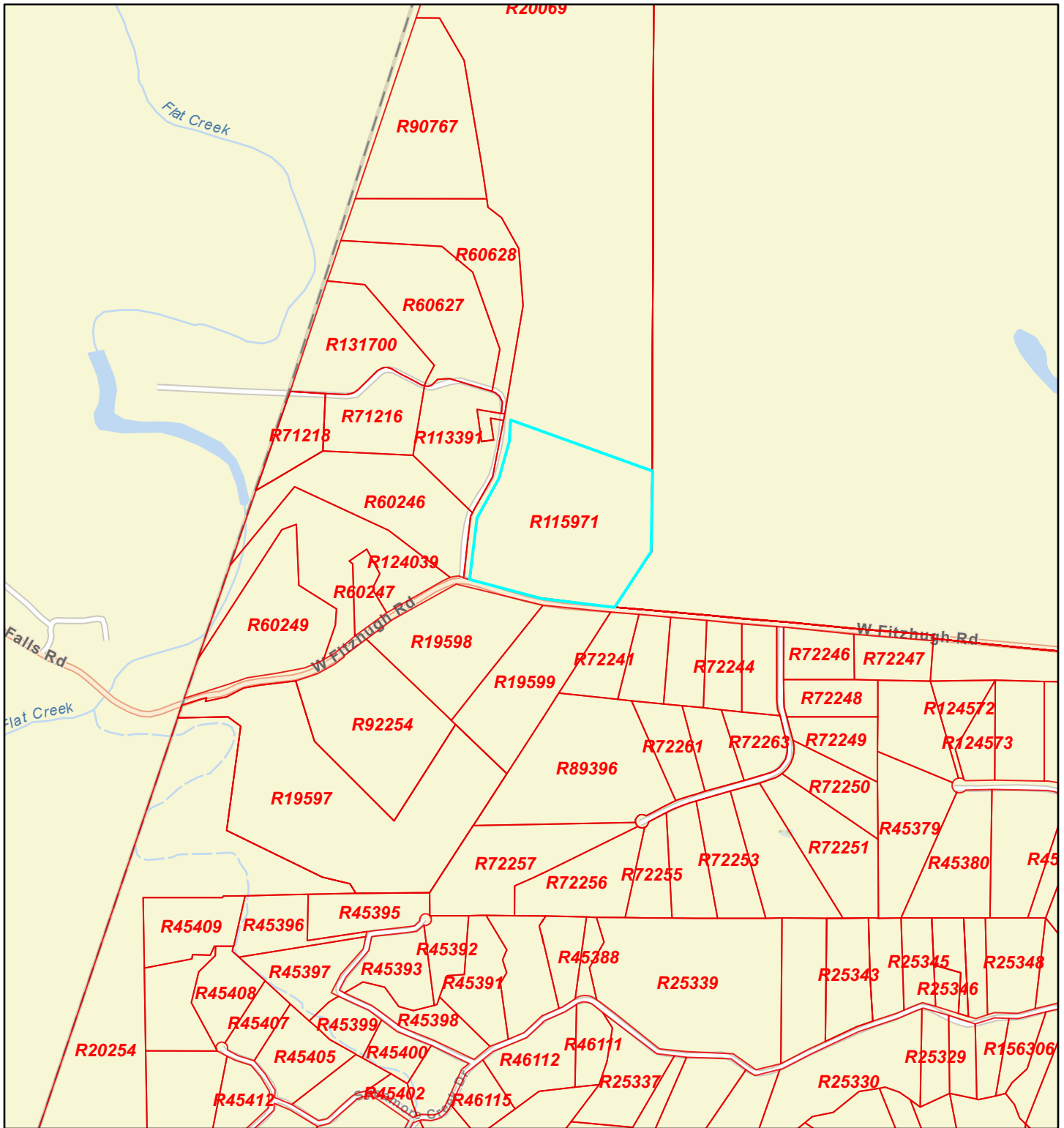
Property Location Map

Plat

Variance Request

County Comments

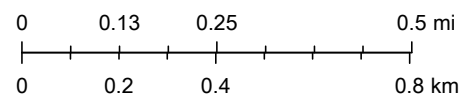
Hays CAD Web Map



1/26/2023, 1:17:28 PM

 Parcels

1:18,056



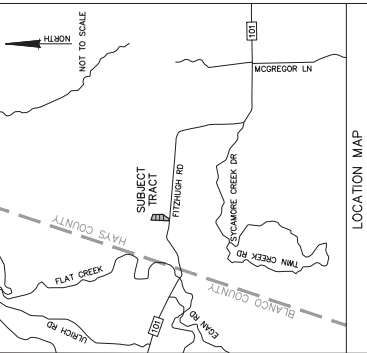
Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

SWEET BLESSINGS RANCH

BEING A 11.93 ACRE TRACT OF LAND SITUATED IN THE H. ULRICH SURVEY NO. 2, ABSTRACT NO. 731 AND THE NANCY KIMBRO SURVEY NO. 4, ABSTRACT NO. 597, HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 48.34 ACRE TRACT OF LAND RECORDED IN VOLUME 2738, PAGE 859, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



GENERAL NOTES

1. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4200000202, EFFECTIVE DATE SEPTEMBER 2, 2020. THE CHANGES TO THE FLOOD INSURANCE RATE MAP ARE DETERMINED TO BE OUTSIDE THE 0.12% ANNUAL CHANCE FLOODPLAIN.

2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS SUBDIVISION IS SUBJECT TO ALL EXISTING EASEMENTS AND MATTERS OF RECORD.

4. A MINIMUM LOT SIZE FOR CONVEYANCE WITHIN THIS SUBDIVISION, IF REQUIRED, SHALL BE 18'.

5. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

6. THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

7. THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

8. THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

9. THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

10. THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

11. THIS SUBDIVISION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAS FOUND NO EVIDENCE OF ANY EASEMENTS OR INTERESTS NOT SHOWN HEREON.

12. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

13. ADJACENT AREAS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAS FOUND NO EVIDENCE OF ANY EASEMENTS OR INTERESTS NOT SHOWN HEREON.

14. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

15. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

16. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

17. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

18. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

19. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

20. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR TOWN.

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 4

0 LOTS LARGER THAN 10.0 ACRES

0 LOTS LARGER THAN 5.0 ACRES

0 LOTS LARGER THAN 2.0 ACRES

0 LOTS LARGER THAN 1.0 ACRE

0 LOTS LARGER THAN 0.5 ACRE

OWNER/DEVELOPER

ELIANE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT FOR RECORDING PURPOSES, THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____ ON _____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

ELIANE H. CARDENAS, COUNTY CLERK

HAYS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THAT I, ELIANE H. CARDENAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND JUDGMENT, I HAVE CONDUCTED A SURVEY OF THE PROPERTY HEREIN SHOWN AND HAVE FOUND NO EVIDENCE OF ANY EASEMENTS OR INTERESTS NOT SHOWN HEREON. THIS SURVEY OF THE PROPERTY HEREIN SHOWN WAS CONDUCTED UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MARKS OF THE PROPERTY HEREIN SHOWN WERE PLACED BY ME OR UNDER MY SUPERVISION. I HAVE CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY EASEMENTS OR INTERESTS NOT SHOWN HEREON. THIS SURVEY OF THE PROPERTY HEREIN SHOWN WAS CONDUCTED UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MARKS OF THE PROPERTY HEREIN SHOWN WERE PLACED BY ME OR UNDER MY SUPERVISION. I HAVE CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY EASEMENTS OR INTERESTS NOT SHOWN HEREON.

PRELIMINARY: NOT TO BE RECORDED FOR ANY PURPOSE

DATE: 06/09/2027

REGISTERED PROFESSIONAL LAND SURVEYOR

CHRISTOPHER JURICA, R.L.S. NO. 6344

STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT ME, WAYNE A. ERIKSSON AND CRISTYN D. ERIKSSON, WITH THEIR HOME ADDRESS AT 8450 W. FITZTHUGH RD., DIPPING SPRINGS, TX 78620, OWNER OF THE 48.34 ACRE TRACT (RECORD) IN THE ULRICH SURVEY NO. 2, ABSTRACT NO. 731 AND THE NANCY KIMBRO SURVEY NO. 4, ABSTRACT NO. 597, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 11.93 ACRES OF SAID 48.34 ACRE TRACT TO BE KNOWN AS SWEET BLESSINGS RANCH.

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, LINDSEY M. PIERCE & ADAM PIERCE, ACKNOWLEDGED THESE PRESENTS TO BE EXECUTED THEREON DULY AUTHORIZED.

WAYNE A. ERIKSSON
8450 W. FITZTHUGH RD.
DIPPING SPRINGS, TX 78620

CRISTYN D. ERIKSSON
8450 W. FITZTHUGH RD.
DIPPING SPRINGS, TX 78620

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WAYNE A. ERIKSSON AND CRISTYN D. ERIKSSON, KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE OF, THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, ELIANE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, A.D. 20____.

ELIANE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

RUBEN RECTORIA
COUNTY CLERK
HAYS COUNTY, TEXAS

WATER/WASTEWATER NOTE

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4200000202, EFFECTIVE DATE SEPTEMBER 2, 2020. THE CHANGES TO THE FLOOD INSURANCE RATE MAP ARE DETERMINED TO BE OUTSIDE THE 0.12% ANNUAL CHANCE FLOODPLAIN. NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONSIDERED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4200000202, EFFECTIVE DATE SEPTEMBER 2, 2020. THE CHANGES TO THE FLOOD INSURANCE RATE MAP ARE DETERMINED TO BE OUTSIDE THE 0.12% ANNUAL CHANCE FLOODPLAIN.

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4200000202, EFFECTIVE DATE SEPTEMBER 2, 2020. THE CHANGES TO THE FLOOD INSURANCE RATE MAP ARE DETERMINED TO BE OUTSIDE THE 0.12% ANNUAL CHANCE FLOODPLAIN.

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THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4200000202, EFFECTIVE DATE SEPTEMBER 2, 2020. THE CHANGES TO THE FLOOD INSURANCE RATE MAP ARE DETERMINED TO BE OUTSIDE THE 0.12% ANNUAL CHANCE FLOODPLAIN.

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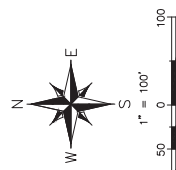
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LOT 4
3.00 ACRES

LOT 3
3.00 ACRES

LOT 2
3.00 ACRES

LOT 1
2.93 ACRES

229.68'

291.12'

217.97'

81.11'

536.01'

532.95'± (617.00'±)

367.43'

400.30'

27.80'

20.87'

88.44'

155.71'

155.71'

MPRR HOLDINGS, L.P.
CALLED 1,220.43 ACRES
DOC. NO. 18038973
OFFICIAL PUBLIC RECORDS
PER HAYS CENTRAL APPRAISAL DISTRICT

374.38'

571°06'33"E 445.94'

571°06'33"E 940.62'

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REMAINDER OF CALLED 48.34 ACRES
VOL. 2738 PG. 859
OFFICIAL PUBLIC RECORDS
PER HAYS CENTRAL APPRAISAL DISTRICT

229.68'

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81.11'

536.01'

532.95'± (617.00'±)

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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:

Wayne & Cristyn Erickson

8450 W Fitzhugh Road, Dripping Springs TX 78620

cottonwoodcustomhomes@gmail.com

Date: 3/23/2023

Project ID: PLN-2105-NP

Application Type: New Subdivision

Application Status: Technical Review

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.

Digital Data Review

1. Pending 9-1-1 street name approval.

Northing/Easting coordinate annotation (at the corners of subdivision) need to be in plain text and not grouped with leader line.

Add closed polygon for Lot 2.

Shared driveway access easement polygon is on "HAYS COUNTY GIS LOTS" layer. Revise so that polygon is on easement related layer.

Planning Review

1. According to the Hays County Transportation Plan, the recommended right-of-way for West Fitzhugh Road is 100'. Please move the Eastern property boundary to be no closer than 50' from the centerline of West Fitzhugh 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.
2. **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. Show the total right-of-way width for West Fitzhugh Road. Where ROW width varies, please demonstrate the ROW width at the widest and narrowest points fronting the subject property.
3. **Per Hays County Development Regulations Chapter 721 § 5.07(B) Shared Access Driveways:** Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible, and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway. Include a plat note pertaining to the Shared Access Maintenance Agreement recording instrument. Generate and Submit the Shared Access Maintenance Agreement.
4. Revise the Shared Access Driveway exhibit to show 60 feet width.



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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



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE **Hays County, Texas**

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Wayne & Cristyn Erickson
Property Owner's Mailing Address: 8450 West Fitzhugh Road, Dripping Springs, Texas 78620
Home Phone: _____ Work Phone: _____
Cell Phone: (512) 497-4972 e-Mail Address: centexhomebuilder@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

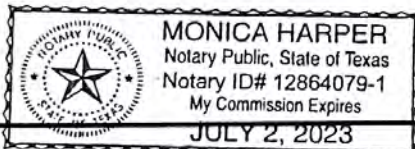
I hereby certify that the above statements are true and correct to the best of my knowledge.

Wayne Erickson
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 17th day of February, 2023

(seal)



Monica Harper
Notary Public

My Commission expires: 7-2-2023

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting
Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620
Home Phone: _____ Work Phone: _____
Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Sweet Blessings Ranch
911 street address for the Subject Property, if established: 8450 West Fitzhugh Road

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey H. Ulrich Survey,

Abstract A0731, Recorded (Vol/Page) 2738/859

Hays Central Appraisal District Property ID Number: R115971

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 3

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721, Section 5.07(E)	Up to three (3) Lots without independent access to a Regulated Roadway may share a Shared Access Driveway with up to two (2) Lots having independent access to a Regulated Roadway if all other requirements of these Regulations are met and all Lots using or adjacent to the Shared Access Driveway are larger than five acres in size and restricted by Plat note limiting	The plat being considered has four single-family residential lots that originally could have been oriented along West Fitzhugh Road with four separate driveways. However, to keep the number of driveways to one and make a safer ingress/egress
	development to one single family residence per Lot and prohibiting TCEQ Regulated Development.	we discussed orienting the lots north and south using a Shared Access Driveway realizing that this was one lot more than normally allowed.

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The request is based on a concern for the reduction in the number of driveways onto West Fitzhugh Road. The parent tract of 48 acres is large enough with enough road frontage to subdivide these same four lots without a variance with each having their own frontage and their own driveway. The owner is wishing to reduce the number of driveways in this area through the use of the Shared Access Driveway for these proposed four lots which are all three acres in size when the minimum lot size in this area is 1.5 acres on well and septic. There would be a restriction from further resubdivision and restricting each lot to one single family residence.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict enforcement would create additional single family driveways in an area that both the owners and others in this area would prefer to see maintain an air of a rural neighborhood by reducing the number of driveways when possible such as they're proposing in this instance.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

In this instance, the reduction of the number of driveways onto an already busy road will enhance the public health, safety, and welfare by keeping the four-three acre tracts to a single point of entry for ingress / egress and restricting the four lots to one single-family residence on each.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The hardship is not being created by the owner. They have the option of subdividing into four lots each with their driveway and however many homes on each lot that they can allow within the regulations allowed by the County.

In this instance, they are *imposing* a hardship on themselves to preserve the rural neighborhood feel and reduce the number of single-family residential driveways onto West Fitzhugh Road.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

This variance will improve the functionality in keeping the number of driveways to a minimum and by restricting the number of homes per lot, reduces the potential number of trips originating on each tract as opposed to the higher number of trips that would originate from the same number of lots if they're not allowed to develop these four lots using the Shared Access Driveway.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not Applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

There are no other applicable governmental regulations that are in conflict. Per the County Commissioner's request / requirement, the plat will show a 60-foot wide Shared Access Driveway.

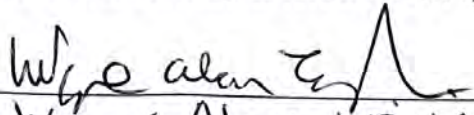
PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

OWNER'S/APPLICANT'S CERTIFICATION:

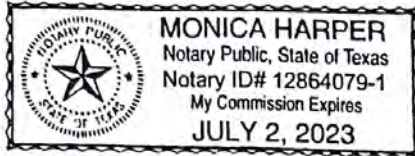
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

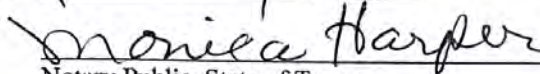

Print Name Wayne Alan Erickson

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 17th day of February, 2023.

(seal)




Notary Public, State of Texas
My Commission expires: 7-2-2023



AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve vendors for the September 23rd Mermaid Capital of Texas Fest organized by the San Marcos Mermaid Society in accordance with the Hays County Property Use Policy. **BECERRA**

Summary

**Hays County Commissioners Court****Date:** 03/28/2023**Requested By:**

Kelly Higgins

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Criminal District Attorney (CDA) to hire two (2) new Attorney IIIs, one (1) Legal Assistant, one (1) Victim Assistance Coordinator and one (1) Paralegal plus related equipment/expenses effective May 1, 2023, to help reduce a backlog of un-filed cases and to improve the service provided to victims on domestic violence and stalking cases and amend the budget accordingly. **INGALSBE/HIGGINS**

Summary:

Part I of the request -- Intake assistance.

The Hays County Criminal District Attorney's Office is working to resolve a significant backlog of un-filed criminal cases. Based on the annual number of cases received by the DA's Office, we should have no more than 1,200 un-filed cases pending at any given point. In mid-January the office had a backlog of more than 5,600 un-filed criminal cases, with many of those dating back to the second half of 2021. The office has changed processes to move cases faster with existing staff. The total number of cases in the backlog is trending downward with a drop from over 5,600 to 5,210 in the last seven weeks but, at that rate, it will still take more than a year to get to an acceptable level. This slow rate of progress clearing the backlog is the result of all criminal prosecutors being assigned to trial teams. Because of their responsibilities related to appearing in court and handling trials, intake work takes a back seat to the work in the courtroom. Hiring two new attorneys and support staff to focus exclusively on intake will allow the office to clear the existing backlog and avoid future backlogs. To accomplish this, two attorneys and a legal assistant are needed.

Part II of the request -- services for victims of domestic violence and stalking.

The office has an urgent need to have a Victim Assistance Coordinator (VAC) on staff that would be capable of and available to provide a deeper level of specialized assistance to the victims of domestic violence, to include safety planning and lethality assessments that can protect the victim from additional harm or possibly death at the hands of an abuser. The DA's Office is unable to adequately provide these important services with existing staff. Additionally, and related to that request, we are asking for one paralegal to allow us to handle the increased number of people that have been the victim of domestic violence or stalking that are coming to the DA's Office for assistance with protective orders. The demand for protective order assistance is already significant, and an additional VAC dedicated to domestic violence cases is likely to contribute to an even higher demand as a protective order is likely to be a recommended course of action resulting from safety planning in criminal cases. Even though much of the work on a protective order application is done by an attorney, we believe that a properly trained paralegal can handle enough of the paperwork so that an additional attorney would not be needed. We are requesting one VAC and one paralegal to provide these services to some of our most vulnerable victims.

Salary savings have been identified to cover the cost for this request.

Fiscal Impact:

Amount Requested: \$449,728 (annualized)

\$195,081 (FY23)

Line Item Number: 001/081-607-00]

Budget Office:

Source of Funds: General Fund (salaries, supplies), DA Drug Forfeiture Fund (computer eqpt)

Budget Amendment Required Y/N?: Yes

Comments: If approved, \$436,538 will be added to the FY24 salary budget. Budget amendment needed for computer equipment only.

2- Attorney III	174,906
Legal Assistant	44,170
Victims Asst Coord	44,170
Paralegal	46,378

*Total Base Salary	309,624
Fringe	65,764
Insurance	61,150
Annualized Impact	436,538
FY23 Impact (5/1/23)	181,891
Computer Equipment	11,618
Other Supplies	1,572
Total Requested	195,081

*Salary based on new MAG proposed pay plan.

Budget Amendment for Computer Equipment:

\$10,065 - Increase Computer Equipment_Operating 081-607-00.5712_400

(\$10,065) - Decrease Miscellaneous 081-607-00.5391

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

Computer Quote

Computer Quote DIR

Adobe Quote

Netmotion Quote

Computer Eqpt & Other Supplies List



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147766720.2	Sales Rep	Michael Harden
Total	\$18,866.02	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Mar. 16, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 15, 2023		HAYS COUNTY - AUDITORS
Contract Name	Standard governing terms in Supplier's quote		712 S STAGECOACH TRL STE 1071
Contract Code	C000000006563		SAN MARCOS, TX 78666-6247
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Michael Harden

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 Micro	\$1,935.99	3	\$5,807.97
Dell 27 Monitor - P2722H, 68.6cm (27")	\$399.99	3	\$1,199.97
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	\$429.99	2	\$859.98
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	\$39.99	2	\$79.98

Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	\$1,520.99	3	\$4,562.97
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	\$210.99	3	\$632.97
Dell Latitude 5530	\$2,755.05	2	\$5,510.10
Subtotal:			\$18,653.94
Shipping:			\$212.08
Non-Taxable Amount:			\$18,866.02
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$18,866.02

Shipping Group Details

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

	Quantity	Subtotal
OptiPlex 7000 Micro	3	\$5,807.97
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006563		

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Micro	210-BCTH	-	3	-
12th Generation Intel Core i7-12700T (12 Cores/25MB/20T/1.4GHz to 4.7GHz/35W)	338-CCYH	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	3	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	3	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	3	-
NO RAID	817-BBBN	-	3	-
OptiPlex 7000 Micro with 35 W CPU	329-BGNJ	-	3	-
130 Watt A/C Adapter	450-ALFN	-	3	-
US Power Cord	450-AAZN	-	3	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	3	-
Internal Antenna	555-BH DV	-	3	-
Intel Wi-Fi AX211	555-BH NI	-	3	-
Optional Serial Port	382-BBIZ	-	3	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	3	-
Mouse included with Keyboard	570-AADI	-	3	-
No Cover Selected	325-BCZQ	-	3	-
SupportAssist	525-BBCL	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Dell Optimizer	658-BEQP	-	3	-
IRST Driver	658-BFKI	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Dell Watchdog Timer	379-BESJ	-	3	-
Quick Start Guide	340-CYKP	-	3	-

Print on Demand Label	389-BDQH	-	3	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	3	-
Shipping Material	340-CQYN	-	3	-
Shipping Label	389-BBUU	-	3	-
Regulatory Label for OptiPlex 7000 Micro 130W	389-ECQQ	-	3	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	3	-
Desktop BTS/BTP Shipment	800-BBIP	-	3	-
Fixed Hardware Configuration	998-FQNR	-	3	-
Internal Speaker	520-AAVE	-	3	-
No Option Included	340-ACQQ	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Intel vPro Enterprise	631-ADGI	-	3	-
SMALL BUSINESS	379-BESP	-	3	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	3	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	3	-

Quantity Subtotal

Dell 27 Monitor - P2722H, 68.6cm (27")	\$399.99	3	\$1,199.97
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006563			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	3	-
Dell Limited Hardware Warranty	814-5380	-	3	-
Advanced Exchange Service, 3 Years	814-5381	-	3	-

Quantity Subtotal

Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	\$429.99	2	\$859.98
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006563			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	210-BBCM	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

Quantity Subtotal

Dell 15 Inch Laptop Slim Briefcase - PO1520CS	\$39.99	2	\$79.98
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006563			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	460-BCMK	-	2	-

Quantity Subtotal

Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	\$1,520.99	3	\$4,562.97
Estimated delivery if purchased today: Mar. 26, 2023 Contract # C000000006563			

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	AC120062	-	3	-

			Quantity	Subtotal

Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170

Estimated delivery if purchased today:

Mar. 26, 2023

Contract # C000000006563

\$210.99 3 \$632.97

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	AC246349	-	3	-

Dell Latitude 5530

Estimated delivery if purchased today:

Apr. 27, 2023

Contract # C000000006563

\$2,755.05 2 \$5,510.10

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	2	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Assembly Base	338-CDKI	-	2	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDNB	-	2	-
Intel ME disabled	631-ADFG	-	2	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	2	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	2	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	2	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	2	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	2	-
41WHR, 3 Cell Battery Express Charge Capable	451-BCXC	-	2	-
65W Type-C Adapter	492-BDGC	-	2	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	2	-
ENERGY STAR Qualified	387-BBPW	-	2	-
Custom Configuration	817-BBBB	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	2	-
HD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBID	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-

Subtotal:	\$18,653.94
Shipping:	\$212.08
Estimated Tax:	\$0.00
Total:	\$18,866.02

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147766720.1	Sales Rep	Michael Harden
Total	\$11,618.41	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Mar. 16, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 15, 2023		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Michael Harden

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 Micro	\$1,006.71	3	\$3,020.13
Dell 27 Monitor - P2722H, 68.6cm (27")	\$284.00	3	\$852.00
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	\$324.00	2	\$648.00
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	\$27.19	2	\$54.38

Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	\$1,274.74	3	\$3,824.22
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	\$187.40	3	\$562.20
Dell Latitude 5530	\$1,328.74	2	\$2,657.48
Subtotal:			\$11,618.41
Shipping:			\$0.00
Non-Taxable Amount:			\$11,618.41
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$11,618.41

Shipping Group Details

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

	Quantity	Subtotal
OptiPlex 7000 Micro	3	\$3,020.13

Estimated delivery if purchased today:

Mar. 21, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Micro	210-BCTH	-	3	-
12th Generation Intel Core i7-12700T (12 Cores/25MB/20T/1.4GHz to 4.7GHz/35W)	338-CCYH	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	3	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	3	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	3	-
NO RAID	817-BBBN	-	3	-
OptiPlex 7000 Micro with 35 W CPU	329-BGNJ	-	3	-
130 Watt A/C Adapter	450-ALFN	-	3	-
US Power Cord	450-AAZN	-	3	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	3	-
Internal Antenna	555-BH DV	-	3	-
Intel Wi-Fi AX211	555-BH NI	-	3	-
Optional Serial Port	382-BBIZ	-	3	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJ JG	-	3	-
Mouse included with Keyboard	570-AADI	-	3	-
No Cover Selected	325-BCZQ	-	3	-
SupportAssist	525-BBCL	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Dell Optimizer	658-BEQP	-	3	-
IRST Driver	658-BFKI	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Dell Watchdog Timer	379-BESJ	-	3	-

Quick Start Guide	340-CYKP	-	3	-
Print on Demand Label	389-BDQH	-	3	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	3	-
Shipping Material	340-CQYN	-	3	-
Shipping Label	389-BBUU	-	3	-
Regulatory Label for OptiPlex 7000 Micro 130W	389-ECQQ	-	3	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	3	-
Desktop BTS/BTP Shipment	800-BBIP	-	3	-
Fixed Hardware Configuration	998-FQNR	-	3	-
Internal Speaker	520-AAVE	-	3	-
No Option Included	340-ACQQ	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Intel vPro Enterprise	631-ADGI	-	3	-
SMALL BUSINESS	379-BESP	-	3	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	3	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	3	-

			Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")		\$284.00	3	\$852.00
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	3	-
Dell Limited Hardware Warranty	814-5380	-	3	-
Advanced Exchange Service, 3 Years	814-5381	-	3	-
			Quantity	Subtotal

Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")		\$324.00	2	\$648.00
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	210-BBCM	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-
			Quantity	Subtotal

Dell 15 Inch Laptop Slim Briefcase - PO1520CS		\$27.19	2	\$54.38
Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	460-BCMK	-	2	-
			Quantity	Subtotal

Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1

\$1,274.74
3
\$3,824.22

Estimated delivery if purchased today:
Mar. 26, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1	AC120062	-	3	-
			Quantity	Subtotal
			\$187.40	\$562.20

Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170

Estimated delivery if purchased today:
Mar. 26, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	AC246349	-	3	-
			Quantity	Subtotal
			\$1,328.74	\$2,657.48

Dell Latitude 5530

Estimated delivery if purchased today:
Apr. 27, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	2	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Assembly Base	338-CDKI	-	2	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDNB	-	2	-
Intel ME disabled	631-ADFG	-	2	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	2	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	2	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	2	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	2	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	2	-
41WHR, 3 Cell Battery Express Charge Capable	451-BCXC	-	2	-
65W Type-C Adapter	492-BDGC	-	2	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-

[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	2	-
ENERGY STAR Qualified	387-BBPW	-	2	-
Custom Configuration	817-BBBB	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	2	-
HD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBID	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-

Subtotal:	\$11,618.41
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$11,618.41

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147978184.1	Sales Rep	David Felix
Total	\$165.00	Phone	(800) 456-3355, 7236744
Customer #	9657350	Email	David_Felix@Dell.com
Quoted On	Mar. 20, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 18, 2023		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order.
Thank you for shopping with Dell!

Regards,
David Felix

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2844	Standard Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
VLA ADOBE ACROBAT PRO FOR ENT SUBS NEW EXISTING PRO DC CUST ONLY LGA	\$37.50	\$33.00	12.00%	5	\$165.00

Subtotal:	\$165.00
Shipping:	\$0.00
Non-Taxable Amount:	\$165.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$165.00
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Shipping Group Details

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2844	Standard Delivery

VLA ADOBE ACROBAT PRO FOR ENT SUBS NEW EXISTING PRO DC CUST ONLY LGA			\$33.00	Quantity 5	Subtotal \$165.00
Estimated delivery if purchased today: Apr. 17, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763					
Description	SKU	Unit Price	Quantity	Subtotal	
VLA ADOBE ACROBAT PRO FOR ENT SUBS NEW EXISTING PRO DC CUST ONLY LGA	AC272527	-	5	-	
			Subtotal:	\$165.00	
			Shipping:	\$0.00	
			Estimated Tax:	\$0.00	
			Total:		\$165.00

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3/20/2023

Presented by: Mobile Wireless LLC – vendor #8606

Erica Lee
Hays County Information Technology
712 South Stagecoach Trail, Suite 1206
San Marcos, Texas 78666
(512) 393-2844

Re: NetMotion Complete add 2 – DIR-CPO-4723

Erica,

Thank you for being a valued customer. Please find below the pricing you requested from Mobile Wireless LLC. We appreciate your business!

Product Description	SKU	Qty	Per Unit	Extended Price
NetMotion Complete Effective 3/20/2023 – 9/30/2023 The full suite of NetMotion capabilities, including all of the functionality available in Core plus the ability to gather and analyze data on your mobile fleet in clean, real-time dashboards. Complete also features powerful policy controls, extending your security perimeter and further enhancing the user experience	NMSCOMPSUB	2	\$62.03	\$124.06
Total				\$124.06

****pending NetMotion approval***

Alan McClintock
Mobile Wireless LLC
Phone: 972-516-1365
alan@mobwireless.com

Mobile Wireless LLC. • 3608 Austin Ct., Flower Mound, Texas 75028 • Tel. 214-850-9886

Request	Status	Position	Description	Price	Total Cost	Line Item
2	New	Attorney	27" Hub Monitor	324	648	081-607-00.5202
1	New	Legal Assistant	27" Monitor	284	284	081-607-00.5202
1	New	Paralegal	27" Monitor	284	284	081-607-00.5202
1	New	VAC	27" Monitor	284	284	081-607-00.5202
2	New	Attorney	Briefcase	27	54	081-607-00.5202
1	New	Legal Assistant	OptiPlex 7000 Micro	1,007	1,007	081-607-00.5712_400
1	New	Paralegal	OptiPlex 7000 Micro	1,007	1,007	081-607-00.5712_400
1	New	VAC	OptiPlex 7000 Micro	1,007	1,007	081-607-00.5712_400
2	New	Attorney	Dell Latitude 5530	1,329	2,657	081-607-00.5712_400
1	New	Legal Assistant	Fujitsue Fi-8170	1,275	1,275	081-607-00.5712_400
1	New	Paralegal	Fujitsue Fi-8170	1,275	1,275	081-607-00.5712_400
1	New	VAC	Fujitsue Fi-8170	1,275	1,275	081-607-00.5712_400
3	New	LA, Par, VAC	Extended Service	187	562	081-607-00.5712_400
Total					11,618	

Request	Status	Position	Description	Price	Total Cost	Line Item
5	New	Atty, LA, Par, VAC	Adobe Pro Cloud	33	165	5429
2	New	Attorney	Net Motion	62	124	5429
5	New	Atty, LA, Par, VAC	8X8 License	63	313	5429
5	New	Atty, LA, Par, VAC	Phones	194	970	5489
Total					1,572	



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley Valley Library Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$150,000

Line Item Number: 011-763-99-159.5600_024

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$150,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$150,000 - Increase Wimberley Valley Library Foundation Project Contribution 011-763-99-159.5600_024

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$150,000 from ARPA second tranche

Comments:

Attachments

ARPA Agreement
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 decreased revenue and increased costs.

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 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 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 tis 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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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

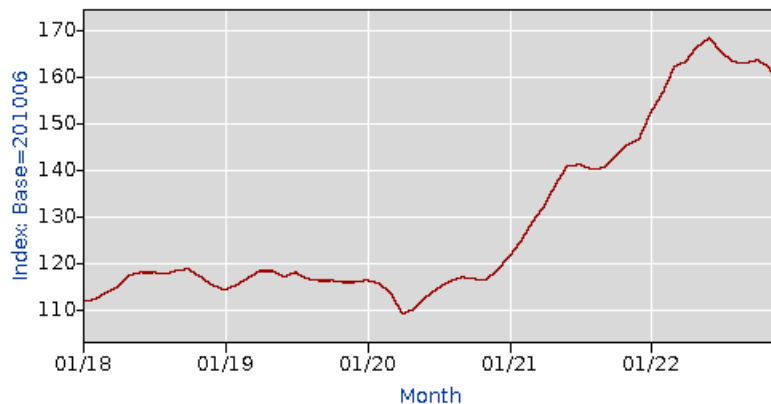
According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 40.0% higher⁴ in November 2022 (Figure 2), continuing a staggering inflationary run that has characterized much of the pandemic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



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	Wimberley Village Library Foundation		
<u>Address</u>	P.O. Box 1240		
<u>City</u>	Wimberley	<u>State</u>	TX
<u>Zip Code</u>	78676	Wimberley	
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-847-2188		
<u>Point of Contact</u>	Aileen Edgington		
<u>Title</u>	Board Member, WVL Foundation		
<u>DUNS, UEI, or EIN Number</u>	20-268441		
<u>Amount Requested</u>	\$150,000.00		

Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No



HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	<input checked="" type="checkbox"/>
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	N/A
----------	-----

10 Documents showing decreased revenue:

Other	<input checked="" type="checkbox"/>
Specify:	Form 990



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials cc

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials cc

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials cc

Carrie Campbell
Signature

Carrie Campbell
Print Name

President, Wimberley Village Library Foundation
Title Contact (512) 585-6547

2-21-2023
Date



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Livestock Exposition regarding recovery assistance for direct or indirect impacts of COVID-19 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: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$33,372.00

Line Item Number: 011-763-99-159.5600_025

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$33,372) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$33,372 - Increase HC Livestock Expo Project Contribution 011-763-99-159.5600_025

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$33,372 second tranche from ARPA

Comments:

Attachments

ARPA Agreement
PW - HCLE

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, President 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 \$33,372.00 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 28, 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 28, 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 18, 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 28, 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

American Rescue Plan State and Local Fiscal Recovery Fund
Grant Application

Applicant Information

Applicant Name	HAYS COUNTY LIVESTOCK EXPOSITION, INC.		
Address	P.O. Box 1778		
City	KYLE	State	TX
Zip Code	78640		
Organization Type	501 (C)(3)		
Telephone	(512)-268 2749		
Point of Contact	TERRY POLK		
Title	PRESIDENT		
DUNS, UEL, or EIN Number	74-1840212		
Amount Requested	\$33,372.00		

Eligibility

1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?	Yes
2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?	Yes
3 Is the Organization currently in operation?	Yes
4 What is the Period of Performance for this grant?	March 3, 2021 through December 31, 2026
5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?	No
6 Has any federal, state, or local funding been received for this service or program?	No
6a If yes to 6, provide information including:	
Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later

x

IRS Determination Letter

Texas Exemption Verification Letter

Other

Specify:

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)

Invoices for Costs

Estimates for Costs

Labor Hours and Rates

Change Orders

Other

Specify:

9 Documents showing the increase in need generated by the pandemic:

N/A

Specify:

10 Documents showing decreased revenue:

X

Other

Specify:

Form 990

Certifications

11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

Signature

Terry Polk

Print Name

Terry Polk

President

Title

2/21/23

Date



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Lonestar Cattlemen Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 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: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$50,000.00

Line Item Number: 011-763-99-159.5600_026

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$50,000 - Increase Lonestar Cattlemen Foundation Project Contribution 011-763-99-159.5600_026

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$50,000 second tranche ARPA

Comments:

Attachments

ARPA Agreement
PW - LCF

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 28, 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 28, 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 28, 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 28, 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

1	Lone Star Cattlemen Foundation	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary	2
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility	4
3.1	Final Rule.....	4

1 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, HCLE'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 CC

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	Lone Star Cattlemen Foundation		
<u>Address</u>	PO Box 113		
<u>City</u>	Fredericksburg	<u>State</u>	TX
<u>Zip Code</u>	78624		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-203-5869		
<u>Point of Contact</u>	Trey Powers		
<u>Title</u>	Board Member		
<u>DUNS or EIN Number</u>	20-8188811		
<u>Amount Requested</u>	\$50,000.00		

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19)? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? _____
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No

6a If yes to 6, provide information including:

Name of Funding Source	N/A
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	X
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

2020 Form 990 Showing a decrease in revenue due to Covid	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	
----------	--

10 Documents showing decreased revenue:

Other	X
Specify:	Form 990s





HAYS CO

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

TP

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

TP

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

TP



Signature

Trey Powers

Print Name

Board Member

Title

Date

2/22/23



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Southside Community Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$103,629.00

Line Item Number: 011-763-99-159.5600_027

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$103,629) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$103,629 - Increase Southside Community Center Project Contribution 011-763-99-159.5600_027

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$103,629 second tranche ARPA

Comments:

Attachments

ARPA Agreement - SCC

PW - SCC

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 28, 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 28, 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 one employee was employed by the business/special-purpose unit of local government/non-profit as of March 28, 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 28, 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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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.

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.

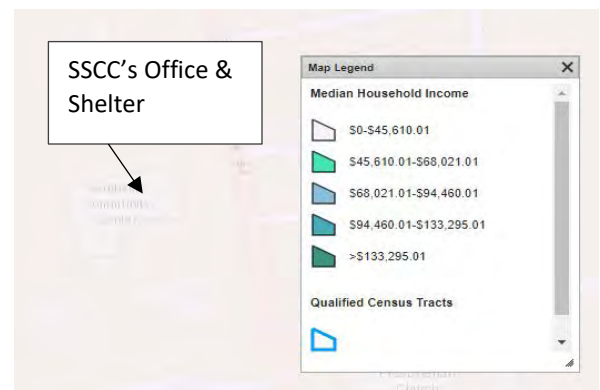
1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

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

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



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

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	SOUTHSIDE COMMUNITY CENTER		
<u>Address</u>	518 SOUTH GUADALUPE ST		
<u>City</u>	SAN MARCOS	<u>State</u>	TX
<u>Zip Code</u>	78666		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-738-3079		
<u>Point of Contact</u>	TODD SALMI		
<u>Title</u>	PRESIDENT		
<u>DUNS, UEI, or EIN Number</u>	74-1191885		
<u>Amount Requested</u>	\$103,629.00		

Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? no
- 6 Has any federal, state, or local funding been received for this service or program? no



HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	<input checked="" type="checkbox"/>
Texas Exemption Verification Letter	
Other	
Specify:	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	N/A
----------	-----

10 Documents showing decreased revenue:

Other	<input checked="" type="checkbox"/>
Specify:	Profit and Loss Statements



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

TS

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

TS

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

TS

Rev. Dr. Todd Salmi
Signature

Todd Salmi
Print Name

President
Title

2/22/2023
Date



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and Hays County Child Protective Board regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Social Service Agreement
PW

Fiscal Impact:

Amount Requested: \$50,000.00

Line Item Number: 011-763-99-159.5600_028

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$50,000 - Increase HC Child Protective Board Project Contribution 11-763-99-159.5600_028

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Social Service Funding Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$50,000 second tranche ARPA

Comments:

Attachments

Social Service Funding Agreement - HCCPB

Exhibit A

Exhibit C

PW - HCCPB

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH HAY COUNTY CHILD PROTECTIVE BOARD**

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 **Hay County Child Protective Board** (the "Agency"), a non-profit corporation, located at 401 Broadway Street, Suite C 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 provide rental and transportation assistance to families, purchase telecommunications equipment, ethernet copper cable or fiber optic cable depending on available connection infrastructure and user needs, to connect the Rainbow Room and the warehouse, and purchase and install soundproofing to the Rainbow Room and install broadband internet equipment; 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 TOTHE 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 Broadband Service, Professional Installation Services, Travel Assistance, Housing Assistance, Administration, and certain costs for delivering Child-Welfare 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 Contracts for Broadband Service, Invoices and Proof of Payment for Professional Installation Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and Board 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:

Hay County Child Protective Board
401 Broadway Street Suite C, Suite C
San Marcos, Texas 78666
Attention: Lee Ikels

- 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

Hay County Child Protective Board

By: _____
Lee Ikels
Chair

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$0.00
2	Fringe Benefits	\$0.00
3	<i>SUBTOTAL PERSONNEL</i>	\$0.00
	OPERATIONS	
4	Professional Services - Behavioral	\$1,500.00
5	Equipment	\$15,000.00
6	Supplies	\$8,500.00
7	Contractual Services	\$25,000.00
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>	\$50,000.00
21	<i>Personnel and Operations Subtotal</i>	\$50,000.00
	INDIRECT COST	
22	Administration - 10% de minimus	\$0.00
23	<i>SUBTOTAL Indirect Cost</i>	\$50,000.00

Exhibit C

SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2023**

Invoice Number: **01**

Agency: **Hays County Child Protection Bureau**
 Agency contact: **512-**
 E-mail:

Program:

Current contract term:

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	Finge Benefits	\$0.00	\$0.00	\$0.00	\$0.00
3	SUBTOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
	OPERATIONS				
4	Travel Assistance	\$1,500.00	\$0.00	\$0.00	\$1,500.00
5	Housing Assistance	\$15,000.00	\$0.00	\$0.00	\$15,000.00
6	Material and Supplies	\$8,500.00	\$0.00	\$0.00	\$8,500.00
7	Contractual Services	\$25,000.00	\$0.00	\$0.00	\$25,000.00
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: _____



HCTX111_Hays County Child Protective Board

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Hays County Child Protective Board

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1 HAYS COUNTY CHILD PROTECTIVE BOARD

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Child Protective Board (CPB) is a not-for-profit entity comprised of volunteers appointed by the Commissioner's Court that is considered an agency of Hays County. CPB works with the citizens of Hays County, the Hays County Commissioners Court, and the Texas Department of Family and Protective Services Child Protective Services (CPS) to enhance the lives of children from families in crisis by providing support and services not funded by the State. CPB normally receives a substantial part of their support from a governmental unit or from the general public.

CPB provides services from their Remme Rainbow Room (Rainbow Room) located at 401 Broadway Street, Suite C, San Marcos, TX 78666, which happens to be within Qualified Census Tract (QCT) 104¹.

The Rainbow Room is a 1,860 square foot resource center available 24 hours per day, 7 days per week, for use by 75 Child Protective Service caseworkers to comfort abused and neglected children, from newborns to age 18 years, who have just been removed from their homes due to abuse or neglect. CPS workers bring children to the Rainbow Room directly from their homes for baths/showers and to pick up basic supplies, e.g., diapers, and clothing. The Rainbow Room includes two bathrooms with tubs/showers, a playroom², a storage room for supplies most often needed, an area in which CPS employees can perform work-related tasks, and a breakroom. The Rainbow Room also serves as a place for kids to stay as investigations occur. There is an associated 2,080 square foot warehouse, behind the main building, which has a conference meeting room and is used to store items such as clothing, car seats, and bedding. The Rainbow Room and the warehouse became fully operational in early 2020.

Prior to the Rainbow Room, a small, cramped room within the building at 401-C Broadway St. was used; if children needed bathing it was done in the office bathroom sink. Supplies such as clothing and diapers were stored in a rented storage unit.

Figure 2: Location of CBP - Median Income

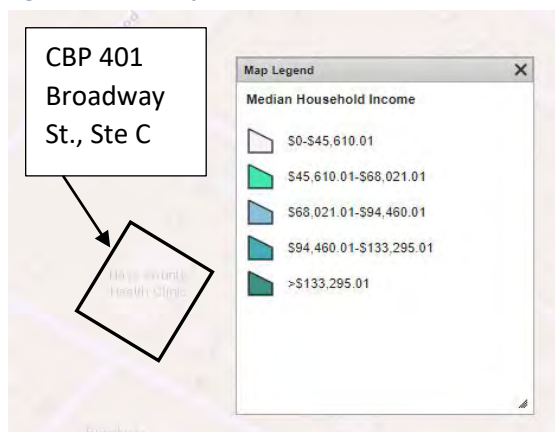


Figure 1: Remme Rainbow Room - Playroom



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

² Figure 2 is CPB's RRR playroom [Rainbow Room \(hccpbt.org\)](http://hccpbt.org)

The COVID-19 pandemic placed meaningful strain on the child welfare and foster care system. Court hearings were delayed, essential mental health care was shifted to a virtual environment, and attendance and performance in school among foster children dropped sharply. Additionally, financial and material hardship are causal factors in the increase of new children entering the foster care system, whether through loss of a caregiver, domestic violence, or other associated costs of the pandemic.³

CPB specifically saw an increase in the number of families requesting rental assistance and older children in need of transportation to/from work. They also saw an increase in children under CPS care. This required handling of sensitive information and coordination between CPS employees and CPB volunteers. This highlighted the inadequacy of their current facilities and equipment to meet client privacy and communication needs.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Support to decrease hardships on CPB will support families and increase positive outcomes for youth and families that may otherwise become involved in the child welfare system. The Treasury recognizes enumerated projects as eligible to respond to impacts of the pandemic on households and communities, specifically:

- Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities

CPB has requested support for the following services and equipment.

1.2.1 Accounting Support

CPB's financial administration, review of procedures and financial reporting, advising the board on financial strategy and fundraising is currently done in-house by a volunteer Treasurer. As the demand for RRR services has increased, so too has the amount of time needed for gathering and verifying financial records. CPB is in need of contracting with a local accountant, on a part-time basis, i.e., 8 hours per week, to assist the volunteer Treasurer. The average hourly rate for an accounting assistant in Texas is \$18.24 per hour⁴, which would be \$7,587.84 per year. With the expense of a part-time accountant covered for one year, CPB can use that time to find an alternate funding source to cover the expense in year two and beyond. accounting services to support the volunteer Treasurer.

1.2.2 Rental Assistance

The COVID-19 pandemic increased the number of families requesting monthly rental payment assistance due to job loss and/or layoffs. CPB receives one request for rental assistance per month, the average cost of which is \$1,200 or \$14,400 per year.

1.2.3 Transportation Expenses

CPB assists older children in their care with transportation to/from places of employment when their regular mode of transportation becomes unavailable, e.g., car requires repair, by way of bus vouchers or

³ 31 CFR Part 35 Final Rule Supplementary Information

⁴ [Accounting Assistant Salary in Texas: Average Annual and Hourly Accounting Assistant Pay In Texas - Zippia](#)

ride-for-hire vouchers. CPB receives one request for this type of assistance per month, the average cost of which is \$75, or \$900 per year.

1.2.4 Telecommunication Equipment

The meeting room within the warehouse is in need of upgrades to its phone and video meeting equipment to allow for more effective interagency communication. The sound quality of the existing phone system is sub-par and the current screen used for video calls doesn't allow for viewing of all participants on a call. Cost of a new conference call console is \$155⁵ and cost of a larger sized 24-inch screen for video calls is \$226.⁶

1.2.5 Broadband

The Remme Rainbow Room's internet service is provided by Spectrum Business using fiber optic cables. The warehouse behind the Remme Rainbow Room does not have internet fiber optic cables and uses the signal from the Remme Rainbow Room. This impacts the video and sound quality of virtual meetings held in the warehouse meeting room. CPB can improve the WiFi signal in the warehouse to allow for more effective interagency communication and expand the use of the meeting room to include virtual trainings by purchasing equipment, i.e., a dual-band router, which is a free-standing device that can be placed on top of a table, and a dual band WiFi extender, which can be plugged into an existing outlet. Installation of a new router and/or new extender do not require hiring contract labor. A dual-band (5GHz/802.11 ac) wireless router with technology that allows concentration of the WiFi signal toward WiFi devices, thereby increasing speed and performance, can be purchased for \$189.50.⁷ A dual band WiFi extender to extend the range of coverage to hard to reach areas and can be purchased for \$59.99.⁸

CPB can also improve the WiFi signal in the warehouse by installing fiber optic cable, to match the existing fiber optic cable of the Remme Rainbow Room; the cost would be \$19,024.

1.2.6 Soundproofing

The Rainbow Room and the meeting room within the warehouse need soundproofing to provide increased security when conveying sensitive information. Sound proofing interior walls, windows, and doors, i.e., those of the Rainbow Room, the indoor storage room, two bathrooms, and the breakroom is estimated to cost \$6,947.

Assisting CPB with Rental Assistance, Transport Expenses, Telecommunication Equipment, Broadband, and Soundproofing will enable them to provide needed services to child welfare-involved families with respect and efficiency in their improved childcare facility.

⁵ Konftel 300IPx Smart Microphone [Ideal modern conference phone](#)

⁶ [ViewSonic VG2440V 24" 1080p Video Conferencing Monitor](#)

⁷ [TP Link Dual Router](#)

⁸ [WiFi Extender Booster Repeater 1200 Mbps](#)

1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$50,000 CPB would be able to purchase and install soundproofing to the Rainbow Room and install broadband internet equipment, ethernet copper cable or fiber optic cable depending on available connection infrastructure and user needs, to connect the Rainbow Room and the warehouse. An additional \$50,000 is available for eligible uses CPB requires. A request can be submitted through a budget modification form.

As the subrecipient, CPB, will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to CPB's records pertaining to this program. Audits will be performed by the Hays County to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of CPB's general ledger. CPB will earn an administrative fee that is not to exceed 10% of the ARPA SLFRF monies.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

2.1.1 Accounting Support

CPB's financial administration is currently done in-house by a volunteer Treasurer. As the demand for RRR services has increased, so too has the amount of time needed for gathering and verifying financial records. CPB is in need of contracting with a local accountant, on a part-time basis, i.e., 8 hours per week, to assist the volunteer Treasurer. The average hourly rate for an accounting assistant in Texas is \$18.24 per hour,⁹ which would be \$7,587.84 per year. With the expense of a part-time accountant covered for one year, CPB can use that time to find an alternate funding source to cover the expense in year two and beyond. accounting services to support the volunteer Treasurer.

The National average for accountants is \$50 per hour, with rates ranging from \$30 per hour to \$100 per hour.¹⁰ The expense of \$18.24 per hour, \$7,587.84 per year is reasonable compared to the national average of \$50 per hour.

2.1.2 Rental Assistance

The COVID-19 pandemic increased the number of families requesting monthly rental payment assistance due to job loss and/or layoffs. CPB receives one request for rental assistance per month, the average cost of which is \$1,200 or \$14,400 per year.

The cost of living in Texas is 5.8% lower than the national average. Average rent for 2-bedroom apartment in the nearby cities of Austin and San Antonio are respectively \$1,861 and \$1,328 per month.¹¹ CPB's assistance of \$1,200 per rental request per month is reasonable.

⁹ [Accounting Assistant Salary in Texas: Average Annual and Hourly Accounting Assistant Pay In Texas - Zippia](#)

¹⁰ [2023 Accounting Costs & Fees | Balancing Books & Tax Preparation \(thumbtack.com\)](#)

¹¹ [Cost of Living in Texas, 2023 \(apartmentlist.com\)](#)

2.1.3 Transportation Expenses

CPB assists older children of employment age in their care with transportation to/from places of employment when their regular mode of transportation becomes unavailable, e.g., car requires repair, by way of bus vouchers or ride-for-hire vouchers. CPB receives one request for this type of assistance per month, the average cost of which is \$75, or \$900 per year.

While the state's major cities offer public transportation options, they aren't comprehensive or convenient enough to allow residents to forgo relying on their own vehicle. The average Texas resident pays \$5,509 per year in transportation related expenses.¹² CPB's assistance of \$75 per month, or \$900 per year is reasonable.

2.1.4 Telecommunications Equipment

The meeting room within the warehouse is in need of upgrades to its phone and video meeting equipment to allow for more effective interagency communication. The sound quality of the existing phone system is sub-par and the current screen used for video calls doesn't allow for viewing of all participants on a call. Cost of a new conference call console is \$155¹³ and cost of a larger sized 24-inch screen for video calls is \$226.¹⁴

The \$155 cost provided for a new center conference call console is reasonable compared to other options such as Polycom VTX1000 that cost \$511.¹⁵ The \$226 cost for the ViewSonic 24-inch screen is reasonable compared to other options such as Dell U-Series 38-inch for \$1,399.¹⁶

2.1.5 Broadband

The warehouse behind the Remme Rainbow Room does not have internet fiber optic cables and uses the signal from the Remme Rainbow Room. This impacts the video and sound quality of virtual meetings held in the warehouse meeting room. CPB can improve the WiFi signal in the warehouse to allow for more effective interagency communication and expand the use of the meeting room to include virtual trainings by purchasing equipment, i.e., a dual-band router, which is a free-standing device that can be placed on top of a table, and a dual band WiFi extender, which can be plugged into an existing outlet. Installation of a new router and/or new extender do not require hiring contract labor. A dual-band (5GHz/802.11 ac) wireless router with technology that allows concentration of the WiFi signal toward WiFi devices, thereby increasing speed and performance, can be purchased for \$189.50.¹⁷ A dual band WiFi extender to extend the range of coverage to hard-to-reach areas and can be purchased for \$59.99.¹⁸

The \$189.50 cost provided for a new dual band router is reasonable compared to other options such as a Netgear Nighthawk 6-Stream AX5400 dual band wireless router for \$201.92.¹⁹ The \$59.99 cost for a

¹² [Living Wage Calculator - Living Wage Calculation for Hays County, Texas \(mit.edu\)](#)

¹³ Konftel 300IPx Smart Microphone [Ideal modern conference phone](#)

¹⁴ [ViewSonic VG2440V 24" 1080p Video Conferencing Monitor](#)

¹⁵ Polycom VTX1000 [POLYCOM VTX1000 2200-07300-001](#)

¹⁶ [Dell-Screen-LED-Lit-Monitor-U3818DW](#)

¹⁷ [TP Link Dual Router](#)

¹⁸ [WiFi Extender Booster Repeater 1200 Mbps](#)

¹⁹ Netgear Nighthawk 6-Stream AX5400 WiFi Router

dual band WiFi extender is reasonable compared to other options such as Tenda AC2100 WiFi Extender for \$69.99.²⁰

CPB can also improve the WiFi signal in the warehouse by installing fiber optic cable, to match the existing fiber optic cable of the Remme Rainbow Room; the cost would be \$19,024. Determining the best option will be decided at further stages of the program.

For comparison costs for the installation of equipment needed for broadband transmission and one year of ethernet service using copper cable are shown below in Table 1. Costs are based on:

- 1) Three ethernet ports, 4 users per port, two network switches – one for the Rainbow Room and one for the warehouse,
- 2) Five wall plates, four in the Rainbow Room and one in warehouse, and
- 3) Three-thousand linear feet of twisted pair CAT 6 standard copper cable.

Table 1: CPB RRR and Warehouse Broadband Equipment and Installation Cost(s) – Ethernet Copper Cable

Equipment	Unit	Cost (\$)	# Units	Total Cost (\$)
Ethernet Port	1	25	3	75
Network Switch	1	100	3	300
Wall Plates	ea	25	5	125
CAT-6 Cable	Per foot	1	3000	3000
Labor	Hr	175	4	700
Spectrum Service	month	50	12	600
Total Cost (\$)				4,800

Costs using fiber optic cable are shown below in Table 2.²¹ Labor costs in Table 1 and Table 2 are based on CPB obtaining an estimate from a local contractor that their fee to visit the Rainbow Room and provide an estimate would be \$175 per hour. The one year of service in each table is based on Spectrum providing download speeds up to 300 Mbps. The SLFRF Final Rule requires reliable service speeds of at least 100 Mbps download speed.²² Spectrum's fee of \$50 per month is valid only for the first 12 months of service; costs will increase in year 2.²³ Cost of ethernet would be \$4,800 and cost of fiber optic would be \$19,024. The lasers used for fiber optic cables are low-powered and controlled, incapable of starting a fire.²⁴

²⁰ [Tenda AC2100 Extender](#)

²¹ [Ethernet Installation Costs And Services – Forbes Home](#)

²² 31 CFR Part 35 Final Rule A. (2)(B) Broadband Investments

²³ Charter Spectrum Internet Pricing

²⁴ [Fiber Optic & Ethernet Cables | Differences | ShowMeCables.com](#)

Table 2: CPB Warehouse Broadband Equipment and Installation Cost(s) – Fiber Optic Cable

Equipment	Unit	Cost (\$)	# Units	Total Cost (\$)
Fiber optic to Ethernet Box	1	33	3	99
Network Switch	1	100	3	300
Wall Plates	ea	25	5	125
Fiber Optic Cable	Sq ft	4.6	2,000	9,200
Protective Conduit	LF	4	2,000	8,000
Labor	Hr	175	4	700
Spectrum Service	month	50	12	600
Total Cost (\$)				19,024

Professionally installed hardwired computer network prices range from \$2,500 and \$4,500, with an average price of \$3,800. These prices are for new installation of 2,000 feet of CAT-6 cable with up to eight connections.²⁵ Factors such as existing equipment and availability, actual amount of cable required and purchase or renting of a modem also impact total cost. The estimated cost of \$4,800 for ethernet is based on the slightly higher values of 3,000 ft of CAT-6 cable for 12 users as actual conditions may vary at installation, i.e., more cable needed than 2,000 ft. This also allows for the CPB staff to benefit from the installation while at the Rainbow Room and/or warehouse meeting room. Fiber optic networks are more expensive based on the composition of the cable and the need to use protective conduit to protect the cable(s). Installation of fiber optic cable in the warehouse would be compatible with the fiber optic cable in the Remme Rainbow Room. The estimated cost of \$19,024 for fiber optic cable installation is reasonable.

2.1.6 Sound Proofing

The Rainbow Room and the meeting room within the warehouse need soundproofing to provide increased security when conveying sensitive information. Sound proofing interior walls, windows, and doors, i.e., those of the Rainbow Room, the indoor storage room, two bathrooms, and the breakroom, is commonly done using the following items:

- 1) Windows: using soundproofing curtains (two panels per window) and rods to hang the curtains (one rod per window), plus weatherstripping for six windows,
- 2) Walls: acoustic fiberglass panels; a minimum of four panels per room, for 6 rooms, is recommended,²⁶
- 3) Doors: acoustic foam panels; approximately 20 panels per door, and silicone door sweeps for five doors,²⁷ and
- 4) Floors: carpeting to reduce the bouncing of sound echoes; including waterproof premium carpet cushion (each roll covers 360 sq ft) and carpeting meant for high traffic areas.²⁸

Costs for these items are shown below in Table 3 with a total cost of \$6,947.

²⁵ [Ethernet Installation Costs And Services – Forbes Home](#)

²⁶ How Much Does it Cost to Soundproof a Room?-Sonic Acoustic

²⁷ Average cost of \$12 based on range of costs from [Door Sweeps at Lowes.com](#)

²⁸ [Home Depot Carpet and Cushion](#)

Table 3: CPB RRR Soundproofing Materials Cost(s)

Soundproofing Material	Unit	Cost (\$)	# Units	Total Cost (\$)
Curtains	panel	25	12	300
Rods	ea	20	6	120
Weatherstrips	roll	20	3	60
Fiberglass panels	12-pack	70	3	210
Foam panels	12-pack	20	10	200
Door sweep(s)	ea	12	6	72
Carpet	Sq ft	1.89	1,860	3515
Carpet Cushion	Per roll	494	5	2470
Total Cost (\$)				6,947

CPB could soundproof the walls by having Mass-loaded vinyl as a soundproofing material installed between the building exterior and the drywall. Mass-loaded vinyl covers 36 sq ft for \$150.²⁹ The Rainbow Room is 1,860 sq feet, which would cost \$7,650 to buy enough mass-loaded vinyl. Installation would require a separate contract labor cost, estimated to be \$175 per hour. The Rainbow Room would have to be closed during installation and CPB would have to pay for the use of an alternate location on a short-term basis.

Total soundproofing cost of \$6,947 for windows, doors, floors, and walls for a total of 6 rooms is reasonable (see Table 1, Section 1.2 above).

3 ELIGIBILITY

3.1 FINAL RULE³⁰

3.1.1 Assistance to Households and Individuals

Responding to the negative economic impacts of the public health emergency for purposes including assistance to households and individuals, including childcare, early learning services, home visiting, or assistance for child welfare involved families or foster youth.

3.1.2 Capital Expenditures

A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes, including:

A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including:

²⁹ Mass-loaded vinyl [mass loaded vinyl](#)

³⁰ 31 CFR 35.6(b)(3)(ii)(A)(11)(i) and (vi)

Services to address health disparities of the disproportionately impacted household, population, or community

Facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community, i.e., equipment upgrades to the RRR and warehouse meeting room

Hays County awarding \$50,000 to CPB as a subrecipient of ARPA SLRFR monies is an enumerated eligible use as the county would be investing in the community to promote improved health outcomes and public safety by investing in a safe, reliable emergency and transitional space for newborns to 18 years and assistance to their families. CPB would be providing the service of procuring the materials and professional labor as needed for the installation of soundproofing, internet, and a phone conference console, and continuing to operate and manage the Rainbow Room and warehouse on behalf of the county. An additional \$50,000 is available for eligible uses CPB requires. A request can be submitted through a budget modification form.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Office of Emergency Services FirstNet regarding recovery assistance for direct or indirect impacts of COVID-19; and to amend the budget accordingly. **SHELL**

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:

Emergency Services FirstNet PW

Fiscal Impact:

Amount Requested: \$85,000.00

Line Item Number: 011-763-99-159]

Budget Office:

Source of Funds: American Rescue Plan (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$85,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$77,995 - Increase Communication Equipment_Capital 011-763-99-159.5715_700

\$7,005 - Increase Software Maintenance License 011-763-99-159.5429

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Equipment DIR-TELE-CTSA-002

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$85,000 second tranche ARPA

Comments:

Attachments

PW - OES FirstNet

AT&T FirstNet Quote



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.

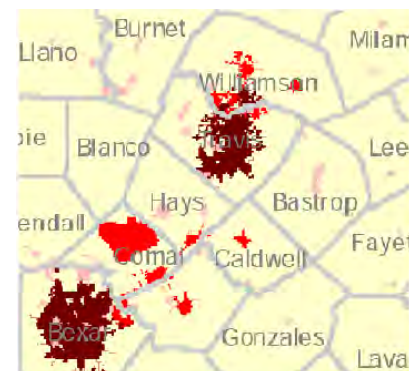
HCOES includes the Office of Emergency Management, the Fire Marshal's Office, and Emergency Preparedness. These offices have individual purposes but work together for the protection of the citizens of Hays County. During the height of the COVID-19 pandemic HCOES organized and implemented PPE distribution, 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. 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 [FirstNet Brings First Responders Innovative Tools](#)

⁴ [Power of FirstNet](#)

⁵ [FirstNet and internet connectivity when and where it's needed](#)

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

Proposal for
AT&T Mobility Services

CONTRACT DIR-TELE-CTSA-002

Presented to
Hays County



Pricing-At-A-Glance		Service Address
Bundled Service Offer:	\$30.00	
Equipment (See Below)	\$83,141.75	
Quote Valid Until:	3/27/2023	

FirstNet Plan			
Description	Quantity	Unit Price	Totals
FirstNet Unlimited Data	1	\$30.00	\$30.00
Total Yearly Price-			\$30.00

One Time Pricing Summary			
Description	Quantity	Unit Value	Totals
IBR1700 w/ 3yr NetCloud **only equipment on DIR pricing**	1	\$1,151.75	\$1,151.75
Compact Rapid Deployment -CRD	1	\$77,995.00	\$77,995.00
40GB Bandwidth Plan	1	\$3,995.00	\$3,995.00
Total One Time Pricing			\$83,141.75

Credit and Promotion Summary			
Description	Quantity	Unit Value	Total

The above prices are based on current rates and do not include any applicable local, state or federal taxes or surcharges. The rates are subject to change without notice. Installation interval is determined after required site survey. This quote is subject to availability of facilities and valid until

3/27/2023

To ask questions or place an order, contact:

Carmen Dunn

Client Solution Executive 2

(402)304-8198

ch8992@att.com

V50817



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Budget Office to purchase Digital Budget Book software through ClearGov, Inc. and amend the budget accordingly. **BECERRA/DORSETT**

Summary:

The Budget Office would like to purchase a software subscription service for a comprehensive digital budget book. ClearGov is a cloud-based budget and performance management software built for local governments. It is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. With ClearGov Digital Budget Book, the fund summary, department, capital project, and debt pages are template-based and automatically pre-populated from the budget data to save time and create a consistent look across the entire site. Pages can then be customized with images, narrative for context, and any other information. Once the budget is adopted the digital budget book is published, and it will instantly generate a website link that can be shared on the county website as well as options to create a PDF version.

BuyBoard Contract #692-23

Fiscal Impact:

Amount Requested: \$9,875 (FY23)
\$13,750 (annually for FY24 & FY25)
Line Item Number: 001-621-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Possible funding source, County-Wide Contingencies
\$9,875 - Increase Budget Office Software Maintenance & Licenses 001-621-00.5429
(9,875) - TBD Decrease Co-wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, BuyBoard Contract #692-23
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

ClearGov Service Order Contract
ClearGov Terms & Conditions



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Kristin Fine
Contact Phone	972-948-2999
Contact Email	kfine@cleargov.com

Order Date	Mar 7, 2023
Order valid if signed by	Mar 30, 2023

Customer Information					
Customer	Hays County, TX	Contact	Vickie Dorsett	Billing Contact	Vickie Dorsett
Address	712 Stagecoach Trail	Title	Budget Director	Title	Budget Director
City, St, Zip	San Marcos, TX 78666	Email	vickie.dorsett@co.hays.tx.us	Email	vickie.dorsett@co.hays.tx.us
Phone	512-393-2275			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	\$ 3,000.00
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 3,000.00
Subscription Services	Tier	Service Fees
ClearGov Digital Budget Book - Civic Edition	Tier 4	\$ 13,750.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 13,750.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Apr 1, 2023	Apr 1, 2023	ClearGov Setup Services
Pro-Rata	Apr 1, 2023	Sep 30, 2023	ClearGov Subscription Services
Initial	Oct 1, 2023	Sep 30, 2025	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Apr 1, 2023	\$ 3,000.00	One Time Setup Fee
Apr 1, 2023	\$ 6,875.00	6 Month Pro-Rata Subscription Fee
Oct 1, 2023	\$ 13,750.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		
Valid Until	Mar 30, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the *"Agreement"*) is made and entered into by and between ClearGov, Inc. (*"ClearGov"*), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and *Customer* (as defined in the applicable ClearGov Service Order) (each a *"Party"* and collectively the *"Parties"*). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the *"ClearGov Service Order(s)"*). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) *"Account"* means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) *"ClearGov API"* means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) *"ClearGov Apps"* means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) *"ClearGov Data"* means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) *"ClearGov Service"* means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) *"ClearGov Web Site"* means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) *"Customer PDF"* means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) *"Customer Data"* means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) *"Customer State"* means the state, commonwealth or territory in which the Customer is located.
- 1.10) *"Customer Web Site"* means any Web site owned and operated by Customer.
- 1.11) *"Documentation"* means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) *"Sensitive Data"* means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) *"Software"* means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the *"Term"*).
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Interest and Collections. Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) Data Ownership and License.
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) **LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2**; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ClearGov.com - Terms of Service

Updated: April 18, 2019



Introduction

Welcome to ClearGov!

We're not going to try to convince You that the following Terms of Service (the **"Terms"**) will be the most scintillating document You've ever read, but we paid our lawyer handsomely to put this together, so we hope You will give it a thorough review. (NOTE: The original draft of these Terms said, "we paid our handsome lawyer", but we're sure that was a typo. If You saw a picture of our lawyer, we know You'd agree.)

We'll even try to break up the monotony of the legalese with a bit of wit or a "Dad Joke" along the way – just so You don't bruise Your forehead by falling asleep and banging it against Your computer keyboard.

Preamble

To kick things off, whenever we use the term **"ClearGov"** or **"we"** or **"us"** in these Terms, we mean ClearGov, Inc., a company which is incorporated in Delaware and headquartered in Maynard, Massachusetts. Whenever we use the terms **"You"**, **"Your"** or **"User(s)"** in these Terms, we literally mean You, as in the person reading these Terms and accessing the ClearGov Service.

Furthermore, the ClearGov Service (the **"Service"**) includes the ClearGov.com website (desktop and mobile versions) (the **"Sites"**), any and all ClearGov applications (the **"Apps"**), any and all information found on the Sites or the Apps (the **"Content"**) and any other services, such as emails, offered via the Sites or the Apps. Unless otherwise indicated, the Service includes all features and functionality of the Sites and the Apps, including any new features or functionality that may be added from time to time.

We ask that You read these Terms carefully before using the Service or any of the functionality provided therein. If You do not accept these Terms, You may not use the Service. By accessing and/or using the Service in any manner via any means, You agree to be bound by these Terms.

I. Use of the Service

You may use the Service solely for personal and non-commercial purposes. Using the Service for non-commercial purposes essentially means that if you're using the Content or

any other element of the Service to try to make a buck – and you don’t have a separate agreement with ClearGov that explicitly permits such usage – then you are clearly violating these Terms – and you should stop.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute Content available on the Service. Further, You may not use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to You under these Terms. And, You may not resell use of, or access to, the Service to any third party.

As you may have already noticed, the Service provides information on a large number of local municipal governments, i.e. towns, cities, school districts, special districts, etc. ClearGov aggregates much of this information from third-party sources, and although we try to use quality sources, ClearGov makes no guarantees that any Content provided or accessed on or through the Service is accurate, current or complete. Your use of the Content that we provide through the Service is at Your own risk. You agree that You will not hold ClearGov liable for any inaccurate, incomplete, outdated or missing information provided on or through the Service.

BTW: If you run across any information on ClearGov.com that you know or believe to be incorrect, please let us know. We’re happy to research and/or address issues that are brought to our attention.

II. Your Content on ClearGov

The Service offers you the ability to post comments, opinions, text, endorsements, pictures, video and other materials and information (collectively referred to as **“Your Content”**) to the Sites and Apps. By posting, uploading or otherwise sharing Your Content, You grant ClearGov an unlimited, perpetual, irrevocable, worldwide license to use, copy, perform, modify, adapt, redact, republish and distribute Your Content and Your screen name, including, without limitation, any intellectual property contained therein, in any medium now known or hereinafter developed, without payment or compensation to You and without seeking any further approval from You. ClearGov may also use Your name, likeness, publicly accessible biographical data and any other information in connection with such use of Your Content. You acknowledge that ClearGov’s use of Your Content may include licensing Your Content to third parties and/or using Your Content for advertising purposes. In no event will we be required to seek Your approval or provide You with any compensation in connection with any such use. You warrant that A) Your Content complies with these Terms; B) You are not violating any third party rights or agreements by providing Your Content; and C) that nothing contained within Your Content would require us to seek permission of a third party in order to use Your Content as described in these Terms.

We know that was a mouthful, but it's important. And, if You don't want to grant ClearGov those rights then ***don't provide Your Content.***

Acceptable Use

We named the company ClearGov, so we clearly (mini-Dad-joke) believe in transparency. Therefore, we encourage others to be open and transparent as well, provided that You do so in a manner that is civil. We believe that communities thrive when diverse opinions are shared openly, honestly and with mutual respect.

ClearGov encourages and expects all Users to demonstrate such mutual respect, which means that You should refrain from personal attacks of any kind. In other words, You can disagree – but don't be disagreeable. You can criticize a concept, but not the person. Reasonable minds will often have differing opinions – just don't be obnoxious about it.

You are solely responsible for Your Content that You post on or transmit via the Service. Without limitation, You agree that Your Content will not include any content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as materials that You do not own, or for which You do not have written consent from the owner of such materials to post on the Service);
- violates anyone's right of publicity or right of privacy;
- is threatening or harassing, or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- contains "masked" profanity (e.g., S#^+!)
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains or links to any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

It may help you follow the rules listed above if you keep these three core principles in mind:

1. Don't be dirty.
2. Don't be dishonest.
3. Don't be a jerk.

And, just like your grandmother taught you, following [The Golden Rule](#) is always a good idea.

ClearGov is under no obligation to screen or monitor any Content or to enforce the ClearGov Terms on Your behalf or based on a claim by You that another User has breached any of these Terms. With that said, we encourage You to let us know if You believe that another User has breached these Terms or has engaged in other unacceptable behavior by reporting it to Support@ClearGov.com. ClearGov will make the sole determination, in ClearGov's sole discretion, as to whether Your Content or any other content is acceptable for the Service. We may include, edit or remove any content at any time, for any reason, and without notice.

Variety is the spice of digital life, so understand that when using the Service, You will be exposed to content and communications from a variety of sources and that ClearGov is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to any such content. And, just like when You visit any website, by using ClearGov You acknowledge that You may be exposed to content that is inaccurate, offensive, indecent or objectionable to you. If You object to this possibility, You should not use the Service.

Because ClearGov provides a platform for wide-ranging commentary – both for and against – by members of local communities, You should keep in mind that, even if You disagree with a specific comment, ClearGov typically does not remove comments in response to requests from Users. ClearGov is not legally obligated to arbitrate disagreements between or among community members. By using the Service, You agree that You will not hold ClearGov responsible or liable for any Content or information from other Users that You access on or through the Service.

III. Registration

Much of the Service may be used by You without registering. Some of the features and functionality of the Service will require You to register for an account (Your "Personal Account") in order to access and utilize such features and functionality. Your Personal Account is for Your sole, personal use. You may not allow others to use Your Personal Account, and You may not assign or otherwise transfer Your Personal Account to any other person or entity. When You register for Your Personal Account, You agree to provide a valid email address for You. You are responsible for the security of Your password and will be solely liable for any use, including but not limited to unauthorized use, under such password, so make sure You select a good password and don't do anything silly like leaving it around in the open for all to see.

IV. Termination of Access

We intend to maintain ClearGov.com as a positive, constructive and respectful site, so in addition to any right or remedy that may be available under these Terms or applicable law, we may suspend, limit or terminate Your Personal Account, or all or a portion of Your access to the Service, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including Your identity, to the proper

authorities, or take any other action we believe to be in the interest of the Service and Users of the Service.

V. Privacy

The privacy of Your personally identifiable information is very important to us. For more details on what information we collect and how we use it, please read our [Privacy Policy](#). The Service is not directed at children, and ClearGov will not knowingly collect personally identifiable information from any child under age 13.

VI. Links

The Service may contain links to other websites not provided by ClearGov. The links may include listings that provide You with further information, or links that have been included in materials uploaded to the Service by a party other than ClearGov. Be aware when You leave the ClearGov Service and understand that you will be subject to the terms and conditions and privacy statements of each and every website You visit. No doubt, however, those terms and conditions won't be as interesting to read as ours, but there just isn't anything we can do about that.

In fact, we are not responsible for the practices or the content of such other websites or services. Despite any links that might exist on the Service, we do not endorse and are not affiliated with such third parties.

VII. Our Proprietary Rights

Hopefully this doesn't come as a surprise to You, but You are not allowed to steal any Content or other materials from the Service. ClearGov or its licensors are the exclusive owners of all content, copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Service. Except as set forth herein, or a "fair use" as permitted under applicable law, You agree not to copy, distribute, publish, enter into a database, modify, make derivative works of or otherwise use or exploit any part of the Service or any Content or other materials on the Service without the prior written consent of the owner of such materials. All rights not granted under these Terms are reserved by ClearGov.

VIII. No Warranties

If you've been itching for some serious legalese, these next few sections should bring a smile to your face: THE SERVICE, INCLUDING ALL CONTENT AND MATERIALS MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR OR WITH RESPECT TO THE CONTENT ON THE SERVICE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS OR OMISSIONS CONTAINED THEREIN PROVIDED BY THIRD PARTIES. REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. AS USED IN THIS SECTION, "WE" AND "OUR" INCLUDES CLEARGOV AND CLEARGOV'S EMPLOYEES, CONTRACTORS AND LICENSORS.

IX. Limitation of Liability

If any part of the warranty disclaimers or limitations of liability set forth herein is found to be invalid or unenforceable for any reason, or if we are otherwise found to be liable to You in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the greater of (a) the amount paid by You for Your use of the Service during the prior twelve (12) months or (b) twenty-five dollars (\$25).

X. Indemnity

We wrote and published these Terms for a reason. Therefore, we can't be held responsible if You disregard them. You agree to defend, indemnify and hold harmless ClearGov, its officers, directors, members, employees, licensors, licensees, business partners and agents, and their respective heirs, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees) arising from: (a) any breach or alleged breach by You of any of these Terms, (b) Your Content, (c) Your use of materials or features available on the Service (except to the extent a claim is based upon infringement of a third party right by materials created by ClearGov and used in strict accordance with these Terms) and/or (d) a violation by You of applicable law or any agreement or terms with a third party to which You are subject.

XI. Governing LaW

ClearGov is headquartered in Massachusetts, so You agree to play by Massachusetts laws. These Terms shall be governed by the applicable Massachusetts laws, without regard to its conflict of laws rules. You hereby expressly consent to the exclusive jurisdiction of, and venue in, the courts located in Middlesex County, Massachusetts for all matters and disputes arising in connection with these Terms or Your access to or use of the Service. Any

claims asserted by You in connection with the Service must be asserted in writing to ClearGov within one (1) year of the date such claim first arose, or such claim is forever waived by You. Each claim shall be adjudicated individually, and You agree not to combine Your claim with the claim of any third party.

X. Reporting Claims of Copyright Infringement - Digital Millennium Copyright Act (“DMCA”) Notice

As noted above, we can’t control what other people post on the Service. Although we are under no obligation to review or scan content available on or in connection with the Service for the inclusion of illegal or impermissible content, we respect the copyright interests of others, and it is our policy not to permit materials that we know to infringe another party’s copyright to remain on the Service and, in appropriate circumstances, to terminate the Personal Accounts of repeat infringers. If You believe any materials on the Service infringe a copyright, You should provide us with written notice that at minimum contains:

1. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works;
3. Identification of the content or material on the Service that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information, e.g., a link and screenshot, reasonably sufficient to permit us to locate the content or material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address, at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the content or material in the manner complained of is not authorized by the copyright owner, its agent, or by law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please report any such alleged copyright issues by sending all such notices to our legal team as follows: by mail to: ClearGov, Inc. Attn: Legal Notices; 2 Mill & Main, Suite 630; Maynard, MA 01754; by facsimile to: (774) 759-3045 – Attn: Legal Notices; or by email to: Legal@ClearGov.com.

XI. Electronic Communication

By accessing or using the Service, registering, sending an email or otherwise communicating with ClearGov through the Service, You are communicating with ClearGov electronically, and You agree to receive electronic communication from ClearGov, by email

and by posting to the Site. You agree that any electronic communication from ClearGov satisfies any legal requirements that such communication must be in writing. You also agree that any communications or materials that You provide to ClearGov or the Service, including, without limitation, by posting to the Service, email or otherwise, are and will be treated as non-confidential and non-proprietary.

XII. General

The Service is controlled and operated by ClearGov from its headquarters in Maynard, Massachusetts, USA. ClearGov makes no representation that any Content on the Service is appropriate or available for use in other locations. You are solely responsible for ensuring that Your access to and use of the Service complies with all applicable laws, statutes and regulations of Your jurisdiction, including, without limitation, export and import regulations. ClearGov reserves the right, in its sole discretion, to terminate Your access to the Service, or to modify or discontinue the Service, in whole or in part, at any time and without notice. You agree that ClearGov will have no liability to You or to any third party for any termination, modification, or discontinuance of the Service.

XIII. Assignment

ClearGov may assign these Terms without consent to any subsidiary or parent company of ClearGov or to any successor by way of any merger, consolidation or other corporate reorganization of ClearGov or sale of all or substantially all of the assets of ClearGov or to an entity that assumes, by sale, license or otherwise, the business activities of ClearGov.

XIV. Severability

We consider these Terms to exist as individual parts of a larger whole. If any part of these Terms are held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms. This means that even if one part of these Terms is judged unsound, the rest still apply.

XV. Waiver; Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms by You will not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by You of the same or any other term of these Terms. Our rights and remedies under these Terms are cumulative, and the exercise of any such right or remedy will not limit our right to exercise any other right or remedy.

XVI. Modifications

Just like Your local community, ClearGov and the Service are growing and changing every day, and thus the Terms are subject to change by ClearGov at any time. The most current version of these Terms can always be accessed via the [ClearGov Terms and Conditions page](#), and the latest update date will be reflected in the **“Effective Date”** section at the end of

these Terms. If You keep using the Service or submit any content after the latest Effective Date, You agree to be bound by the then effective Terms.

XVII. Contact Us

If You have any questions or comments about our Terms or anything else, You may contact us at: ClearGov, Inc.; 2 Mill & Main, Suite 630; Maynard, MA 01754; or by email to: Support@ClearGov.com

XVIII. Effective Date

These Terms were last updated on April 18, 2019.

ClearGov, Inc. - Privacy Policy

Updated: June 29, 2022



ClearGov Privacy Policy

ClearGov Inc. ("**ClearGov**", "**we**" or "**us**") is committed to protecting Your privacy. This privacy policy (the "**Privacy Policy**") discloses our practices regarding information we collect and receive from users ("**User(s)**" or "**You**") of the ClearGov.com desktop and mobile websites (and any other versions of the ClearGov.com website) (the "**Sites**"), the ClearGov online and mobile applications (the "**Apps**") and other services, such as emails, provided by ClearGov (collectively, the "**Service**"). Unless we state otherwise, any new features or functionality provided by ClearGov on the Sites and/or Apps are also part of the Service. By accessing or using the Service, whether through a personal computer, mobile device or any other means, or submitting any content or information for publication or distribution, You agree to be bound by this Privacy Policy.

Please note that the Service and the content on the Sites are intended for U.S. residents only, i.e. the people who live and work in the towns and cities that are covered by ClearGov. If you reside outside the U.S., ClearGov does not intend or desire to receive your data and ClearGov does not represent that it complies with any foreign laws. Please read this Privacy Policy carefully before registering or using the Service or submitting any content. If You do not accept this Privacy Policy, You may not use the Service or submit any content.

Just like Your local community, ClearGov and the Service are growing and changing every day, and thus this Privacy Policy is subject to change by ClearGov at any time. The most current version of this Privacy Policy can always be accessed via the [ClearGov Terms and Conditions page](#), and Your rights and the handling of Your data will be governed by that version.

Personal Information You Provide or We Collect

ClearGov receives and stores information You choose to provide to us directly. We also receive and store information that we collect automatically when You use the Service.

Personal Information You Provide

ClearGov receives and stores any information You enter on the Sites or through the Service or provide in any other way. In order to register or in connection with other uses of the Service (such as participation in contests, sweepstakes or promotions, subscribing to a ClearGov email newsletter, subscribing to a project update, completing a workflow, permit or license request with a local government, or to contact us with an inquiry or to report a

problem), You may be asked to provide, or voluntarily provide, certain personally identifiable information, such as Your name, email address, street address, or telephone number (“Personal Information”) or sensitive Personal Information such as Your credit card information. You are not required to provide Your Personal Information, but if You don’t, You may not be able to access or use parts of the Service.

If You submit an email address or other Personal Information through a ClearGov profile or workflow affiliated with any local government agency (including but not limited to subscribing to a project update), ClearGov may share that information with the applicable agency. As a result, You may receive emails or other communication from such agency. ClearGov does not control such communication, and information You provide to such agency is not subject to this Privacy Policy.

Personal Information You Provide to an Advertiser

If You submit an email address or other Personal Information through an advertisement on the Service, ClearGov will share that information with the advertiser so that they may contact You directly. By providing Your email address or other Personal Information in or in response to an advertisement on the Service, You may receive promotional emails or other communication from the advertiser. ClearGov does not control such communication, and information You provide to any third party is not subject to this Privacy Policy.

Personal Information We Collect

We receive and store certain types of information automatically whenever You interact with the Service. ClearGov and its third-party service providers, advertisers, advertising networks and platforms, agencies and other partners (“Partners”) may collect or receive information about You or Your computer or other device used to access the Service. This information includes, without limitation, Your IP address, browser type, operating system, Internet service provider, mobile network, type of mobile device, mobile carrier, phone number, credit card information, device identifiers and settings, advertising identifiers, browser settings, pages You have visited on the Service, search activity, date and time of Your access to or use of the Service, requested and referring URLs, and Your interaction with advertising and other data when You use the Service. Please see the Cookies, Web Beacons and Similar Technologies Section below for more information about how this information is collected and used.

Different Devices and Platforms

If You access or use the Service through different devices (such as Your mobile phone and a computer) or through different platforms (such as a ClearGov App and the ClearGov Site), the information You provide and that we collect through these different devices and platforms may be cross-referenced and combined, and information and content You

provide through one platform may be displayed or accessed through other platforms that are part of the Service.

Social Media Services

If You choose to connect to or access the Service with a social networking service, such as Facebook or Twitter, we may share information about You with that service and they may share information with us, including Personal Information. You authorize us to collect, store and use that information for the purposes discussed in this Privacy Policy. Please refer to the privacy policies and terms of use for these third party services for information regarding how they use, disclose and otherwise handle Your information.

Location Information

If You download or use the Apps, or access or use the Service on a mobile device, ClearGov may receive information about Your location (such as geo-location, beacon-based location and GPS location) and Your device, which may include a unique identifier for the device. We may use this information to determine Your location and to provide You with location-based services, such as advertising, search results and other personalized content. If You do not want us to obtain information about Your location, please disable the collection of location data. Please be advised that some features will not be available if You choose to disable the collection of location data. Personal Information obtained from Your mobile device in connection with any text or push notification services may include Your cell phone number, Your carrier's name, the date, time and content of Your messages and other information You provide to us as part of these services. Most mobile devices allow You to turn off location services, usually by adjusting the settings on the device. If You have questions about how to disable location services for Your device, please contact Your mobile service carrier or the device manufacturer.

Information from Other Sources

We might receive information about You, including Personal Information, from other sources, and include and store it with other information about You. This could include, for example, information about search results and links, including sponsored links.

How We Use Your Personal Information

ClearGov and our Partners may use Your information, including Personal Information and any other information You provide or we collect to:

- Provide the Service to You, including providing technical and other support for the Service and personalizing Your experience using the Service;
- Maintain, improve and develop the Service and features and content of the Service, including research and analysis with respect to the Service;

- Communicate with You regarding the Service or with marketing messages and respond to and fulfill Your inquiries and requests, such as subscriptions to ClearGov projects;
- Administer contests and sweepstakes, and notify You if You have won;
- Enforce this Privacy Policy and the [ClearGov Terms of Service](#), address fraud and other illegal activities, including claims of copyright infringement, and protect Your safety and the safety of other users of the Service;
- The purpose(s) for which You provide the information;
- Deliver, and help advertisers and content providers deliver advertising and content that is customized to Your individual behavior or demographic, based on Your use of the Service and other online or mobile websites, apps and services, location information and inferred interests;
- Analyze Your use of the Service and the performance of, and Your interactions with, advertising and content provided on the Service and provide reports to third parties regarding use of the Service and advertising on the Service, such as showing trends regarding preferences, advertising effectiveness and user experience on the Service. These reports may include aggregate or anonymized information;
- Associate Your activity across the Service and the different devices You use, and associate any accounts You may use across the Service;
- Carry out or support promotions;
- Provide location-based aspects of the Service, advertising, search results and content, in accordance with Your location settings;
- Back-up ClearGov systems, allow for disaster recovery and enhance security of the Service;
- Comply with legal obligations; and
- As You may otherwise agree or consent.

If You provide information, including Personal Information, through the Service, in Your public profile or by posting or commenting online, such information is available to other users of the Service. ClearGov does not control use of Your Personal Information or any other information by other persons. By posting or publishing Your information on the Service, You assume the risk that the information You provide will be viewed and used by third parties.

ClearGov may also receive information about You that is publicly or commercially available, and we may combine that information with information we have collected or received by other means, including information about Your use of the Service, for any of the purposes discussed in this Privacy Policy.

ClearGov and our Partners may use “cookies” or similar technology to associate Your information with an identifier associated with Your device or browser. We may also associate cookies with Your information, including de-identified or anonymized

information, for use by ClearGov or our Partners to send advertisements and offers based on Your individual behavior and demographic information.

How We Disclose Your Information

ClearGov may disclose Your information, including Personal Information, as follows:

- We may provide Your information to our service providers or Partners who provide services to us, such as user support; marketing services; hosting; research and analytics; administration of contests and sweepstakes; sending or supporting advertising; and otherwise in connection with provision of the Service. These service providers or Partners may also share information with ClearGov that they collect or obtain from or about You in connection with their services.
- Some portions of the Sites may use framing or other techniques to serve content to You from our Partners, or otherwise provide content that is hosted by our Partners, while preserving the “look and feel” of the ClearGov Service. Please note that the information You provide or that is collected about You in any such portion of the Sites is being provided to a third-party Partner.
- In order to process a payment, ClearGov may provide information, including Your personal information, to a third-party payment processor(s). ClearGov is not responsible for any third-party payment processor’s privacy practices.
- Advertisers and other Partners may use “cookies” on or through the Service to collect the same types of information for the same purposes as ClearGov. Such third parties may be able to associate information they collect in connection with the Service with other information they have about You from other sources.
- We may share non-personally identifiable information, such as location data, advertising identifiers or other information with third parties to facilitate targeted or interest-based advertising, including advertising across devices and platforms. We may also share aggregate or anonymized information with third parties, such as advertisers or other Partners.
- Our content partners may be able to use and display public content available through the Service, including content You have provided.
- We may release Your data in response to legal process such as a court order or subpoena or a request by law enforcement or a government agency, or as otherwise required by law.
- Your data will be transferred to other business entities in connection with the sale, assignment, merger or other transfer of all or a portion of ClearGov’s business to that business entity.
- We may provide Your data in connection with any investigation, prevention or action ClearGov may take with respect to activities we believe may be illegal, or violate our [Terms of Service](#) or other policies, or an emergency that may pose a threat to Your or another person’s safety, or as necessary to protect ClearGov’s rights and property.

We will not sell Your Personal Information to any third party not affiliated with ClearGov without Your consent, except in aggregated or anonymized form or in connection with the sale or merger of ClearGov or some or all of its assets or the division responsible for applicable services, or in the unlikely event of a bankruptcy.

We may sometimes send offers to certain users on behalf of other businesses. When we do this, we do not share Your name or address with the other business without Your express consent. You can opt-out of receiving such offers as provided in the Updating and Correcting Your Information section below.

If You participate in a contest or sweepstakes, or another part of the Service sponsored by a third party, the third party may obtain or collect information about You. ClearGov does not control how any such third party uses or discloses Your information. Be sure to review such third party privacy policies to find out how they will collect, use and disclose Your information.

If You register with ClearGov and create a profile, the information You provide in Your profile and the content You submit, such as posts, photographs and videos, and comments, and classifieds and events You place, will be publicly displayed and published on the Service. Information and content You submit is subject to this Privacy Policy and our [Terms of Service](#).

Cookies, Web Beacons, and Similar Technologies

ClearGov and our Partners may use browser cookies, Flash cookies, or locally shared objects (“**LSOs**”) that operate similarly to browser cookies, “web beacons,” clear GIFs, advertising identifiers, tags, scripts and similar technologies (collectively the “**Cookies**”) in connection with Your use of the Service or third party websites, mobile applications or platforms. Such Cookies may include unique identifiers, and may be placed on Your computer’s browser or Your device, on web pages, in an email or in other locations. ClearGov and its Partners may use Cookies to recognize Your device; store Your preferences; track and collect information about user behavior, for example by counting the number of visitors to a web page, tracking open rates, clicks and forwards; prevent fraud; comply with legal requirements; and facilitate and enhance communication and interaction with the Service or with other websites or services. Cookies may be persistent or may be stored for a single session.

ClearGov, or our Partners, may also use Cookies and similar technologies to customize Your visit to or use of the Service, or to help enhance or improve the Service, for example by storing Your password or delivering relevant advertising to You when You use the Service. We may also work with our Partners to use such technologies to help them provide advertisements to You when You visit other websites or applications and to research and analyze how the Service is used and user response to and interaction with advertisements.

ClearGov may work with our Partners to synchronize unique, non-personally identifiable identifiers in order to match our identifiers with those used by our Partners. These companies may collect and use non-personally identifiable information during Your visits to or use of the Service and other websites and apps. The use of Cookies, web beacons and similar technologies by such Partners and advertisers is not in ClearGov's control and is subject to the privacy policies of such third parties.

By accessing or using the Service, You consent to such use of Cookies and other technologies, and similar technologies that may be developed in the future, by ClearGov and our Partners. You may set Your browser to disable cookies or LSOs, or to refuse certain types of Cookies or warn You before accepting Cookies. LSOs using Adobe Flash can be managed using Flash management tools on the Adobe website. However, doing so may mean that certain parts of the Service may not work for You. Further, "opting out" does not prevent the display of all advertising. Some Partners may use technologies other than Cookies to recognize Your computer or device or to collect information about Your use of the Service or other websites or services, and You may not be able to block use of such technologies. While some browsers may transmit "do not track" signals to websites and online services, ClearGov does not currently take any action or respond to such signals.

ClearGov or its Partners may use mobile Software Development Kits ("SDKs") to collect information, such as Your IDFA or Android Advertising ID, and other information about how Your device interacts with the Service. SDKs allow app developers to enable advertising, collection of data and related services and analytics in apps. ClearGov may use this technology to deliver, or to help Partners deliver, advertising through the Apps and other mobile applications and browsers based on information associated with Your device. Depending on Your device, You may be able to reset Your device's advertising identifier by accessing the privacy settings.

Third Parties

ClearGov Partners may use Cookies, widgets, SDKs, IP addresses and similar technologies when You access or use the Service or see advertisements provided through the Service for purposes such as providing You with advertising that is relevant to You, analytics purposes (for example to determine whether You later purchased a product or service in an advertisement You clicked on or took some other action), providing content from a content provider's server, and offering content or services based on the content of the pages You visit or other criteria. In some cases, because You must request content from the Partner's server or otherwise communicate directly with the Partner's server the Partner can collect Your information, such as Your IP address or browser information, as if You had visited their website or used their app directly. In connection with the foregoing, ClearGov Partners may collect information about the content or ads You viewed, how long You spent on different pages or parts of the Service, how You arrived at specific pages on the Service, and how You responded to ads that You saw. Partners may also collect information about other apps on

Your devices, the websites You visit, Your location and other information. ClearGov may also allow certain Partners, such as third-party ad servers, advertising agencies, technology vendors and providers of sponsored content to serve advertisements and collect information within the Service.

Some ClearGov Partners participate in programs intended to provide users with choices about whether and how to receive targeted advertising. You can learn more about these programs at the [Network Advertising Initiative](#) and [Digital Advertising Alliance](#) websites. Information about how Google collects and processes data is available from Google at <http://www.google.com/policies/privacy/partners>. Information about Google Analytics' currently available opt-outs is available from Google at <https://tools.google.com/dlpage/gaoptout/>. These websites are provided by third parties, not ClearGov. ClearGov does not control or operate these websites or the choices that our Partners, advertisers and others may provide through the tools offered on these websites.

Security

The security of Your Personal Information is important to us. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. However, we cannot guarantee that communication between You and ClearGov, or information stored on the Service or our servers, will be free from unauthorized access, or will never be disclosed, modified or destroyed in a way that is not consistent with this Privacy Policy. By accessing or using the Service, You assume this risk.

Protection for Children

The Service is not directed at children and ClearGov does not knowingly collect Personal Information from children under the age of 13. If we become aware that Personal Information has been collected from a child under age 13, we will take steps to delete that information as soon as possible.

Other Websites

We may provide links to third-party websites and services from within the Service. These may include government websites, merchant websites, news websites and other websites and services not controlled by ClearGov and which may have privacy policies different than ours. ClearGov is not responsible for, and does not control, the privacy practices or content of these third-party websites. When You link away and/or provide data to such third parties, You do so at Your own risk and should read the applicable privacy policies of such other websites.

Communications with ClearGov

By providing Your email address or telephone number to ClearGov, You expressly consent to receive emails or texts from us. We may use email or text to communicate with You, to send information that You have requested or to send information about other products or

services developed or provided by us; however, except as provided in the How We Disclose Your Information section above, we will not give Your email address or telephone number to another party to promote their products or services directly to You without Your consent.

Any communication, content or material You transmit to us, by email or posting on the Service or other means, including any data, questions, comments, suggestions, or the like will be treated as non-confidential and non-proprietary, unless You notify us in accordance with this Privacy Policy to delete such communications, if feasible. Furthermore, You expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication You send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

If You prefer not to receive marketing emails from us, please follow the “unsubscribe” information included in any marketing email from the Service or let us know as provided in Updating and Correcting Your Information section below. If You have signed up to receive text messages and no longer wish to receive such messages, please follow the instructions to stop the delivery of such messages, which may include replying “STOP” to the text message.

Updating and Correcting Your Information

If You are a registered user of the Service, You can remove, correct, or update Your profile information or unsubscribe from receiving marketing or other emails from ClearGov by editing Your user profile. You may also send unsubscribe or opt-out requests to us, at Support@ClearGov.com and we will process Your request promptly after receipt. We will direct third parties such as Partners who previously were provided Your information to remove Your Personal Information unless such notification is impossible or involves disproportionate effort or unless You submitted Your Personal Information to such third party directly. Notwithstanding the foregoing, we are not responsible for removing Your Personal Information from the lists of any third party, including Partners.

Do Not Sell or Share my Personal Information

Several state laws, including California’s “Shine the Light” law, the California Consumer Privacy Act of 2018, and the California Privacy Rights Act of 2020, require certain businesses to respond to requests from the residents of such states asking about practices related to disclosing Personal Information, including disclosing Personal Information to third parties for the third parties’ direct marketing purposes. In particular, certain businesses are required to have in place a policy not to disclose Personal Information to third parties for the third parties’ direct marketing purposes if the customer has opted-out of such information-sharing. ClearGov has such a policy. Further, the residents of such states have the right to be informed as to what Personal Information about them we may have, how we collected and may use that information, how long we intend to retain it for, and how to

have it corrected or deleted, as well as the right to receive a copy of such Personal Information about themselves provided their identity is verified.

If You wish to learn about the Personal Information of Yours that ClearGov may hold, how to correct or delete such information, how to limit the use of Your sensitive Personal Information, and/or opt-out of allowing ClearGov to automate the decisions regarding Your Personal Information or share Your Personal Information with third parties for the third parties' direct marketing purposes, or to find out more about Your opt-out rights, please contact us at Support@ClearGov.com or mail Your written request to ClearGov, Inc.; Attn: Legal; 2 Mill & Main, Suite 630; Maynard, MA 01754.

Terms of Service

Use of the Service, and this Privacy Policy, is subject to our [Terms of Service](#), which is incorporated herein by reference.

Changes to Privacy Policy

We reserve the right, at our discretion, to change, modify, add, or remove portions from this Privacy Policy at any time and from time-to-time. We will post any changes here and You should check back periodically for any updates. We will disclose updates in the categories of Personal Information collected from You or our intended uses of such Personal Information if such new categories or uses are incompatible with the ones that were previously disclosed in this Privacy Policy. Your continued use of the Service following the posting of any changes to this Privacy Policy means You accept such changes.

How to Contact ClearGov

If You have questions or concerns relating to this Privacy Policy or privacy for the Service, please contact us at:

- ClearGov Inc.
- 2 Mill & Main; Suite 630
- Maynard, MA 01754
- Email: Support@ClearGov.com



AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action on MAG Salary Study plan recommendations and request from elected officials and department heads. **BECERRA/MILLER**

Summary

Continuation of discussion by Court on MAG Salary Study pay plan recommendations and requests from elected officials and department heads



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to award contract IFB 2023-B12 RM 12 @ RM 3237 to Aaron Concrete Contractors, LCC., in the amount of \$2,259,026.50 and amend the budget accordingly. **SHELL/BORCHERDING**

Summary:

On January 3, 2023, the Hays County Commissioners Court authorized the Purchasing Division to advertise and solicit for bids for IFB 2023-B12 RM 12 @ RM 3237. The Purchasing Division received three(3) bids from the following companies:

Aaron Concrete Contractors, LLC \$2,259,026.50

Capital Excavation Company \$2,846,492.69

Cox Commercial Construction \$2,808,564.00

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: \$2,259,026.50

Line Item Number: 035-803-96-768.5611_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,259,027 - Increase Construction_Operating 035-803-96-768.5611_400

(\$2,259,027) - Decrease Bond General Construction 035-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2023-B12, RM 12 @ RM 3237 Intersection

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2023-B12 Final Bid Tabulation

Letter of Recommendation

(PE) Contract - IFB 2023-B12

IFB 2023-B12 RM 12 at RM 3237 Intersection
Bid Tabulation

Firm	Total Bid	Rank
Aaron Concrete Contractors, LLC	\$ 2,259,026.50	1
Capital Excavation Company	\$ 2,846,492.69	3
Cox Commercial Construction	\$ 2,808,564.00	2

February 24, 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
RM 12 at RM 3237 Intersection
Hays County Project No. 2023 B-12
Recommendation of Award

Dear Ms. Hunt,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Aaron Concrete Contractors, LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Aaron Concrete Contractors, LLC	\$2,259,026.50
2. Cox Commercial Construction	\$2,808,564.00
3. Capital Excavation Company	\$2,846,492.69

The apparent low bid was 2.8% lower than the Engineer's Estimate.

Aaron Concrete Contractors, LLC has successfully completed Texas Department of Transportation and SH 130 Concessions projects including the FM 969 turn lane and SH 130 mainlane bridge approach slab replacement projects, and is currently providing roadway construction services for Hays County on the Winters Mill Parkway at RM 3237 intersection improvements project, where the Contractor is performing similar work. Based on the quality of previous work done for TxDOT, SH 130 Concessions and currently with the County, we concur with the Design Engineer's (RPS) Recommendation of Award for the RM 12 at RM 3237 Intersection's contract to Aaron Concrete Contractors, LLC in the amount of \$2,259,026.50.

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", written in a cursive style.

Maria Castanon, P.E.

VIA E-MAIL

Cc: Commissioner Shell, Hays County, Pct. 3
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 Contractors, LP	\$2,259,026.50	1	(\$64,260.60)	-2.8%	-	-
Cox Commerical Construction	\$2,808,564.00	2	\$485,276.90	20.9%	\$549,537.50	24.3%
Capital Excavation Company	\$2,846,492.69	3	\$523,205.59	22.5%	\$587,466.19	26.0%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors, LP		Cox Commerical Construction		Capital Excavation Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100 6002	PREPARING ROW	18	STA	\$ 2,715.00	\$ 48,870.00	\$ 3,000.00	\$ 54,000.00	\$ 8,700.00	\$ 156,600.00	\$ 2,990.00	\$ 53,820.00
2	0104 6017	REMOVING CONC (DRIVEWAYS)	280	SY	\$ 22.00	\$ 6,160.00	\$ 29.00	\$ 8,120.00	\$ 130.00	\$ 36,400.00	\$ 68.00	\$ 19,040.00
3	0105 6030	REMOVING STAB BASE & ASPH PAV (8"-14")	700	SY	\$ 12.00	\$ 8,400.00	\$ 40.00	\$ 28,000.00	\$ 35.00	\$ 24,500.00	\$ 20.00	\$ 14,000.00
4	0110 6001	EXCAVATION (ROADWAY)	4073	CY	\$ 35.00	\$ 142,555.00	\$ 29.00	\$ 118,117.00	\$ 75.00	\$ 305,475.00	\$ 42.00	\$ 171,066.00
5	0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	83	CY	\$ 12.00	\$ 996.00	\$ 23.00	\$ 1,909.00	\$ 75.00	\$ 6,225.00	\$ 930.00	\$ 77,190.00
6	0160 6003	FURNISHING AND PLACING TOPSOIL (4")	3991	SY	\$ 7.00	\$ 27,937.00	\$ 8.40	\$ 33,524.40	\$ 7.00	\$ 27,937.00	\$ 8.00	\$ 31,928.00
7	0162 6002	BLOCK SODDING	3991	SY	\$ 8.00	\$ 31,928.00	\$ 6.50	\$ 25,941.50	\$ 6.50	\$ 25,941.50	\$ 7.50	\$ 29,932.50
8	0168 6001	VEGETATIVE WATERING	161	MG	\$ 40.00	\$ 6,440.00	\$ 44.00	\$ 7,084.00	\$ 20.00	\$ 3,220.00	\$ 34.00	\$ 5,474.00
9	0247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	828	CY	\$ 60.00	\$ 49,680.00	\$ 96.00	\$ 79,488.00	\$ 85.00	\$ 70,380.00	\$ 137.00	\$ 113,436.00
10	0310 6001	PRIME COAT (MULTI OPTION)	1152	GAL	\$ 6.60	\$ 7,603.20	\$ 6.50	\$ 7,488.00	\$ 5.00	\$ 5,760.00	\$ 18.00	\$ 20,736.00
11	0354 6188	PLANE ASPH CONC PAV (MICRO-MILLING (1")	4594	SY	\$ 3.00	\$ 13,782.00	\$ 3.30	\$ 15,160.20	\$ 3.00	\$ 13,782.00	\$ 12.00	\$ 55,128.00
12	0400 6008	CUT & RESTORE ASPH PAVING	40	SY	\$ 160.00	\$ 6,400.00	\$ 360.00	\$ 14,400.00	\$ 210.00	\$ 8,400.00	\$ 290.00	\$ 11,600.00
13	0401 6001	FLOWABLE BACKFILL	63	CY	\$ 300.00	\$ 18,900.00	\$ 300.00	\$ 18,900.00	\$ 300.00	\$ 18,900.00	\$ 335.00	\$ 21,105.00
14	0402 6001	TRENCH EXCAVATION PROTECTION	202	LF	\$ 7.00	\$ 1,414.00	\$ 12.00	\$ 2,424.00	\$ 30.00	\$ 6,060.00	\$ 44.00	\$ 8,888.00
15	0416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	12	LF	\$ 350.00	\$ 4,200.00	\$ 360.00	\$ 4,320.00	\$ 450.00	\$ 5,400.00	\$ 360.00	\$ 4,320.00
16	0416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	12	LF	\$ 450.00	\$ 5,400.00	\$ 420.00	\$ 5,040.00	\$ 600.00	\$ 7,200.00	\$ 420.00	\$ 5,040.00
17	0416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	14	LF	\$ 620.00	\$ 8,680.00	\$ 450.00	\$ 6,300.00	\$ 650.00	\$ 9,100.00	\$ 450.00	\$ 6,300.00
18	0420 6002	CL A CONC (MISC)	1	CY	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 7,000.00	\$ 7,000.00	\$ 2,765.00	\$ 2,765.00
19	0432 6002	RIPRAP (CONC)(5 IN)	39	CY	\$ 650.00	\$ 25,350.00	\$ 790.00	\$ 30,810.00	\$ 1,750.00	\$ 68,250.00	\$ 1,005.00	\$ 39,195.00
20	0450 6052	RAIL (HANDRAIL)(TY F)	18	LF	\$ 220.00	\$ 3,960.00	\$ 220.00	\$ 3,960.00	\$ 250.00	\$ 4,500.00	\$ 248.00	\$ 4,464.00
21	0460 6004	CMP (GAL STL 30 IN)	9	LF	\$ 350.00	\$ 3,150.00	\$ 516.00	\$ 4,644.00	\$ 425.00	\$ 3,825.00	\$ 420.00	\$ 3,780.00
22	0464 6003	RC PIPE (CL III)(18 IN)	355	LF	\$ 150.00	\$ 53,250.00	\$ 164.00	\$ 58,220.00	\$ 170.00	\$ 60,350.00	\$ 140.00	\$ 49,700.00
23	0464 6005	RC PIPE (CL III)(24 IN)	183	LF	\$ 170.00	\$ 31,110.00	\$ 217.00	\$ 39,711.00	\$ 185.00	\$ 33,855.00	\$ 143.00	\$ 26,169.00
24	0464 6007	RC PIPE (CL III)(30 IN)	173	LF	\$ 190.00	\$ 32,870.00	\$ 300.00	\$ 51,900.00	\$ 215.00	\$ 37,195.00	\$ 187.00	\$ 32,351.00
25	0464 6080	RC PIPE (ARCH) (CL V) (DES 3)	44	LF	\$ 900.00	\$ 39,600.00	\$ 480.00	\$ 21,120.00	\$ 360.00	\$ 15,840.00	\$ 430.00	\$ 18,920.00
26	0466 6132	HEADWALL (CH - PW - S) (DIA= 30 IN)	2	EA	\$ 8,750.00	\$ 17,500.00	\$ 25,000.00	\$ 50,000.00	\$ 7,500.00	\$ 15,000.00	\$ 4,170.00	\$ 8,340.00
27	0467 6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	22	EA	\$ 2,150.00	\$ 47,300.00	\$ 1,800.00	\$ 39,600.00	\$ 2,000.00	\$ 44,000.00	\$ 1,600.00	\$ 35,200.00
28	0467 6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	8	EA	\$ 3,700.00	\$ 29,600.00	\$ 2,100.00	\$ 16,800.00	\$ 2,500.00	\$ 20,000.00	\$ 2,170.00	\$ 17,360.00
29	0467 6409	SET (TY II) (30 IN) (CMP) (6: 1) (C)	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 2,900.00	\$ 5,800.00	\$ 5,500.00	\$ 11,000.00	\$ 1,680.00	\$ 3,360.00
30	0467 6540	SET (TY II) (DES 3) (RCP) (3: 1) (C)	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,650.00	\$ 1,650.00	\$ 3,200.00	\$ 3,200.00	\$ 3,070.00	\$ 3,070.00
31	0467 6542	SET (TY II) (DES 3) (RCP) (4: 1) (C)	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 1,700.00	\$ 1,700.00	\$ 3,500.00	\$ 3,500.00	\$ 3,540.00	\$ 3,540.00
32	0474 6023	PRE-CAST TRNCH DRAIN(W/OUT CONC PVMNT)	78	LF	\$ 347.00	\$ 27,066.00	\$ 550.00	\$ 42,900.00	\$ 550.00	\$ 42,900.00	\$ 310.00	\$ 24,180.00
33	0479 6004	ADJUSTING MANHOLES (SANITARY)	5	EA	\$ 2,450.00	\$ 12,250.00	\$ 2,200.00	\$ 11,000.00	\$ 6,000.00	\$ 30,000.00	\$ 1,850.00	\$ 9,250.00
34	0480 6001	CLEAN EXIST CULVERTS	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 8,400.00	\$ 8,400.00	\$ 4,000.00	\$ 4,000.00	\$ 5,100.00	\$ 5,100.00
35	0496 6004	REMOV STR (SET)	10	EA	\$ 700.00	\$ 7,000.00	\$ 550.00	\$ 5,500.00	\$ 600.00	\$ 6,000.00	\$ 310.00	\$ 3,100.00
36	0496 6007	REMOV STR (PIPE)	464	LF	\$ 30.00	\$ 13,920.00	\$ 26.00	\$ 12,064.00	\$ 60.00	\$ 27,840.00	\$ 13.00	\$ 6,032.00
37	0500 6001	MOBILIZATION	1	LS	\$ 211,026.10	\$ 211,026.10	\$ 210,000.00	\$ 210,000.00	\$ 275,000.00	\$ 275,000.00	\$ 233,800.00	\$ 233,800.00
38	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	\$ 13,000.00	\$ 78,000.00	\$ 4,500.00	\$ 27,000.00	\$ 5,000.00	\$ 30,000.00	\$ 15,000.00	\$ 90,000.00
39	0506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	50	LF	\$ 30.00	\$ 1,500.00	\$ 27.00	\$ 1,350.00	\$ 30.00	\$ 1,500.00	\$ 31.00	\$ 1,550.00
40	0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	77	LF	\$ 30.00	\$ 2,310.00	\$ 27.00	\$ 2,079.00	\$ 30.00	\$ 2,310.00	\$ 31.00	\$ 2,387.00
41	0506 6011	ROCK FILTER DAMS (REMOVE)	127	LF	\$ 12.00	\$ 1,524.00	\$ 22.00	\$ 2,794.00	\$ 25.00	\$ 3,175.00	\$ 25.00	\$ 3,175.00
42	0506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	5	SY	\$ 200.00	\$ 1,000.00	\$ 190.00	\$ 950.00	\$ 200.00	\$ 1,000.00	\$ 215.00	\$ 1,075.00
43	0506 6024	CONSTRUCTION EXITS (REMOVE)	5	SY	\$ 200.00	\$ 1,000.00	\$ 164.00	\$ 820.00	\$ 175.00	\$ 875.00	\$ 184.00	\$ 920.00
44	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	2836	LF	\$ 5.00	\$ 14,180.00	\$ 4.30	\$ 12,194.80	\$ 4.50	\$ 12,762.00	\$ 5.00	\$ 14,180.00
45	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	2836	LF	\$ 1.50	\$ 4,254.00	\$ 1.10	\$ 3,119.60	\$ 1.00	\$ 2,836.00	\$ 1.25	\$ 3,545.00
46	0508 6001	CONSTRUCTING DETOURS	420	SY	\$ 150.00	\$ 63,000.00	\$ 78.00	\$ 32,760.00	\$ 160.00	\$ 67,200.00	\$ 113.00	\$ 47,460.00
47	0512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1020	LF	\$ 25.00	\$ 25,500.00	\$ 22.00	\$ 22,440.00	\$ 45.00	\$ 45,900.00	\$ 19.00	\$ 19,380.00
48	0512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	440	LF	\$ 30.00	\$ 13,200.00	\$ 11.00	\$ 4,840.00	\$ 45.00	\$ 19,800.00	\$ 50.70	\$ 22,308.00
49	0512 6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	540	LF	\$ 20.00	\$ 10,800.00	\$ 14.00	\$ 7,560.00	\$ 35.00	\$ 18,900.00	\$ 19.00	\$ 10,260.00
50	0512 6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	360	LF	\$ 20.00	\$ 7,200.00	\$ 14.00	\$ 5,040.00	\$ 35.00	\$ 12,600.00	\$ 28.00	\$ 10,080.00
51	0512 6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1020	LF	\$ 25.00	\$ 25,500.00	\$ 11.00	\$ 11,220.00	\$ 45.00	\$ 45,900.00	\$ 16.00	\$ 16,320.00
52	0512 6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	440	LF	\$ 25.00	\$ 11,000.00	\$ 11.00	\$ 4,840.00	\$ 45.00	\$ 19,800.00	\$ 36.00	\$ 15,840.00
53	0530 6004	DRIVEWAYS (CONC)	167	SY	\$ 120.00	\$ 20,040.00	\$ 152.00	\$ 25,384.00	\$ 190.00	\$ 31,730.00	\$ 250.00	\$ 41,750.00
54	0530 6005	DRIVEWAYS (ACP)	1216	SY	\$ 110.00	\$ 133,760.00	\$ 78.00	\$ 94,848.00	\$ 110.00	\$ 133,760.00	\$ 142.00	\$ 172,672.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors, LP		Cox Commerical Construction		Capital Excavation Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
55	0531 6010	CURB RAMPS (TY 7)	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,270.00	\$ 2,540.00
56	0560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	2	EA	\$ 450.00	\$ 900.00	\$ 320.00	\$ 640.00	\$ 300.00	\$ 600.00	\$ 360.00	\$ 720.00
57	0585 6002	RIDE BONUS/DAMAGES (ITEM 341)	2000	DOL	\$ 1.00	\$ 2,000.00	\$ -	\$ -	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
58	0618 6023	CONDT (PVC) (SCH 40) (2")	223	LF	\$ 30.00	\$ 6,690.00	\$ 29.00	\$ 6,467.00	\$ 40.00	\$ 8,920.00	\$ 29.00	\$ 6,467.00
59	0618 6029	CONDT (PVC) (SCH 40) (3")	117	LF	\$ 40.00	\$ 4,680.00	\$ 40.00	\$ 4,680.00	\$ 40.00	\$ 4,680.00	\$ 40.00	\$ 4,680.00
60	0618 6047	CONDT (PVC) (SCH 80) (2") (BORE)	55	LF	\$ 60.00	\$ 3,300.00	\$ 85.00	\$ 4,675.00	\$ 120.00	\$ 6,600.00	\$ 84.00	\$ 4,620.00
61	0618 6054	CONDT (PVC) (SCH 80) (3") (BORE)	480	LF	\$ 70.00	\$ 33,600.00	\$ 93.00	\$ 44,640.00	\$ 70.00	\$ 33,600.00	\$ 92.00	\$ 44,160.00
62	0620 6007	ELEC CONDR (NO.8) BARE	1015	LF	\$ 2.00	\$ 2,030.00	\$ 2.40	\$ 2,436.00	\$ 3.00	\$ 3,045.00	\$ 2.50	\$ 2,537.50
63	0620 6008	ELEC CONDR (NO.8) INSULATED	700	LF	\$ 2.50	\$ 1,750.00	\$ 3.60	\$ 2,520.00	\$ 3.00	\$ 2,100.00	\$ 3.50	\$ 2,450.00
64	0620 6009	ELEC CONDR (NO.6) BARE	19	LF	\$ 3.00	\$ 57.00	\$ 3.60	\$ 68.40	\$ 3.50	\$ 66.50	\$ 3.50	\$ 66.50
65	0620 6010	ELEC CONDR (NO.6) INSULATED	37	LF	\$ 4.00	\$ 148.00	\$ 4.80	\$ 177.60	\$ 3.50	\$ 129.50	\$ 5.00	\$ 185.00
66	0624 6008	GROUND BOX TY C (162911)W/APRON	2	EA	\$ 2,400.00	\$ 4,800.00	\$ 2,700.00	\$ 5,400.00	\$ 2,500.00	\$ 5,000.00	\$ 2,630.00	\$ 5,260.00
67	0624 6010	GROUND BOX TY D (162922)W/APRON	4	EA	\$ 2,700.00	\$ 10,800.00	\$ 2,900.00	\$ 11,600.00	\$ 2,600.00	\$ 10,400.00	\$ 2,870.00	\$ 11,480.00
68	0628 6120	ELC SRV TY D 120/240 060(NS)AL(N)PS(U)	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00
69	0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	12	EA	\$ 775.00	\$ 9,300.00	\$ 670.00	\$ 8,040.00	\$ 650.00	\$ 7,800.00	\$ 750.00	\$ 9,000.00
70	0644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	8	EA	\$ 878.00	\$ 7,024.00	\$ 780.00	\$ 6,240.00	\$ 750.00	\$ 6,000.00	\$ 880.00	\$ 7,040.00
71	0644 6031	IN SM RD SN SUP&AM TYS80(1)SA(T-2EXT)	2	EA	\$ 1,700.00	\$ 3,400.00	\$ 1,360.00	\$ 2,720.00	\$ 1,300.00	\$ 2,600.00	\$ 1,530.00	\$ 3,060.00
72	0644 6035	IN SM RD SN SUP&AM TYS80(1)SA(U-2EXT)	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,030.00	\$ 1,030.00	\$ 950.00	\$ 950.00	\$ 1,160.00	\$ 1,160.00
73	0644 6037	IN SM RD SN SUP&AM TYS80(1)SA(U-WC)	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,740.00	\$ 1,740.00	\$ 1,700.00	\$ 1,700.00	\$ 1,970.00	\$ 1,970.00
74	0644 6076	REMOVE SM RD SN SUP&AM	20	EA	\$ 105.00	\$ 2,100.00	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 123.00	\$ 2,460.00
75	0658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	38	EA	\$ 90.00	\$ 3,420.00	\$ 58.00	\$ 2,204.00	\$ 55.00	\$ 2,090.00	\$ 65.00	\$ 2,470.00
76	0662 6063	WK ZN PAV MRK REMOV (W)4"(SLD)	8562	LF	\$ 1.00	\$ 8,562.00	\$ 1.00	\$ 8,562.00	\$ 1.00	\$ 8,562.00	\$ 0.60	\$ 5,137.20
77	0662 6075	WK ZN PAV MRK REMOV (W)24"(SLD)	66	LF	\$ 16.00	\$ 1,056.00	\$ 16.00	\$ 1,056.00	\$ 15.00	\$ 990.00	\$ 19.05	\$ 1,257.30
78	0662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	8369	LF	\$ 1.00	\$ 8,369.00	\$ 1.00	\$ 8,369.00	\$ 1.00	\$ 8,369.00	\$ 0.60	\$ 5,021.40
79	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	632	LF	\$ 2.00	\$ 1,264.00	\$ 1.70	\$ 1,074.40	\$ 2.00	\$ 1,264.00	\$ 4.30	\$ 2,717.60
80	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	137	LF	\$ 12.00	\$ 1,644.00	\$ 8.80	\$ 1,205.60	\$ 9.00	\$ 1,233.00	\$ 30.70	\$ 4,205.90
81	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	7	EA	\$ 200.00	\$ 1,400.00	\$ 166.00	\$ 1,162.00	\$ 150.00	\$ 1,050.00	\$ 246.00	\$ 1,722.00
82	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	\$ 210.00	\$ 1,470.00	\$ 202.00	\$ 1,414.00	\$ 180.00	\$ 1,260.00	\$ 340.00	\$ 2,380.00
83	0666 6090	REF PAV MRK TY I (W)(MED NOSE)(100MIL)	1	EA	\$ 530.00	\$ 530.00	\$ 514.00	\$ 514.00	\$ 560.00	\$ 560.00	\$ 1,470.00	\$ 1,470.00
84	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	220	LF	\$ 4.50	\$ 990.00	\$ 4.30	\$ 946.00	\$ 5.00	\$ 1,100.00	\$ 5.85	\$ 1,287.00
85	0666 6167	REFL PAV MRK TY II (W) 4" (BRK)	43	LF	\$ 1.00	\$ 43.00	\$ 1.40	\$ 60.20	\$ 2.00	\$ 86.00	\$ 1.25	\$ 53.75
86	0666 6170	REFL PAV MRK TY II (W) 4" (SLD)	3233	LF	\$ 0.50	\$ 1,616.50	\$ 0.50	\$ 1,616.50	\$ 0.50	\$ 1,616.50	\$ 0.70	\$ 2,263.10
87	0666 6178	REFL PAV MRK TY II (W) 8" (SLD)	632	LF	\$ 1.00	\$ 632.00	\$ 1.00	\$ 632.00	\$ 1.00	\$ 632.00	\$ 2.15	\$ 1,358.80
88	0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	137	LF	\$ 6.00	\$ 822.00	\$ 5.50	\$ 753.50	\$ 5.00	\$ 685.00	\$ 18.40	\$ 2,520.80
89	0666 6184	REFL PAV MRK TY II (W) (ARROW)	7	EA	\$ 130.00	\$ 910.00	\$ 115.00	\$ 805.00	\$ 110.00	\$ 770.00	\$ 123.00	\$ 861.00
90	0666 6192	REFL PAV MRK TY II (W) (WORD)	7	EA	\$ 150.00	\$ 1,050.00	\$ 140.00	\$ 980.00	\$ 125.00	\$ 875.00	\$ 215.00	\$ 1,505.00
91	0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	4608	LF	\$ 0.60	\$ 2,764.80	\$ 0.50	\$ 2,304.00	\$ 0.50	\$ 2,304.00	\$ 0.70	\$ 3,225.60
92	0666 6212	REFL PAV MRK TY II (Y) 12" (SLD)	220	LF	\$ 3.00	\$ 660.00	\$ 2.80	\$ 616.00	\$ 3.00	\$ 660.00	\$ 3.70	\$ 814.00
93	0666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	43	LF	\$ 2.00	\$ 86.00	\$ 1.70	\$ 73.10	\$ 2.50	\$ 107.50	\$ 1.15	\$ 49.45
94	0666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	3233	LF	\$ 1.00	\$ 3,233.00	\$ 0.90	\$ 2,909.70	\$ 1.00	\$ 3,233.00	\$ 1.15	\$ 3,717.95
95	0666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	4608	LF	\$ 1.00	\$ 4,608.00	\$ 0.90	\$ 4,147.20	\$ 1.00	\$ 4,608.00	\$ 1.15	\$ 5,299.20
96	0672 6007	REFL PAV MRKR TY I-C	44	EA	\$ 7.00	\$ 308.00	\$ 9.00	\$ 396.00	\$ 10.00	\$ 440.00	\$ 10.75	\$ 473.00
97	0672 6009	REFL PAV MRKR TY II-A-A	210	EA	\$ 7.00	\$ 1,470.00	\$ 6.80	\$ 1,428.00	\$ 10.00	\$ 2,100.00	\$ 10.75	\$ 2,257.50
98	0677 6001	ELIM EXT PAV MRK & MRKS (4")	7270	LF	\$ 1.50	\$ 10,905.00	\$ 1.30	\$ 9,451.00	\$ 1.50	\$ 10,905.00	\$ 0.70	\$ 5,089.00
99	0680 6001	INSTALL HWY TRF SIG (FLASH BEACON)	1	EA	\$ 5,800.00	\$ 5,800.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
100	0680 6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 44,000.00	\$ 44,000.00	\$ 43,400.00	\$ 43,400.00	\$ 50,000.00	\$ 50,000.00	\$ 43,100.00	\$ 43,100.00
101	0680 6004	REMOVING TRAFFIC SIGNALS	1	EA	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 2,990.00	\$ 2,990.00
102	0682 6001	VEH SIG SEC (12")LED(GRN)	9	EA	\$ 350.00	\$ 3,150.00	\$ 362.00	\$ 3,258.00	\$ 350.00	\$ 3,150.00	\$ 360.00	\$ 3,240.00
103	0682 6002	VEH SIG SEC (12")LED(GRN ARW)	3	EA	\$ 350.00	\$ 1,050.00	\$ 362.00	\$ 1,086.00	\$ 350.00	\$ 1,050.00	\$ 360.00	\$ 1,080.00
104	0682 6003	VEH SIG SEC (12")LED(YEL)	9	EA	\$ 350.00	\$ 3,150.00	\$ 362.00	\$ 3,258.00	\$ 350.00	\$ 3,150.00	\$ 360.00	\$ 3,240.00
105	0682 6004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	\$ 350.00	\$ 1,400.00	\$ 362.00	\$ 1,448.00	\$ 350.00	\$ 1,400.00	\$ 360.00	\$ 1,440.00
106	0682 6005	VEH SIG SEC (12")LED(RED)	9	EA	\$ 350.00	\$ 3,150.00	\$ 362.00	\$ 3,258.00	\$ 350.00	\$ 3,150.00	\$ 360.00	\$ 3,240.00
107	0682 6006	VEH SIG SEC (12")LED(RED ARW)	1	EA	\$ 350.00	\$ 350.00	\$ 362.00	\$ 362.00	\$ 350.00	\$ 350.00	\$ 360.00	\$ 360.00
108	0682 6018	PED SIG SEC (LED)(COUNTDOWN)	2	EA	\$ 690.00	\$ 1,380.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 790.00	\$ 1,580.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors, LP		Cox Commerical Construction		Capital Excavation Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
109	0682 6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	7	EA	\$ 160.00	\$ 1,120.00	\$ 151.00	\$ 1,057.00	\$ 180.00	\$ 1,260.00	\$ 150.00	\$ 1,050.00
110	0682 6052	BACKPLATE W/REFL BRDR(4 SEC)ALUM	1	EA	\$ 200.00	\$ 200.00	\$ 211.00	\$ 211.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00
111	0682 6053	BACKPLATE W/REFL BRDR(5 SEC)ALUM	2	EA	\$ 220.00	\$ 440.00	\$ 235.00	\$ 470.00	\$ 220.00	\$ 440.00	\$ 234.00	\$ 468.00
112	0684 6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	55	LF	\$ 3.00	\$ 165.00	\$ 1.80	\$ 99.00	\$ 3.00	\$ 165.00	\$ 1.80	\$ 99.00
113	0684 6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	384	LF	\$ 3.00	\$ 1,152.00	\$ 2.10	\$ 806.40	\$ 2.50	\$ 960.00	\$ 2.05	\$ 787.20
114	0684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1142	LF	\$ 4.00	\$ 4,568.00	\$ 2.20	\$ 2,512.40	\$ 3.00	\$ 3,426.00	\$ 2.15	\$ 2,455.30
115	0684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	552	LF	\$ 4.00	\$ 2,208.00	\$ 2.40	\$ 1,324.80	\$ 3.50	\$ 1,932.00	\$ 2.40	\$ 1,324.80
116	0686 6292	INS TRF SIG PL AM (MAST) (INSTALL ONLY)	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 5,900.00	\$ 11,800.00	\$ 2,500.00	\$ 5,000.00	\$ 5,900.00	\$ 11,800.00
117	0687 6001	PED POLE ASSEMBLY	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 4,340.00	\$ 8,680.00	\$ 1,500.00	\$ 3,000.00	\$ 4,310.00	\$ 8,620.00
118	0688 6001	PED DETECT PUSH BUTTON (APS)	2	EA	\$ 900.00	\$ 1,800.00	\$ 940.00	\$ 1,880.00	\$ 1,000.00	\$ 2,000.00	\$ 930.00	\$ 1,860.00
119	0688 6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 3,800.00	\$ 3,800.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 4,190.00	\$ 4,190.00
120	0690 6021	REMOVAL OF TIMBER POLES	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,560.00	\$ 1,560.00
121	0690 6045	REPLACE OF FLASHER CABINET	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,300.00	\$ 1,300.00	\$ 2,300.00	\$ 2,300.00	\$ 1,320.00	\$ 1,320.00
122	0690 6051	REMOVAL OF SIGNAL POLE ASSM	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,300.00	\$ 1,300.00	\$ 700.00	\$ 700.00	\$ 1,320.00	\$ 1,320.00
123	0690 6081	INSTL DOWN GUY AND ANCHOR W/GUARD	2	EA	\$ 1,510.00	\$ 3,020.00	\$ 5,400.00	\$ 10,800.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 4,800.00
124	1004 6001	TREE PROTECTION	12	EA	\$ 600.00	\$ 7,200.00	\$ 380.00	\$ 4,560.00	\$ 400.00	\$ 4,800.00	\$ 430.00	\$ 5,160.00
125	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	635	TON	\$ 130.00	\$ 82,550.00	\$ 162.00	\$ 102,870.00	\$ 130.00	\$ 82,550.00	\$ 248.00	\$ 157,480.00
126	3076 6048	D-GR HMA TY-B PG76-22	636	TON	\$ 150.00	\$ 95,400.00	\$ 180.00	\$ 114,480.00	\$ 145.00	\$ 92,220.00	\$ 270.00	\$ 171,720.00
127	3076 6072	D-GR HMA TY-D PG76-22 (EXEMPT)	48	TON	\$ 220.00	\$ 10,560.00	\$ 280.00	\$ 13,440.00	\$ 220.00	\$ 10,560.00	\$ 600.00	\$ 28,800.00
128	3081 6008	TOM-C PG76-22 SAC-B	396	TON	\$ 170.00	\$ 67,320.00	\$ 252.00	\$ 99,792.00	\$ 200.00	\$ 79,200.00	\$ 420.00	\$ 166,320.00
129	3084 6001	BONDING COURSE	691	GAL	\$ 5.50	\$ 3,800.50	\$ 5.80	\$ 4,007.80	\$ 5.00	\$ 3,455.00	\$ 18.14	\$ 12,534.74
130	3085 6001	UNDERSL COURSE	1155	GAL	\$ 6.00	\$ 6,930.00	\$ 6.50	\$ 7,507.50	\$ 5.50	\$ 6,352.50	\$ 18.14	\$ 20,951.70
131	6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	3	EA	\$ 10,500.00	\$ 31,500.00	\$ 2,720.00	\$ 8,160.00	\$ 10,000.00	\$ 30,000.00	\$ 6,900.00	\$ 20,700.00
132	6054 6002	COAXIAL CABLE	84	LF	\$ 4.00	\$ 336.00	\$ 3.60	\$ 302.40	\$ 2.50	\$ 210.00	\$ 3.60	\$ 302.40
133	6185 6005	TMA (MOBILE OPERATION)	30	DAY	\$ 300.00	\$ 9,000.00	\$ 412.00	\$ 12,360.00	\$ 500.00	\$ 15,000.00	\$ 430.00	\$ 12,900.00
134	6292 6001	RVDS (PRESENCE DETECTION ONLY)	4	EA	\$ 7,500.00	\$ 30,000.00	\$ 9,900.00	\$ 39,600.00	\$ 8,000.00	\$ 32,000.00	\$ 9,800.00	\$ 39,200.00
135	6292 6002	RVDS(ADVANCE DETECTION ONLY)	3	EA	\$ 8,000.00	\$ 24,000.00	\$ 9,900.00	\$ 29,700.00	\$ 8,200.00	\$ 24,600.00	\$ 9,800.00	\$ 29,400.00
136	6384 6014	TRENCH (COMM)	157	LF	\$ 90.00	\$ 14,130.00	\$ 56.00	\$ 8,792.00	\$ 75.00	\$ 11,775.00	\$ 62.40	\$ 9,796.80
137	6384 6015	DIRECTIONAL BORE (COMM)	1380	LF	\$ 110.00	\$ 151,800.00	\$ 93.00	\$ 128,340.00	\$ 90.00	\$ 124,200.00	\$ 104.00	\$ 143,520.00
138	6384 HC01	INNERDUCT (COMM)	1537	LF	\$ 40.00	\$ 61,480.00	\$ 4.50	\$ 6,916.50	\$ 32.00	\$ 49,184.00	\$ 5.10	\$ 7,838.70
139	6384 HC02	HANDHOLE (COMM) (ZAYO) (49 5/8" x 32 1/8" x 36")	2	EA	\$ 9,180.00	\$ 18,360.00	\$ 5,400.00	\$ 10,800.00	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00
140	6384 HC03	HANDHOLE (COMM) (FRONTIER) (36" x 60" x 36")	2	EA	\$ 7,880.00	\$ 15,760.00	\$ 5,700.00	\$ 11,400.00	\$ 6,500.00	\$ 13,000.00	\$ 6,400.00	\$ 12,800.00
141	6384 HC04	HANDHOLE (COMM) (FRONTIER) (48" x 60" x 36")	1	EA	\$ 10,150.00	\$ 10,150.00	\$ 19,300.00	\$ 19,300.00	\$ 8,500.00	\$ 8,500.00	\$ 21,700.00	\$ 21,700.00
142	7232 6015	ENCASEMENT FOR 6" SEWR LINE (BORE OR OC)	45	LF	\$ 550.00	\$ 24,750.00	\$ 540.00	\$ 24,300.00	\$ 250.00	\$ 11,250.00	\$ 300.00	\$ 13,500.00
143	7251 6001	SUBSURFACE UTIL LOCATE (OUTSIDE RDBD)	4	EA	\$ 150.00	\$ 600.00	\$ 1,200.00	\$ 4,800.00	\$ 2,200.00	\$ 8,800.00	\$ 2,480.00	\$ 9,920.00
144	7251 6002	SUBSURFACE UTIL LOCATE (WITHIN RDBD)	4	EA	\$ 3,100.00	\$ 12,400.00	\$ 3,300.00	\$ 13,200.00	\$ 5,400.00	\$ 21,600.00	\$ 3,180.00	\$ 12,720.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 2,323,287.10		\$ 2,259,026.50		\$ 2,808,564.00		\$ 2,846,492.69	
ACTUAL BID PROPOSAL					\$ 2,323,287.10		\$ 2,259,026.50		\$ 2,808,564.00		\$ 2,846,492.69	
ADJUSTMENT DIFFERENCE					\$ -		\$ -		\$ -		\$ -	

**RM 12 at RM 3237 Intersection Improvements Construction Project
Recommendation for Award
Hays County, Texas Hays County
Bid No. IFB 2023-B12**

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

Date: February 21, 2023

Ms. Stephanie Hunt
First Assistant Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78610

Dear Ms. Hunt,

Three (3) bids for the referenced project were received at the bid opening on January 26, 2023:

- Aaron Concrete, LP
- Capital Excavation Company
- Cox Commercial Construction

RPS has tabulated and reviewed the bids, and the apparent low bidder is Aaron Concrete, LP with a bid of \$2,259,026.50.

Their bid document was submitted in accordance with the requirements for the bid solicitation. We recommend award of the RM 12 at RM 3237 Intersection Improvements Construction Project to Aaron Concrete, LP for \$2,259,026.50.

Attached for reference is the bid tabulation and summary of bids. Please feel free to call me if you have any questions regarding this recommendation.

Yours sincerely,
for RPS Infrastructure, Inc



Kevin Hoffman, PE
Project Manager
kevin.hoffman@rpsgroup.com
+1 512 579 3324

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-B12 – RM 12 at RM 3237 Intersection

Article 2. Engineer of Record

The Project has been designed by RPS INFRASTRUCTURE, INC., 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 142 working 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: **\$2,259,026.50**

Two Million Two Hundred Fifty Nine Thousand Twenty Six dollars and Fifty cents

(insert words)

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 March 28th, 2023 (which is the "Effective Date" of the Contract).

HAYS COUNTY

By: _____
Ruben Becerra,
Hays County Judge

AARON CONCRETE CONTRACTOR, LLC.

By: Aaron Gabaza _____
Title: President

[CORPORATE SEAL]

Attest _____

Attest Dale Detten _____
Dale Detten
Estimator / Project Manager



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to award contract IFB 2023-B03 Robert S. Light Boulevard to Hunter Industries, Ltd. in the amount of \$1,140,202.65. **SMITH/BORCHERDING**

Summary:

On January 31, 2023, the Hays County Commissioners Court authorized the Purchasing Division to advertise and solicit for bids for IFB 2023-B03 Robert S. Light Boulevard. The Purchasing Division received two (2) bids from the following companies:

Hunter Industries, Ltd. \$1,140,202.65

Lone Star Paving \$1,502,754.55

After review of submitted bids and reference checks, it is staff's recommendation to award the contract to Hunter Industries, Ltd.

Fiscal Impact:

Amount Requested: \$1,140,202.65

Line Item Number: 020-710-00.625.5611_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2023-B03, Robert S. Light Boulevard

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

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2023-B03 Bid Tabulation

Letter of Recommendation

(PE) Contract IFB 2023-B03

IFB 2023 Robert S Light Blvd.
March 7, 2023 @ 3:00 p.m.
Bid Tabulation

Firm	Total Bid	Rank
Hunter Industries, Ltd	\$1,140,202.65	1
Lone Star Paving	\$1,502,754.55	2

March 21, 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
Robert S. Light Boulevard
Hays County Project No. 2023-B03
Recommendation of Award

Dear Ms. Hunt,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid Hunter Industries, Ltd. was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Hunter Industries, Ltd.	\$1,140,202.65
2. Lone Star Paving Company	\$1,502,754.55

The apparent low bid was 21% lower than the Engineer's Estimate.

Hunter Industries, Ltd. has successfully completed previous projects including FM 621 widening, FM 1322 pavement full depth repair, FM 725 safety and rehabilitation, and I-35 at FM 306 interchange reconstruction, where the Contractor performed similar work. Based on the quality of previous work done for the Texas Department of Transportation (TxDOT) South Travis Area Office, TxDOT Bastrop Area Office, and TxDOT New Braunfels Area Office, we concur with the Design Engineer's (BGE, Inc.) Recommendation of Award for the Robert S. Light Boulevard contract to Hunter Industries, Ltd. in the amount of \$1,140,202.65.

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", written in a cursive style.

Maria Castanon, P.E.

VIA E-MAIL

Cc: Commissioner Smith, Hays County, Pct. 4
Jerry H. Borcharding P.E., Hays County Transportation Director
Winton Porterfield, Hays County Transportation Director
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 (%)
Hunter Industries Ltd.	\$1,140,202.65	1	(\$303,644.32)	-21.0%	-	-
Lone Star Paving	\$1,502,754.55	2	\$58,907.58	4.1%	\$362,551.90	31.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Hunter Industries Ltd.		Lone Star Paving	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	44.5	STA	\$ 1,000.00	\$ 44,500.00	\$ 777.00	\$ 34,576.50	\$ 315.00	\$ 14,017.50
2	104 6015	REMOVING CONC (SIDEWALKS)	100	SY	\$ 15.00	\$ 1,500.00	\$ 28.00	\$ 2,800.00	\$ 20.00	\$ 2,000.00
3	104 6022	REMOVING CONC (CURB AND GUTTER)	1000	LF	\$ 10.00	\$ 10,000.00	\$ 14.00	\$ 14,000.00	\$ 9.50	\$ 9,500.00
4	110 6001	EXCAVATION (ROADWAY)	100	CY	\$ 14.00	\$ 1,400.00	\$ 28.00	\$ 2,800.00	\$ 70.00	\$ 7,000.00
5	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	100	CY	\$ 14.00	\$ 1,400.00	\$ 28.00	\$ 2,800.00	\$ 83.00	\$ 8,300.00
6	134 6001	BACKFILL (TY A)	6	STA	\$ 250.00	\$ 1,500.00	\$ 207.00	\$ 1,242.00	\$ 925.00	\$ 5,550.00
7	163 6001	BROADCAST SEED (PERM)(RURAL)(SANDY)	977	SY	\$ 1.00	\$ 977.00	\$ 0.51	\$ 498.27	\$ 0.55	\$ 537.35
8	351 6013	FLEX PAVEMENT STRUCTURE REPAIR (4")	1500	SY	\$ 50.00	\$ 75,000.00	\$ 43.63	\$ 65,445.00	\$ 68.00	\$ 102,000.00
9	354 6048	PLANE ASPH CONC PAV (3")	29443	SY	\$ 4.00	\$ 117,772.00	\$ 3.23	\$ 95,100.89	\$ 6.00	\$ 176,658.00
10	400 6005	CEM STABIL BKFL	9	CY	\$ 110.00	\$ 990.00	\$ 352.42	\$ 3,171.78	\$ 400.00	\$ 3,600.00
11	432 6001	RIPRAP (CONC)(4 IN)	6	CY	\$ 500.00	\$ 3,000.00	\$ 1,548.49	\$ 9,290.94	\$ 815.00	\$ 4,890.00
12	432 6045	RIPRAP (MOW STRIP)(4 IN)	17	CY	\$ 650.00	\$ 11,050.00	\$ 1,062.35	\$ 18,059.95	\$ 600.00	\$ 10,200.00
13	464 6017	RC PIPE(CL IV)(18 IN)	36	LF	\$ 130.00	\$ 4,680.00	\$ 116.55	\$ 4,195.80	\$ 240.00	\$ 8,640.00
14	467 6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	2	EA	\$ 1,350.00	\$ 2,700.00	\$ 2,936.37	\$ 5,872.74	\$ 2,750.00	\$ 5,500.00
15	500 6001	MOBILIZATION	1	LS	\$ 131,258.82	\$ 131,258.82	\$ 105,033.85	\$ 105,033.85	\$ 95,250.00	\$ 95,250.00
16	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	\$ 9,500.00	\$ 28,500.00	\$ 6,264.71	\$ 18,794.13	\$ 30,000.00	\$ 90,000.00
17	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	80	LF	\$ 5.00	\$ 400.00	\$ 6.25	\$ 500.00	\$ 6.50	\$ 520.00
18	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	80	LF	\$ 1.00	\$ 80.00	\$ 1.88	\$ 150.40	\$ 2.00	\$ 160.00
19	529 6008	CONC CURB & GUTTER (TY II)	1000	LF	\$ 25.00	\$ 25,000.00	\$ 47.24	\$ 47,240.00	\$ 30.00	\$ 30,000.00
20	531 6002	CONC SIDEWALKS (5")	100	SY	\$ 70.00	\$ 7,000.00	\$ 104.90	\$ 10,490.00	\$ 118.00	\$ 11,800.00
21	540 6001	MTL W-BEAM GD FEN (TIM POST)	150	LF	\$ 30.00	\$ 4,500.00	\$ 27.95	\$ 4,192.50	\$ 27.00	\$ 4,050.00
22	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,667.05	\$ 3,334.10	\$ 1,600.00	\$ 3,200.00
23	540 6033	MTL BM GD FEN (LONG SPAN SYSTEM)	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,550.14	\$ 3,100.28	\$ 1,500.00	\$ 3,000.00
24	542 6001	REMOVE METAL BEAM GUARD FENCE	350	LF	\$ 4.00	\$ 1,400.00	\$ 5.95	\$ 2,082.50	\$ 5.75	\$ 2,012.50
25	544 6001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 3,725.97	\$ 7,451.94	\$ 3,600.00	\$ 7,200.00
26	662 6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	987	EA	\$ 1.20	\$ 1,184.40	\$ 1.60	\$ 1,579.20	\$ 1.65	\$ 1,628.55
27	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100 MIL)	237	LF	\$ 1.50	\$ 355.50	\$ 1.97	\$ 466.89	\$ 4.50	\$ 1,066.50
28	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	6	EA	\$ 180.00	\$ 1,080.00	\$ 203.14	\$ 1,218.84	\$ 175.00	\$ 1,050.00
29	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	2	EA	\$ 200.00	\$ 400.00	\$ 239.88	\$ 479.76	\$ 250.00	\$ 500.00
30	666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	1627	LF	\$ 1.00	\$ 1,627.00	\$ 1.30	\$ 2,115.10	\$ 1.25	\$ 2,033.75
31	666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	8668	LF	\$ 1.00	\$ 8,668.00	\$ 0.96	\$ 8,321.28	\$ 1.00	\$ 8,668.00
32	666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	7650	LF	\$ 1.00	\$ 7,650.00	\$ 0.96	\$ 7,344.00	\$ 1.00	\$ 7,650.00
33	666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	178	LF	\$ 6.00	\$ 1,068.00	\$ 5.29	\$ 941.62	\$ 7.75	\$ 1,379.50
34	672 6009	REFL PAV MRKR TY II-A-A	120	EA	\$ 5.00	\$ 600.00	\$ 8.00	\$ 960.00	\$ 7.75	\$ 930.00
35	672 6010	REFL PAV MRKR TY II-C-R	20	EA	\$ 5.00	\$ 100.00	\$ 13.45	\$ 269.00	\$ 7.75	\$ 155.00
36	3062 6002	COMPOSITE GEOGRID FOR ASPHALT OVERLAY	29443	SY	\$ 3.75	\$ 110,411.25	\$ 2.61	\$ 76,846.23	\$ 3.50	\$ 103,050.50
37	3076 6048	D-GR HMA TY-D PG76-22	3239	TON	\$ 145.00	\$ 469,655.00	\$ 96.80	\$ 313,535.20	\$ 137.00	\$ 443,743.00
38	3076 6066	TACK COAT	5889	GAL	\$ 5.00	\$ 29,445.00	\$ 4.09	\$ 24,086.01	\$ 3.85	\$ 22,672.65
39	3081 6007	TOM-C PG76-22 SAC-A	1609	TON	\$ 180.00	\$ 289,620.00	\$ 124.50	\$ 200,320.50	\$ 175.00	\$ 281,575.00
40	3081 6015	TACK COAT	2355	GAL	\$ 5.00	\$ 11,775.00	\$ 10.23	\$ 24,091.65	\$ 3.85	\$ 9,066.75
41	6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 11,000.00	\$ 22,000.00	\$ 7,701.90	\$ 15,403.80	\$ 6,000.00	\$ 12,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 1,443,846.97		\$ 1,140,202.65		\$ 1,502,754.55	
ACTUAL BID PROPOSAL							\$ 1,140,202.65		\$ 1,502,754.55	
ADJUSTMENT DIFFERENCE							\$ -		\$ -	



March 20, 2023

Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

**RE: Bid Opening and Recommendation of Award
Robert S. Light**

Dear Hays County:

The bid opening for Hays County, Robert S. Light was conducted on Wednesday March 8, 2023. Two (2) bids were received for Robert S. Light and the bid tabulation is attached for information. Hunter Industries LTD. is the apparent low responsive bidder for this project. Contractors for this project were subject to the minimum qualifications outlined in the Project Manual and the apparent low responsive bidder meets those qualifications.

Based solely on the bids, as submitted, it is hereby recommended that the bid and construction contract for the project referenced above be awarded to Hunter Industries LTD. Please let us know if you have questions or are in need of additional information.

Sincerely,
BGE, Inc.

A handwritten signature in black ink that reads "Erin N. Gonzales".

Erin Gonzales, PE
Project Manager

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B03 Robert S. Light Boulevard

Respondent Name:	Hunter Industries, Ltd.
Company to be contacted as a Reference:	TxDOT New Braunfels Area Office
Name & Title of Designated Reference:	Will Lockett, P.E, Area Engineer
Contact Number for Designated Reference:	(830) 609-0707
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 Robert S. Light Boulevard project and checking vendor references. Your name and number were provided to us as a reference for Hunter Industries, Ltd.

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?
Over ten years.
- What is the approximate annual value of the vendor's contract?
Total value of contract: \$12.0 million (FM 725); \$20 million (I-35 at FM 306)
- Did the vendor stay within budget? ☒ Yes ☐ No
FM 725 project is currently on budget. Vendor provided "Various" for Scope & Duration of Contract. Reference provided is for FM 725 safety/rehabilitation from Zipp Road to FM 78 and I-35 at FM 306 interchange reconstruction.
- 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 For both projects.
 - 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 For both projects.
 - How satisfied was your organization with the vendor's ability to resolve problems?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond For both projects.

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond For both projects.

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond For both projects.

6. Do you have any Comments? ☐ Yes ☒ No

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	March 20, 2023 3:41 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:

Telephone Interview Reference Check

IFB 2023-B03 Robert S. Light Boulevard

Solicitation Number & Name: _____

Respondent Name:	Hunter Industries, Ltd.
Company to be contacted as a Reference:	TxDOT Bastrop Area Office
Name & Title of Designated Reference:	Diana K. Schulze, P.E., Area Engineer
Contact Number for Designated Reference:	(512) 308-4468
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. We are currently evaluating vendor proposals for Robert S. Light Boulevard and checking vendor references. Your name and number were provided to us as a reference for Hunter Industries, Ltd.

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?
6 to 9 months within last year.

3. What is the approximate annual value of the vendor's contract?
Total value of contract: \$4,094,875.14.

4. Did the vendor stay within budget? ☒ Yes ☐ No
Vendor provided "Various" for Scope & Duration. Reference provided is for FM 1322 project from FM 20 in Lockhart to US 183 in Luling (full depth repair, level up, 2" structural overlay and seal coat).

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:	03/13/23 10:52 AM; follow-up by email 03/14/23 8:45 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

IFB 2023 B-03 Robert S. Light Boulevard

Solicitation Number & Name: _____

Respondent Name:	Hunter Industries, Ltd.
Company to be contacted as a Reference:	TxDOT South Travis Area Office
Name & Title of Designated Reference:	William Semora, Jr., P.E., Area Engineer
Contact Number for Designated Reference:	(512) 282-2401; updated to (512) 282-2113
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 Robert S. Light Boulevard and checking vendor references. Your name and number were provided to us as a reference for Hunter Industries, Ltd.

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?
10 years.

3. What is the approximate annual value of the vendor's contract?

Total value of contract: \$2.96 million.

4. Did the vendor stay within budget? ☒ Yes ☐ No
Project is currently on budget.
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:

Vendor provided "Various" for Scope & Duration of Contract.
Reference provided is for FM 621 widening project (southeast of Picasso Drive to southeast of Old Bastrop Highway) currently under construction.

- 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:	3/13/2023 4:55 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 **HUNTER INDUSTRIES, LTD.** (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-B03 – Robert S Light Blvd

Article 2. Engineer of Record

The Project has been designed by BGE, Inc., 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 44 working 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 (insert words): **\$1,140,202.65**
One Million One hundred Forty Thousand Two Hundred Two Dollars and Sixty Five 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 - Omitted
- 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 2 to 2, 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 March 28th, 2023 (which is the "Effective Date" of the Contract).

HAYS COUNTY

By: _____
Ruben Becerra,
Hays County Judge

HUNTER INDUSTRIES, LTD.

By: John R. Weisman
Title: John R. Weisman - President
Hunter Industries, Management
Company, L.C. General Partner

[CORPORATE SEAL]

Attest _____

Attest Charles D. [Signature]



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 1500 Quail Run, San Marcos, TX. SHELL/PACHECO

Summary

The property owner of 1500 Quail Run, San Marcos in Precinct 3 has applied for a development authorization to install an Non-Single Family Residence On-Site Sewage Facility System. Water utility will be accomplished with a Private Well. The owner is requesting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations." The owner is requesting the variance to the rule to allow for the issuance of the authorization to construct which would enable the construction of the system to commence while the review process of the subdivision plat is taking place.

Attachments

Variance Request
Location Map
Preliminary Plan



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

OSSF Variance Request Form

Overview:

The OSSF Variance Request Form shall be used in conjunction with an On-Site Sewage Facility Application when seeking a variance from a regulation adopted by Hays County. The decision to approve or deny a variance is at the full discretion of Hays County Development Services and/or the Hays County Commissioners Court.

Instructions:

The Variance Request Form shall be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Submittal of a Variance Request Form does not guarantee approval of any variance from a regulation adopted by Hays County.

Fee:

Type I – Administrative Variance - \$100

Type II – Commissioners Court Determination Variance - \$500

Definitions:

Applicant – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

Owner(s) – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

Variance – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

Owner Information:

Business Name: _____
Owner Name: _____
Owner Address: _____
Primary Phone: _____ Secondary Phone: _____
Primary E-mail: _____ Secondary E-mail: _____

Applicant Information (if not the owner):

Applicant Name: _____
Applicant Address: _____
Primary Phone: _____ Secondary Phone: _____
Primary E-mail: _____ Secondary E-mail: _____

Property Information:

Subdivision Name: _____
Phase: _____ Section: _____ Block: _____ Lot: _____
If not located in a subdivision,
Survey / Abstract: _____
Recorded (Vol/Page/Instrument): _____
Hays Central Appraisal District Property ID “R” Number: _____
Hays County Commissioner Precinct: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Type of Variance (check all that apply):

- ☐ Variance to the Hays County Rules for On-Site Sewage Facilities
- ☐ Variance to Title 30 of the Texas Administrative Code, Chapter 285
- ☐ Variance to the Hays County Development Services Fee Schedule

Variance Justification:

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of regulation being requested	Reason for Variance

Equal Protection Information

1. Describe how equal protection is being achieved for each regulation being appealed.

Chapter / Section of regulation being requested	Equal Protection Description

Attach an On-Site Sewage Facility Design

1. On-Site Sewage Facility Design – A complete set of plans with a site evaluation.

Acknowledgement:

I hereby certify that I have submitted an application in compliance with the Hays County Rules for On-Site Sewage Facilities and other applicable local, state, and federal laws. I understand this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

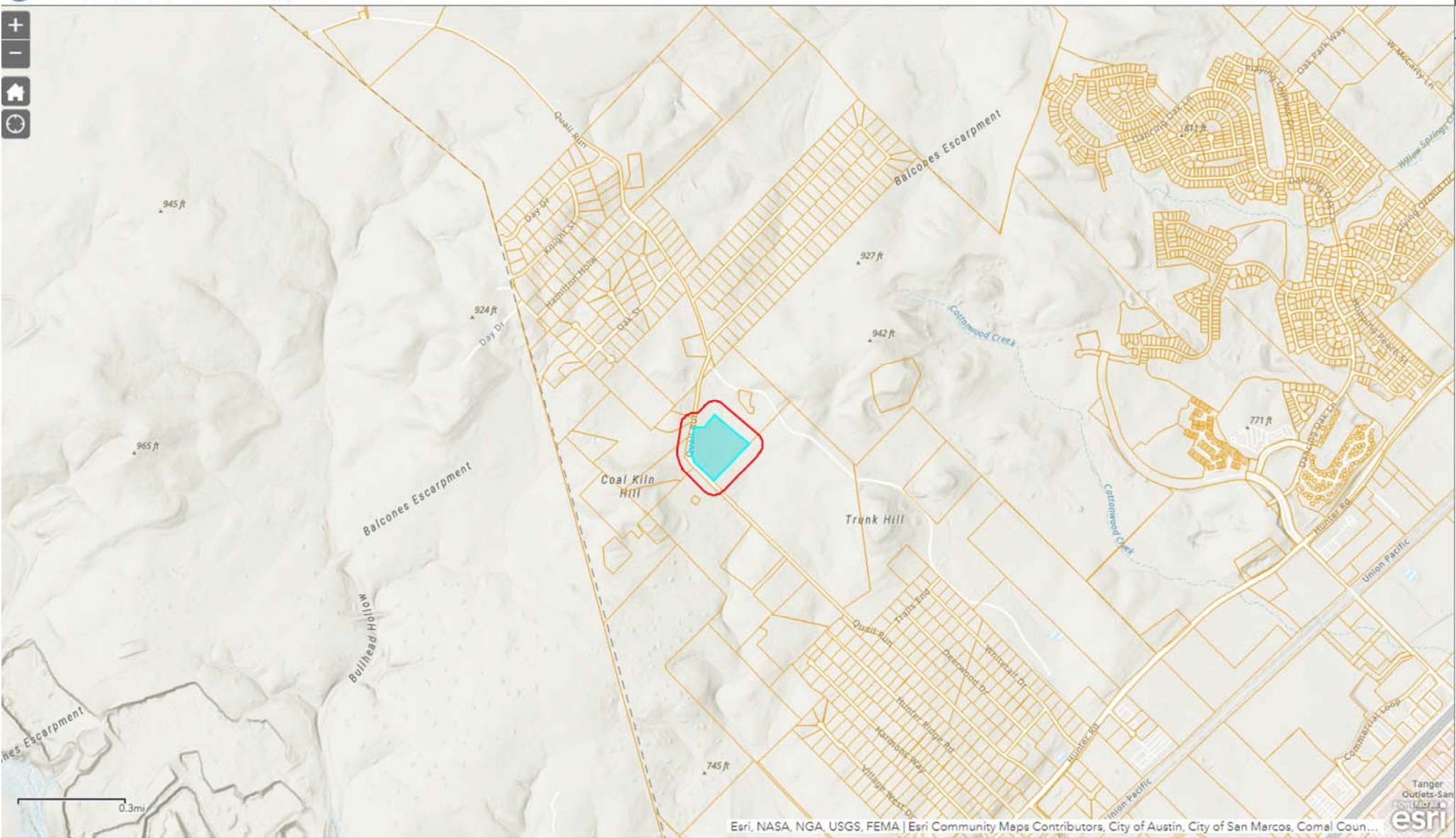
Owner’s / Applicant’s Certification:

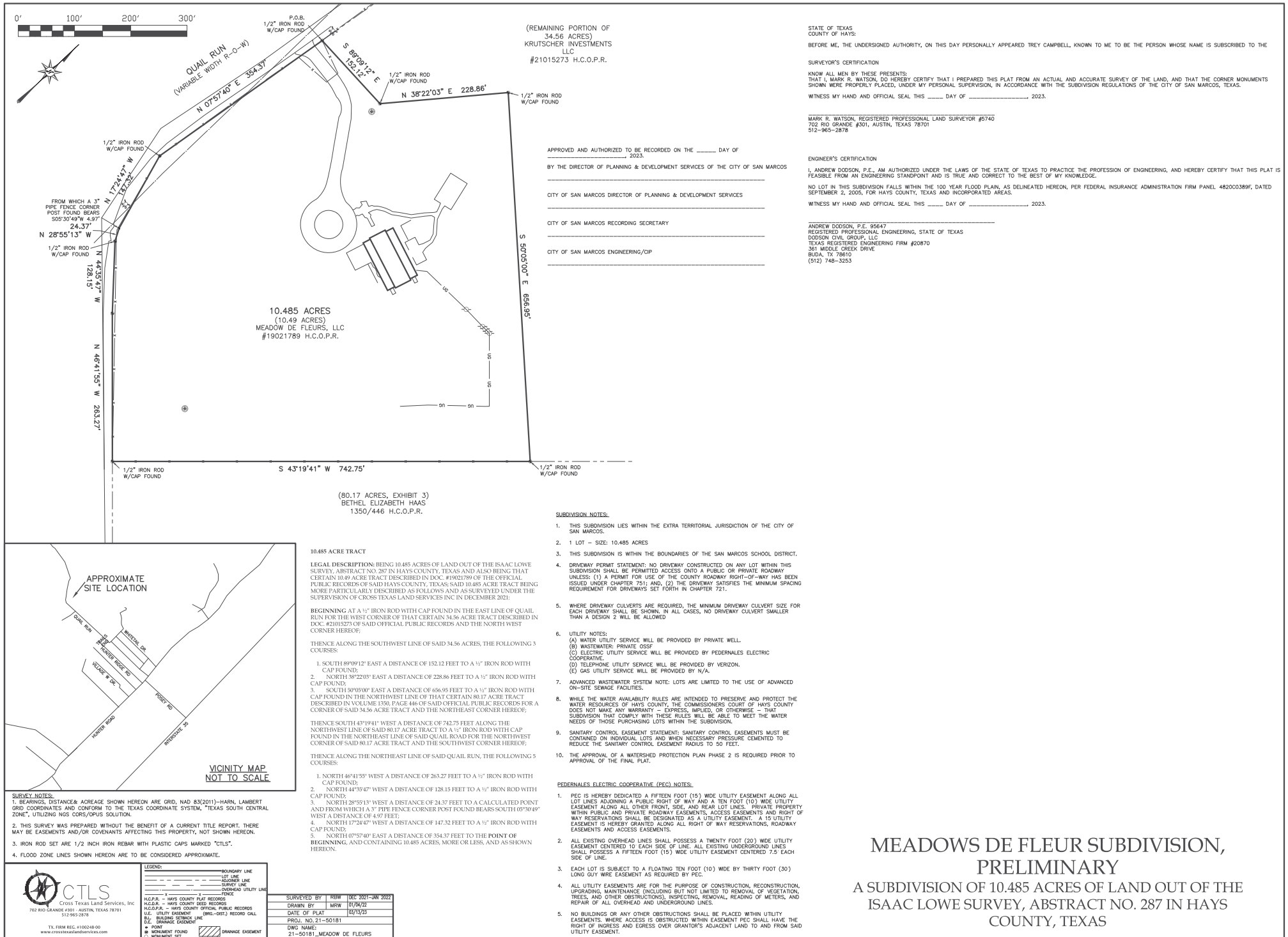
I hereby certify that I have carefully read and completed this Request Form. All information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request. If not the owner, I attest to have written confirmation from the owner of the property to submit an application and Variance Request Form on his/her behalf.

Date: _____

Print Owner / Applicant Name: _____

Owner / Applicant Signature: Jon Thompson





MEADOWS DE FLEUR SUBDIVISION,
PRELIMINARY
A SUBDIVISION OF 10.485 ACRES OF LAND OUT OF THE
ISAAC LOWE SURVEY, ABSTRACT NO. 287 IN HAYS
COUNTY, TEXAS



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and CT Electric for Countywide Electrical Services, pursuant to RFP 2023-P04. **BECERRA/T.CRUMLEY**

Summary:

On March 14, 2023, the Commissioners Court awarded RFP 2023-P04 Countywide Electrical to CT Electric to provide electrical services countywide.

Fiscal Impact:

Amount Requested: Per contract pricing

Line Item Number: Various .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 2023-P04 Countywide Electrical

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Contract RFP 2023-P04

Exhibit A - CT Electric Proposal

Exhibit B - RFP 2023-P04

**AGREEMENT FOR COUNTYWIDE ELECTRICAL
RFP: 2023-P04**

This Agreement for COUNTYWIDE ELECTRICAL SERVICES (the "Service Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and CT Electric (the "Contractor").

WHEREAS, the County desires to enter into the Service Contract for the service of ELECTRICAL (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide electrical repair services to various County-owned or County-occupied locations throughout Hays County in accordance with the proposal specifications and Statement of Work ("SOW") detailed in RFP 2023-P04 which is attached hereto and incorporated herein as *Exhibit "B"*; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Service Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

TERM OF CONTRACT: The term of this Service Contract shall be for an initial period of one (1) year, commencing upon award and execution of contract by the Commissioners Court, with four (4) additional one (1) year annual renewals, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with the Notices section below.

TERMINATION: Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with the Notices section below.

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Service Contract.

HOLIDAYS: Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

APPROPRIATION OF FUNDS: In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.

TERMINATION BY DEFAULT: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.

GOVERNING LAW AND VENUE: Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

NOTICES: Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Becerra
111 East San Antonio Street, Suite 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:

RFP 2023-P04 Countywide Electrical

Hays County Countywide Operations
Attn: Tammy Crumley
101 Thermon Drive
San Marcos, TX 78666
Phone: (512) 749-1155

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666
Phone: (512) 393-2283

TO CT ELECTRIC

SI Mechanical, LLC
Attn: Johnny Homan
PO Box 1185
Lockhart, TX 78644
Phone: (512) 87-9438

SERVICES TO BE INCLUDED:

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace electrical issues at all locations, to original design specifications or conditions acceptable to Hays County. The Contractor will perform all required administration, management, and quality assurance to ensure proper execution of repair and new projects. All work performed shall be coordinated with the Hays County Representative as applicable to the location of the work and pursuant to RFP 2023-P04 and the awarded proposal submitted by CT ELECTRIC, which is attached hereto and incorporated herein as *Exhibit "A"*.

WORK ORDERS FOR REPAIR SERVICE AND NEW INSTALLATION:

1. When the County has a need for services to be performed in connection with any countywide electrical services, the County representative will issue a work order to the Contractor specifying the work to be performed. Work orders will be submitted to the Contractor via email from the County. Upon receipt of the work order, the Contractor must schedule a site visit and develop a cost estimate for the requested work order and submit the cost estimate to the County via email; however, the County's request for the Contractor's cost estimate will not create a binding obligation on the part of the County to have any work order completed by the Contractor. Contractor's cost estimate shall be based on pricing cited in RFP 2023-P04, which is attached hereto and incorporated herein as *Exhibit "A"*.
2. In the event that the Contractor fails to respond to the work order with an acceptable cost estimate within twenty-four (24) hours of the work order being submitted to the Contractor, the County may cancel the work order and proceed to have another contractor perform the desired services. The County may terminate this Service Contract if the

Contractor fails to timely respond to more than six (6) work orders in a one (1) year period.

3. The Contractors cost estimate must be divided into: (a) the sum for materials to be incorporated into the project with any contractual markup outlined, (b) service or hourly labor costs broken down by hourly rate as outlined in the proposal, and (c) the sum of any other materials, overhead, trip charges, etc.
4. Upon the County and Contractor agreeing that the Contractor will perform the work order, the County will give written notice to the Contractor to move forward with the work order. The Contractor must then perform and complete the work order within a timely manner. If at any point while completing the work order the Contractor realizes that the actual cost will have a difference of more than \$500 given in the cost estimate, the Contractor must stop work immediately and notify the County. Only upon written approval from an authorized County representative, may the Contractor move forward with the work order.
5. Once the work order is completed to the satisfaction of the County, the Contractor must deliver an invoice for the completed work order to the County within seven (7) business days.
6. Contractor is not to combine multiple work orders onto one invoice. Each work order requires a separate invoice.

ENTIRE AGREEMENT: This Service Contract contains the entire agreement between the parties. All prior negotiations between parties are merged in this Service Contract, and there are no understandings or agreements other than those incorporated herein. This Service Contract may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Service Contract will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Service Contract as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra
Hays County Judge _____

Date: _____

CT ELECTRIC

By:  _____
Johnny Homan
Owner

Date: 3/23/23

EXHIBIT A
CT Electric Proposal

EXHIBIT B

RFP 2023-P04 Countywide Electrical

CT Electric
PO BOX 1185
Lockhart, TX 78644
512-878-9438

Proposal

For

RFP # 2023-P04
Countywide Electrical Services
February 23rd, 2023 at 11:00 AM

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

Table of Contents

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TAB B (Page 5) – Key Personnel, Office location

TAB C (Page 8) – Prior Work Performance

TAB D (Page 16) – Quality Assurance and Safety

TAB E – Appendix Materials

Financial:

Revenues

- *Annual revenue totals and percent change per year;*

CT Electric

Annual Revenue Totals

For the Periods between January 2020 and December 2021

<i>Calendar Year</i>	<i>Jobs Per Year</i>	<i>Gross Revenue Totals</i>
<i>2022</i>	<i>357</i>	<i>\$733,000</i>
<i>2021</i>	<i>322</i>	<i>\$1,661,544</i>
<i>2020</i>	<i>182</i>	<i>\$891,021</i>

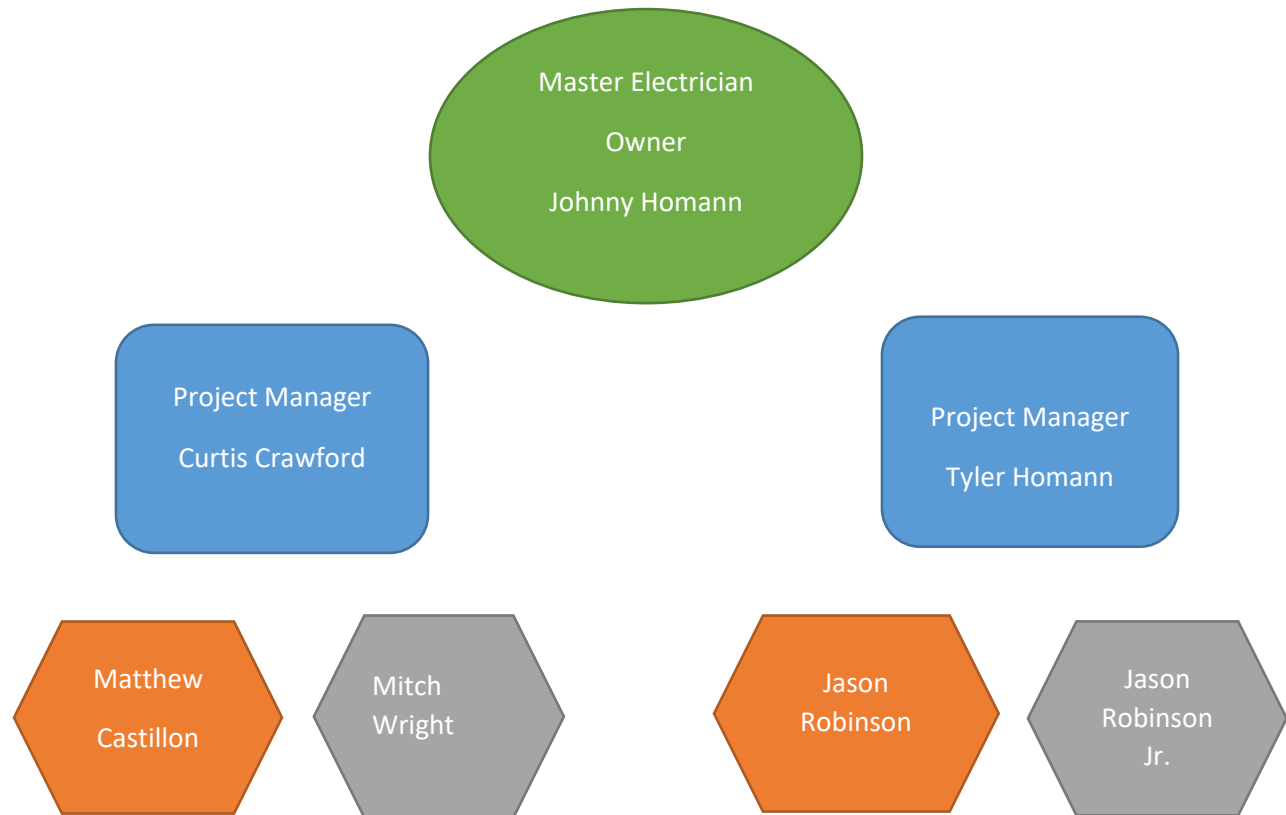
2. Experience

CT Electric has been working with the City of San Marcos, Texas State University and various JOC/IDIQ contractors for over ten years in and around Hays County. These firms include but are not limited to TFL Inc., Great Location Reality, Sights and Sounds, and Res Life. We are currently providing day to day electrical services to the City of San Marcos for all their Facilities and Parks, whether it be a simple bulb and ballast replacement or larger charging stations, generators and transformers.

CT Electric has both currently and previously provided services to Government Agencies by self-performing anything from new electrical construction, remodels, Switch Gear, Underground utilities, panels, and breakers to simple Led retrofits, bad switches, failing motion detectors to light bulb replacements. These projects include full remodels to multiple classroom and renovations, as well as lab, office and dorm renovations. We have also performed a full scope of exterior remodels and renovations in Parks and for building security. Working extensively in both the City, on campus and satellite properties/facilities such as Freeman Ranch, Athletics, Res Life, UDC and Round Rock school of Nursing. Currently we have two Electricians dedicated to service calls and work orders in the City alone and wish to expand this side of the business.

We are familiar with student and citizen safety, scheduling around employees, staff and class hours, phasing jobs in order to relocate employees, maintaining specific dates to accommodate owner timeline and owner furnished items. We are known for our flexibility, having the ability to adjust to the actual work site conditions and hours. We are no strangers to the Holiday and summer schedules, and welcome the workload. Our team is communicative and open minded to scheduling, cost effective measures and above all quality work.

I, Johnny Homann, have had the privilege to employ and work with a group of people that puts hard work, morality, ethics and quality first. A TEAM of true over achievers that are leaders themselves



<i>Team Member</i>	<i>Years Experience</i>	<i>Position</i>	<i>Other Duties</i>
<i>Johnny Homann scheduler</i>	<i>36</i>	<i>Owner/PM</i>	<i>Estimator, Master Electrician,</i>
<i>Curtis Crawford Control</i>	<i>34</i>	<i>MEP's PM</i>	<i>Journeyman, Safety, Quality</i>
<i>Tyler Homann</i>	<i>4</i>	<i>Exterior MEP's PM</i>	<i>Quality and Safety</i>
<i>Jason Robinson</i>	<i>4</i>	<i>Apprentice</i>	<i>Electrician, operator and safety</i>
<i>Matthew Castillo</i>	<i>16</i>	<i>Apprentice</i>	<i>Electrician, operator and safety</i>
<i>Jason Robinson Jr.</i>	<i>4</i>	<i>Apprentice</i>	<i>Electrician, operator and safety</i>
<i>Mitch Wright</i>	<i>5</i>	<i>Apprentice</i>	<i>Electrician, operator and safety</i>

Local Office:

CT Electric.

1920 Old Ranch Road 12

San Marcos, Texas 78666

With our business being conveniently located in San Marcos and the majority of our personnel residing within a 15 mile radius of our office we are not only available during normal business hours but for emergencies 24/7. A normal business day starts at 6:30am and ends around 6:30pm Monday thru Friday but generally carries into Saturday during the summers, and Holidays. We understand that emergencies related to power can happen at the most inopportune times, and that these facilities are paramount to the community and its safety, which in turn require us to understand the commitment and communication required for this contract. Therefore, during emergencies or not we have always been available 24/7 as noted per our references.

Services:

CT Electric specializes in electrical services calls, repairs, maintenance, remodels and new construction. We try to maintain a small customer base in order to provide the best service possible. We are used to trouble shooting issues with clients since our staff is so knowledgeable and detail oriented. We perform service calls ranging from \$150 to thousands of dollars with no job being too small or large for our capabilities.

<i>Service Call Classification</i>	<i>Pricing / Response time</i>
<i>Emergency</i>	<i>Response time 30min.</i> <i>Materials = Cost plus 15%</i> <i>Master Electrician = \$70 an hour</i> <i>Journey Electrician = \$55 an hour</i> <i>Apprentice = \$40 an hour</i>
<i>Outages / Power Failures</i>	<i>Response time 30min.</i> <i>Materials = Cost plus 15%</i> <i>Master Electrician = \$70 an hour</i> <i>Journey Electrician = \$55 an hour</i> <i>Apprentice = \$40 an hour</i>
<i>Urgent</i>	<i>Response time 2 hours</i> <i>Materials = Cost plus 15%</i> <i>Master Electrician = \$70 an hour</i> <i>Journey Electrician = \$55 an hour</i> <i>Apprentice = \$40 an hour</i>
<i>Routine</i>	<i>Response time 1 business day</i> <i>Materials = Cost plus 15%</i> <i>Master Electrician = \$70 an hour</i> <i>Journey Electrician = \$55 an hour</i> <i>Apprentice = \$40 an hour</i>
<i>Utility Services</i>	<i>Response time 1 business day</i> <i>Materials = Cost plus 15%</i> <i>Master Electrician = \$70 an hour</i> <i>Journey Electrician = \$55 an hour</i> <i>Apprentice = \$40 an hour</i>

Texas State University

Project Name:

Engineering and Science Parking Lot

Contract Delivery Method:

Major Subcontractor for TFL Inc.

Contract Amount:

\$165,000.00

Start Finish Date:

10/1/19 thru 2/1/20

Description of work performed:

- *Build new electrical service, contactors, relays and disconnects for Pole lights and EV charging stations to include wiring*
- *Excavation for electrical, install of conduit and junction boxes*
- *Purchase and install of 30 new LED pole lights*
- *Emergency Blue phone installation*
- *Install and set up of car charging stations*

Project Manager:

Johnny Homann

512-878-9438

Reference:

Owner Project Manager

Mark Liggett, CCA

Texas State University

830-302-0669



Sights and Sounds

Project Name:

Sights and sounds

Contract Delivery Method:

General Contractor

Contract Amount:

\$98,000

Start Finish Date:

11/06/22- 1/1/2023

Description of work performed:

- *Power and GFCI upkeep to all trees for tree lighting*
- *Power and pedestals to all food vendor booths*
- *Power and lighting to Event tents*
- *Lighting and power for the Big Pole tree*
- *Power and lighting to all the Kiosks and rides*
- *Front Entrance design and lights*

We have been the electricians for the event now for over 5 years. We work directly with Sight and Sounds to add and upgrade the park each year for added lighting and attractions. We begin about a month prior to the event and staff in continuously through the event itself for any issues that occur during the open hours.

Project Manager:

Johnny Homann

512-878-9438

Reference:

Tommy Curtis

Sights and Sounds

512-216-7324



Alerrt Center

Project Name:

Safety School, 7000 square foot renovation

Contract Delivery Method:

Electrical Contractor

Contract Amount:

\$165,000

Start Finish Date:

6/01/2020 – 9/01/2020

Description of work performed:

- *Full demo of all lighting, power and data*
- *Upgrade all electrical panels and breakers to accommodate new layout*
- *New LED Flat panels, exits, bug eye combos throughout building*
- *New data lines and jack to include new server room*
- *Hook ups to new HVAC units and provide new disconnects*
- *Partial power ran through raised floors for data center and fire alarm pathways*

This project was a full demo and put back of all electrical, mechanical and data systems.

Project Manager:

Johnny Homann

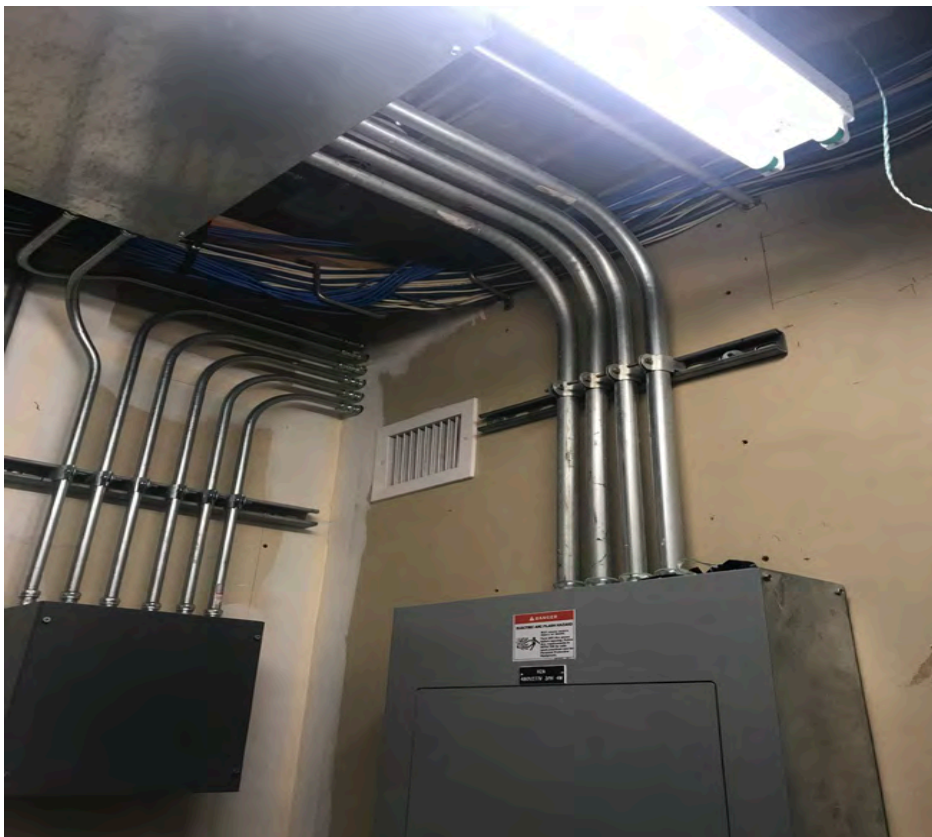
512-878-9438

Reference:

TFL, Inc.

Rebecca Dean

830-822-1822



Texas State University

Project Name:

Alkek Generator

Contract Delivery Method:

Major Subcontractor for TFL Inc.

Contract Amount:

\$350,000

Start Finish Date:

08/14/2022- 11/25/2022

Description of work performed:

- *Purchase and install HOLT CAT 1000KW Emergency generator for the library*
- *Demo existing generator, power and communication lines*
- *Install new permanent electrical pathways to a Temp generator location in the parking garage for emergency power during the changeover and for future docking station for future power needs*
- *Oversight of Crane and rigging contractors*
- *New power to the 3 ATS panels connected to new Genset and control lines to include annunciator panel*
- *Oversight of new Muffler and exhaust manufacturing*

Project Manager:

Johnny Homann

512-878-9438

Reference:

Owner Project Manager

Missy Mears, CCA

Texas State University

512-947-2043



QUALITY CONTROL AND ASSURANCES

The Quality Control Plan (QCP) for all projects will be developed on a per project basis to ensure that all work will be performed in accordance with the contract requirements. CT Electric will maintain an inspection system which assures compliance with contract requirements. The inspection system will be project specific and include checklist item such as spec review, submittal review, product application/installations, MSDS sheets, materials testing, SWPPP compliance and working with inspectors. We welcome the County Inspection teams and personnel, since we understand that quality control is not just maintained during the job, but after as well, and we need to make sure that those who will be maintaining our construction projects are in agreements with the scope and quality of work. As a result any unforeseen changes to scope during construction need to be addressed immediately as well.

CT Electric takes great pride in our work and spends countless hours working with our team to insure from the beginning to the end of any job that quality is one of our biggest goals. We have been able to stay so true to this by employing the same employees consistently over the years. Project Managers are constantly visiting the sites and working with both employees and owner reps to insure that the final product is such that everyone is proud of.

Whenever a warranty issue does arise we are always responsive to what needs to be done and repaired in a timely manner. Warranty issues like punch items are considered a priority for our company.

SAFETY:

Safety is an everyday issue, not only because we value our employees but, because some our work areas are busy, high traffic, that seemingly runs almost year round. Therefore safety meeting are held every morning by the project manager and every evening the PM evaluates how the site is left, interior jobs are locked. Exterior jobs are taped, barricaded, fenced, and maintain visibly posted signs. Equipment is secured, forgotten keys collected. A lot of extra care is taken due to the presence of citizens. Employees must comply with Osha Standards without exception. Each job however, creates its own set of safety issues and concerns therefore our company evaluates each safety plan per job.

CT Electric has not had any recordable fatalities or injuries.

CT Electric has been commended by multiple owners, project managers, and engineers on previous jobs for our efforts to go above and beyond to maintain such a great safety record. We have never been in a situation that has caused us to have any down time due to any safety violations or injuries. I think the biggest reason our record speaks for itself is the amount of effort we put into maintaining clean, organized sites.

I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

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

OR

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



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2023-P04 Countywide Electrical

Date Issued: February 2, 2023

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time February 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 February 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:	CT. Electric	Name:	Johnny Homann
Mailing Address:	P.O. Box 1185 Lockhart, TX 78644	Title:	Owner
		Email Address:	Johnny.Homann24@gmail.com
		Phone No.:	512-878-9438
Signature:		Date: 2/22/23	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Johnny Homann 512-878-9438 15260 Carrino Real Kyle, TX 78640	

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 _____

RFP 2023-P04 Countywide Electrical

Attachment A: Fee Schedule

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: Below includes a breakdown of hourly rates.

Licensed MASTER Electrician:

Monday through Friday - Regular Hours	\$ <u>70</u> /hour
After-Scheduled Working Hours	\$ <u>70</u> /hour
Weekends	\$ <u>70</u> /hour
Holidays	\$ <u>70</u> /hour

Licensed JOURNEYMAN Electrician:

Monday through Friday - Regular Hours	\$ <u>55</u> /hour
After-Scheduled Working Hours	\$ <u>82.50</u> /hour
Weekends	\$ <u>82.50</u> /hour
Holidays	\$ <u>82.50</u> /hour

Licensed APPRENTICE Electrician:

Monday through Friday - Regular Hours	\$ <u>40.00</u> /hour
After-Scheduled Working Hours	\$ <u>60.00</u> /hour
Weekends	\$ <u>60.00</u> /hour
Holidays	\$ <u>60.00</u> /hour

Supervisor/FOREMAN:

Monday through Friday - Regular Hours	\$ <u>70.00</u> /hour
After-Scheduled Working Hours	\$ <u>70.00</u> /hour
Weekends	\$ <u>70.00</u> /hour
Holidays	\$ <u>70.00</u> /hour

Project Manager:

Monday through Friday - Regular Hours	\$ <u>70.00</u> /hour
After-Scheduled Working Hours	\$ <u>70.00</u> /hour
Weekends	\$ <u>70.00</u> /hour
Holidays	\$ <u>70.00</u> /hour

Parts: Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the pricing submitted.

15 %

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: CT. Electric

Printed Name: Johnny Homann

Signature: 

Email Address: Johnny.Homann24@gmail.com

Phone: 512-878-9438

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: City of San Marcos
Address: 630 E. Hopkins, San Marcos, TX 78666
Contact Person and Title: Josh Farrell
Phone Number: 512-618-5840
Scope & Duration of Contract: Data/Power add+relocation/Lamps/Ballasts/Fixtures
Email: JFARRELL @ SANMARCOSTX.GOV Incubator - Contract Continuous

REFERENCE TWO

Company Name: Texas State University
Address: 600 University Dr.
Contact Person and Title: Lisa Walker - Construction Coordinator
Phone Number: 512-252-7897
Scope & Duration of Contract: Repairs/Renovations/Fixtures/Full Power/Relocating Power
Email: LAWALKER @ TXSTATE.EDU Many projects most recent was completed 1/6/23

REFERENCE THREE

Company Name: TFL, Inc.
Address: 101 Kendall Ridge, Boerne, TX 78015
Contact Person and Title: Rebecca Dean
Phone Number: 830-822-1822
Scope & Duration of Contract: Generator/New Power/Disconnected/HVAC/Renovation
Email: Rebecca.TFL@gmail.com Perform all contracts to date

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 <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-family: cursive;">CT. Electric</div>	<div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; font-family: cursive;">N/A</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.		
<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>		
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: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <div style="font-family: cursive; font-size: 1.5em;">2/23/23</div> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:  _____

PRINT NAME & TITLE: Johnny Homan Owner

COMPANY NAME: CT. Electric

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:



Signature

2/23/23

Date

X. Hays County House Bill 89 Verification

I, Johnny Hermann (Person name), the undersigned representative of
CT. Electric (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]
Signature of Company Representative

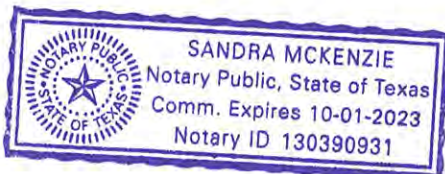
2/17/23
Date

On this 17 day of February, 2023, personally appeared Johnny Hermann, the
above-named person, who after being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

February 17, 2023
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.

CT. Electric
Company Name

Johnny Homann
Print Name of Company Representative

[Signature]
Signature of Company Representative

2/23/23
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.

CT. Electric

Name of Firm

[Signature]

Signature of Certifying Official

Sandra McKenzie

Printed Name of Certifying Official

San Wobany Public

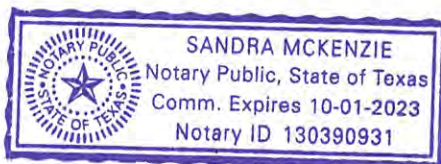
Title of Certifying Official

February 17, 2023

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 [Signature] on this the day of Feb 17, 2023, on behalf of said Firm.



[Signature]

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

My commission expires: 10-1-2023

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

☒ Does not own taxable property in Hays County, or;

☒ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

CT. Electric

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

[Signature]

Signature of Company Official Authorizing Bid/Offer

Johnny Homann

Printed Name

Johnny.Homann24@gmail.com

Email Address

Owner

Title

512-878-9438

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____

Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name

Title

Section B: Former Hays County Employee

N/A

Employee Name

Title

Date of Separation from County

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

N/A

Hays Employee/Former Hays Employee Name

Title

N/A

Name of Person Related

Title

Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

N/A

Attach additional pages if necessary.

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

CT. Electric

Name of Vendor

[Signature]

Signature of Certifying Official

Johnny Homann

Printed Name of Certifying Official

Owner

Title of Certifying Official

2/23/23

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-984613

Date Filed:
02/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CT.Electric
Lockhart, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2023-P04 Countywide Elec
Electrical Services of all Types

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Johnny D. Homann, and my date of birth is 07/03/1970.

My address is 15260 Camino Real, Kyle, TX, 78640, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 17 day of Feb, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



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< Entity Workspace



Get Started

Show Workspace For
Non-Federal Entities



Non-Federal Entities

Filter By



Keyword



Entity



Status



- ☐ Work in Progress Registration
- ☐ Submitted Registration
- ☐ Active Registration
- ☐ Inactive Registration
- ☐ ID Assigned
- ☒ Pending ID Assignment

Expiration Date



FSD Number



Address Update





Feedback

Our Website

Our Partners

Policies

Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

Johnny Homann

Pending ID Assignment

 **Draft Registration** 



Unique Entity ID:
(blank)

Doing Business As:
(blank)

Physical Address:
15260 Camino Real
Kyle, TX 78640 USA

Johnny Homann

Pending ID Assignment

 **Draft Registration** 



Unique Entity ID:
(blank)

FSD Number: INC-GSAFSD7979811

Doing Business As:
(blank)

Physical Address:
15260 camino real
Kyle, TX 78640 USA

FSD Incidents



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2023-P04 Countywide Electrical

Date Issued: February 2, 2023

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time February 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 February 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

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

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

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

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

Date:

Agenda Item:

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

Hays County Judge

Date

Hays County Clerk

Date

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

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

OR

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

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2023-P04
Countywide Electrical
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
February 23, 2023; 11:00 a.m. Central Time (CT)
- 6. Pre-Proposal Meeting:** **Non-Mandatory Pre-Proposal Conference:**
February 8, 2023 @ 10:00 AM (CT)
712 S. Stagecoach Trail, Ste, 1071
San Marcos, TX 78666
- 7. Initial Contract Term:** April 2023 – March 2024
- 8. Optional Contract Terms:** Four (4), one (1) year renewal options
- 9. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 10. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than February 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 after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material

posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

11. Addenda

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

12. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

February 2, 2023	Issuance of RFP
February 8, 2023	Pre-Proposal Conference (10:00 AM CT)
February 15, 2023	Deadline for Submission of Questions (5:00 PM CT)
February 23, 2023	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
April 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified, experienced and licensed electrical contractor(s) to provide comprehensive electrical services countywide on an as needed basis. Electrical Services will be required for multiple locations within the county, as requested by the Hays County representative. Hays County does not guarantee any minimum or maximum amount or projects to any vendor(s) awarded under this contract. Hays County reserves the right to enter into multiple contracts with the selected vendor(s) under this RFP.

B. Scope of Work

Contractor must have one (1) Licensed Electrician on staff for all jobs. Contractor must furnish, as needed the labor, hand tools, general-purpose test instruments, materials, supervision, transportation/travel, construction equipment, machinery, tools, fuel and equipment necessary to complete all electrical work at the multiple facilities and locations within Hays County. The selected Contractor(s) must provide hourly rates for labor, on an "as needed" and/or "on call" basis, for providing repairs, maintenance, and replacement (new) electrical services throughout Hays County. Please refer to the Scope of Services below. The awarded Contractor(s) shall be able to provide services available to the County on a 24-hour 7 day per week basis.

Scope of work may include, but not limited to, repairing, replacing or providing new electrical services for any of the types of work listed below:

- Troubleshoot and correct problems in electrical systems of any size and voltage both indoors and outdoors
- Small to large electrical projects (which includes both above ground and underground services)
- Various types of fans, lights, transformers, electric motors, generators, card readers, controllers, GFI, circuit breakers, automatic doors, photocells, circuitry upgrades, voice and data systems, Fiber Optic cabling, RF transceivers and camera systems, network cabling solutions, resetting timers for irrigation, lighting, A/C and elevator systems, panel boards, fire alarm panels, fueling systems, motion sensors
- Conduit, circuits, main and sub-panels, switches and switch gear
- Pulling wires
- Repair or replacement of underground feeders; various wire sizes and voltages
- Upgrade power to various locations
- Install new power drops – various sizes and phases
- Provide maintenance on light pole lamps, alignment of bracket and support bracing and realignment of light fixtures
- Pole/post lighting, parking lot and all associated electrical devices
- Parking lot and all associated electrical devices
- Holiday lighting and any other related electrical services as determined by the County
- Unshielded copper cabling installation and testing for Category 5E and Category 6 cables
- Fiber optic cable installation, termination, splicing and testing for multimode fiber optic systems

1. Contractor Responsibility:

- The awarded contractor(s) must provide at their own expense, all equipment, materials, supplies, tools, etc. necessary to perform the required services.
- The contractor shall, prior to commencing work, thoroughly examine and become familiar with the area(s) and associated facilities to ensure the service can be completed in an

orderly, safe manner. In addition, the contractor shall always maintain a safe work environment. The technician shall report immediately to the County Supervisor or his designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the contractor. The contractor shall take all necessary precautions for the safety of the County's and contractor's employees and the general public and shall always erect and properly maintain all necessary facility safeguards for the protection of the contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

- Payment Bond will be required by the Respondent for any individual project associated with the Contract in which the project may exceed twenty-five thousand dollars (\$25,000). Projects exceeding one hundred thousand dollars (\$100,000) will require a Performance Bond, in addition to the Payment Bond per Government Code 2253.
- The County restrooms shall not be used for washing tools and equipment or disposing of any debris or residue into sinks, commodes or trash containers.
- If the awarded contractor(s) fails to properly clean up in a timely manner, the County reserves the right to employ another firm to complete the cleanup and charge the cost thereof to the Contractor(s).
- Work performed must comply with all applicable OSHA standards.
- Work areas shall be clearly marked, and contractor shall provide signs, markers, and barricades as required to identify and minimize any dangers or hazards.
- All accumulated debris, scrap materials, or defective parts removed in the performance of the service shall be disposed of in strict compliance with all applicable environmental rules, regulations, codes, ordinances, and laws.
- Should the Awarded Contractor(s)'s business name change, or should the Awarded Contractor's business be sold, transferred to or assumed by a second party, written notification of the change shall be provided to the County, by the Awarded Contractor, no later than 30-days from the date of change. Failure to provide notification of the aforementioned change(s), within 30-days of the change, may be grounds for contract cancellation without further cause.
- The National Electrical Code, all local codes, and Owner's Standards shall govern for all electrical equipment and construction work. Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County, within 48 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 48 hours to correct defect, the County shall retain the right to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the County. Payments in full or otherwise do not constitute a waiver of this guarantee.
- The Contractor will be responsible for locating all existing underground utility services. The Contractor is responsible for contacting proper authorities before any excavation or penetration of the earth. Should damage occur due to negligence on the part of the Contractor, it is the contractor's responsibility to see that items are restored and repaired in a manner acceptable to the County.

2. Employees:

- The Awarded Contractor(s) shall enforce strict discipline and good order among his workforce. The Awarded Contractor(s) is responsible for all behavior and activities of all its employees at all times during the performance of any work under this Contract.
- The Awarded Contractor(s) shall implement and enforce a safety program for his workforce assigned to any projects throughout Hays County.
- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
- It is the Contractor's responsibility to ensure that all employees are legal to work in the United States in accordance with Immigration policies.
- The Awarded Contractor(s)'s workforce shall be identified as the Awarded Contractor(s)'s employee by either wearing company labeled apparel and/or visible identification badges. Contractor employees may be required to show an ID when entering secured locations throughout Hays County.
- The Awarded Contractor(s) shall use only licensed, trained, and experienced workforce to perform services on Hays County property. Licensee must be on site at all times performing such work.
- The Awarded Contractor(s) shall have Electricians on staff that possesses a Master and/or a Journeyman licenses. All Apprentice Electricians shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- If any Hays County equipment, property, or supplies are lost or damaged due to the fault or negligence of the Respondent, the Respondent's agents or workforce during the performance of work, the Awarded Contractor(s) shall be responsible for the loss. The County reserves the right to require the Awarded Contractor(s) to replace the damaged property or reimburse the County for the Full Value.
- The County reserves the right to request removal of any of the Awarded Contractor(s)'s servicing personnel that the County has deemed to be unsatisfactory. The County is not obligated to provide the reasons for requesting the removal of any of the Awarded Contractor(s)'s personnel.

3. Repair Service:

- Service technicians are to report to the County representative to check in prior to any service. After obtaining the necessary instructions and building access, the technicians shall proceed to the work site.
- Service technician shall inspect the work site and report findings to County representative. No work shall commence until approval has been given by the County Representative.
- Hays County only pays for time on job site. Service technicians must check in prior to work starting and must check out when done.
- At the completion of each repair service, the Contractor shall provide a report of the Electrical Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

4. Proposals for Repair Work:

- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference location of repair and/or description, County building location of repair, and Job number (if available). Contractor(s) shall also include the appropriate hours and number of Master Electrician/Journeyman/Apprentice/Supervisor/Project Manager.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.

5. New Installations:

- Any new installation(s) of electrical shall be biddable at the sole discretion of the County. No guarantee is given to Contractor awarded specific route where installation will occur.

6. Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.
- The awarded contractor(s) will transfer any warrantied to the County for any equipment and materials furnished and installed which have a manufactures or factory warranty period greater than one (1) year.

7. On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County's notification of non- critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within three (3) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)

Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

8. Equipment Inspection:

- An initial full equipment inspection will be available to the awarded contractor(s) by site and within a timeframe that will be designated by the County's Authorized Representatives, if they so desire.
- The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility.

9. Electrical System Failures:

- Should any offices or buildings be out of service for more than one (1) hour due to non-availability of part, or extended time is needed for a repair, the awarded contractor(s) shall immediately notify the County Representative who assigned the work and inform him/her of the situation and provide an estimated time for completion. Contractor(s) shall make recommendations to restore service temporarily to minimize impact to the Hays County Offices/Buildings. The contractor shall make every effort to expedite the service and minimize the disruption to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of electrical functionality.

10. Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

11. Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

12. Parts:

- All materials supplied to the County shall be industrial and/or commercial grade materials, whichever is better quality, in accordance with the standard of the industry.
- The Respondent is required to provide all of the equipment and materials needed to complete the work unless the items are explicitly deleted by the specific project scope. Any equipment or material given to the Respondent will be the responsibility of the Respondent once it is physically accepted by the Respondent until the work has been accepted by the County's Representative or the unused items returned in good condition according to the terms in the specific job scope. The Respondent will take possession of the material in accordance with the terms in the specific job scope. Upon agreement the County may provide an indoor or outdoor staging area however, the Respondent will be responsible for anything stored in that area including safeguarding against all types of loss. Materials furnished by the County and not used on the job shall be returned to County's stock for credit to job.
- The Respondent shall have sufficient storage space available for materials and equipment if his office and principal place of business is located greater than fifty (50) miles from the County. The Respondent shall furnish the location of any auxiliary location being used to satisfy this requirement.

C. Qualifications

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

- Contractor shall have at least five (5) years of similar electrical experience and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- All electrical services will be provided and shall use only experienced, trained, and licensed Master and/or Journeyman Licenses. All apprentice Electricians shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- The Contractor shall operate their business as an Electrical Contractor with a current and valid Texas Electrical Contractor License and a Master Electrician license issued by Texas State Board of Electrical Examiners. If the Electrical Contractor is not licensed as a Master Electrician, the Electrical Contractor may employ an individual who has a valid and current master license assigned to the company, throughout the term of the contract.
- Contractor must obtain approval from the designated County Representative for service requiring more than one licensed electrician. The County will not pay for additional electricians without prior written approval by the designated County Representative.

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

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

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

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed twenty (20) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 20-page limit

- **Profile/Experience of the Organization**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
 - Related recent experience in managing federally funded local projects.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.

- Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
 - Quality Assurance Plan
 - Implementation Schedule
- **Cost Proposal**
 - Attachment A: Cost Proposal
- **Quality Assurance & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed twenty (20) pages, fifteen (15) pages front and back, not including the appendix materials.

E. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. **Experience of the Company** **30 points**
Respondents Qualifications and References. Company history with biographies and/or resumes for principal contacts, and company certifications. References and recommendations from current or former clients.
2. **Pricing** **30 points**
The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the organization providing the best value, cost and other factors considered.
3. **Capacity to Perform** **40 points**
Proposed methodology of delivering goods or services, the extent to which the methodology meets the County's needs, quality of goods and services proposed, and Respondent's ability to provide the good and/or services.

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal

Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

F. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of “best value”. Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent’s Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual’s sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual’s risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;

2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

H. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

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

32. MODIFICATIONS:

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

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

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

Business Automobile Liability:

Bodily Injury (Each person) | \$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 20px; width: 100%;"></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.		
<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;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><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		
Signature of vendor doing business with the governmental entity		Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

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

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

RFP 2023-P04 Countywide Electrical

Attachment A: Fee Schedule

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: Below includes a breakdown of hourly rates.

Licensed MASTER Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Licensed JOURNEYMAN Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Licensed APPRENTICE Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Supervisor/FOREMAN:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Project Manager:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Parts: Contractor’s Percentage of Mark-up from Contractor’s Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the pricing submitted.

_____ %

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Tammy Crumley, Randy Focken, Gary Cutler

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to execute an Order Agreement, Product Schedule and Equipment Removal for the Sheriff's Office at the Precinct 2 Office (\$259.68 monthly), and Pre-Trial Services (\$188.59 monthly), as well as an Equipment Relocation Request for Countywide Operations (\$407.93) and amend the budget accordingly.

BECERRA/T.CRUMLY/CUTLER/FOCKEN

Summary:

The Sheriff's Office, located at the Precinct 2 Office, is requesting to upgrade their current black & white copier to a color copier. The Sheriff's Office investigators need to print certain investigation documents in color, and the Precinct 2 building does not currently have a color printer that could be used. The total monthly cost would be \$259.68 monthly, which is a \$121.64 increase from their current copier.

The Pre-Trial Services Department is requesting a color copier and fax combo for their office, \$188.59 monthly, that they will be sharing with the Mental Health Coordinators.

The Countywide Operations Department has moved to 101 Thermon Drive and is requesting Ricoh to move the copier to ensure no damage occurs to the machine during the move. If Hays County moves the machine and any damages occur Hays County would be responsible for the repairs. Total cost \$407.93

Fiscal Impact:

Amount Requested: \$3,116.16 (annually, SO CID)

\$2,263.08 (annually, Pre-trial Svcs)

\$407.93 (one-time move cost, CWOPs)

Line Item Number: Various .5473

Budget Office:

Source of Funds: General Fund, ARPA Fund

Budget Amendment Required Y/N?: Yes

Comments: ARPA Pre-trial Services lease requires a budget amendment.

\$2,264 - Increase Equipment Lease 011-763-99-165.5743

(\$2,264) - Decrease Continuing Education 011-763-99-165.5551

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Price Breakdown & Analysis

CID Kyle Documents

Countywide Copier Quote

Pre-Trial Documents

CID Kyle Upgrade, Pre-Trial & Countywide Operations Copier Relocation

		60 Month Lease Per Unit (Buyboard #616-20)								
Department	Current Monthly Lease	Monthly Lease w/Fax	*Weighted Service Cost	RMSSC Service Base	TOTALS	Proposed New Unit	Monthly image base-BW	Monthly COLOR Base	Difference in current than proposed	Address
Pre-Trial Services/Mental Health Coordinators	\$ -	\$ 148.29	\$ 35.00	\$ 5.30	\$ 188.59	IMC2500	1000	250		712 S. Stagecoach Trail, Ste. 1045, San Marcos
CID - Kyle (upgrade)	\$ 138.04	\$ 229.38	\$ 25.00	\$ 5.30	\$ 259.68	IMC2500	1000	200	\$ 121.64	5458 FM 2770, Kyle
		\$ 377.67	\$ 60.00	\$ 10.60	\$ 448.27	2,000		450	\$ 121.64	

***Weighted Service Cost includes:**
Monthly Service Base Payment - Toner Included
Monthly Base BW Images (see above)
Monthly Base COLOR Images (see above)

Additional Usage Rates
B/W additional image rate
Color additional image rate

0.0055
0.046

Countywide Operations - relocate current copier to the new 101 Thermon Drive Building \$ 407.93



ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number:

Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF		
Address Line 1: 712 S STAGECOACH TRL STE 1071		Contact: Stephanie Hunt
Address Line 2:		Phone: (512) 393-2267
City: SAN MARCOS		E-mail: stephanie.hunt@co.hays.tx.us
ST/Zip: TX/78666-6247	County: HAYS	Fax:

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract # | |

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION SERVICE BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF			
Address Line 1: 712 S STAGECOACH TRL STE 1071		Contact: Stephanie Hunt	
Address Line 2:		Phone: (512) 393-2267	
City: SAN MARCOS		E-mail: stephanie.hunt@co.hays.tx.us	
ST/Zip: TX/78666-6247	County: HAYS	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	MONTHLY	QUARTERLY	GOLD

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
HAYS COUNTY	5458 FM 2770 SO Sheriff Office -kyle	KYLE TX/78640-8969 HAYS	Stephanie Hunt	(512) 393-2267 stephanie.hunt@co.hays.tx.us

PRODUCT INFORMATION



Product Description	QTY	Service Level	Total B/W Allowance <small>QUARTERLY</small>	B/W Ovg	Total Color Allowance <small>QUARTERLY</small>	Color Ovg	Service Base <small>MONTHLY</small>
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	3000	0.0055	600	0.046	\$25.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date



Initials





Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule with Purchase Option

Product Schedule Number: _____
Master Lease Agreement Number: 1009769

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

HAYS, COUNTY OF				Stephanie Hunt			
Customer (Bill To)				Billing Contact Name			
5458 FM 2770				712 S STAGECOACH TRL STE 1071			
Product Location Address				Billing Address (if different from location address)			
KYLE	TX	78640-8969		SAN MARCOS	TX	78666-6247	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (512) 393-2267			Billing Contact Facsimile Number		Billing Contact E-Mail Address stephanie.hunt@co.hays.tx.us		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	5458 FM 2770, KYLE, TX, 78640-8969, US

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$229.38	Interest Rate 7.47 % per annum *(see note below)	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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* Only applicable if the Purchase Option Price below is the \$1.00 Purchase Option.

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O.#, etc.)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:
 - Purchase Option Price:
☐ Fair Market Value Purchase Option (plus any applicable tax)



☒ \$1.00 Purchase Option (plus any applicable tax)

(b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.”;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product;
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed; and
- (iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.

(c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.

(d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.

4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.

5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

6. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	HAYS, COUNTY OF			Phone:	(512) 393-2267
Contact Name:	Stephanie Hunt			City:	KYLE
Address:	5458 FM 2770			Fax/Email:	stephanie.hunt@co.hays.tx.us
State:	TX	Zip:	78640-8969		

Make	Model	Serial Number
	MP2555SP	C290R600450/C85213146

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Rico") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

 Initials



ORIGIN				DESTINATION			
HAYS COUNTY 712 S STAGECOACH TRL SAN MARCOS, TX 78666-6073				HAYS COUNTY 101 THERMON DR SAN MARCOS, TX 78666-5948			
Contact:	STEPHANIE HUNT	Phone:	512 393-2267	Contact:	STEPHANIE HUNT	Phone:	512 393-2267
Cell:		E-mail:	stephanie.hunt@co.hays.tx.us	Cell:		E-mail:	stephanie.hunt@co.hays.tx.us
Alt Contact:		Phone:		Alt Contact:		Phone:	
Cell:		E-mail:		Cell:		E-mail:	

Special Requirements:

BILLING INFORMATION	
One Time Bill To HAYS COUNTY 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247	Relocation Charges*: \$407.93 * Tax may be applicable on relocation charge amount. * Deinstallation and Reinstallation are not included in relocation charges.

EQUIPMENT TO BE RELOCATED							
Total Value:				Total Weight: 224			
Equip ID	Status	Type	Make/Model	Mfg Serial Number	Config Serial Number	Origin Location - Floor, Dept, etc.	Destination Location - Floor, Dept, etc.
63004972		Multi-Function Copier	Ricoh IMC4500	3122R290040	C85234429	Countywide operations	Countywide operations

TRANSPORTATION AND DELIVERY INFORMATION					
Questions	Origin Location	Destination Location	Questions	Origin Location	Destination Location
1. Specify date that the equipment is available.			4. Is an elevator available to move the equipment?	Yes	Yes
a. No later than, no earlier than, or on specified date.	No Later Than	No Later Than	b. If yes, will protective padding/flooring be required?	No	No
b. Before 8 AM or after 5PM pickup/delivery?			5. Are there any building access requirements?	Yes	Yes
2. Access available for 53' trailer?	No	No	a. If yes, please explain building access requirements?	PRECALL	PRECALL
a. If no, would a 28' box van/truck have access?	Yes	Yes	6. Is a Certificate of Insurance (COI) required?	No	No
b. Is a loading dock available for use?	Yes	No	7. Any Special Requirements?		
c. If no, please explain any special parking requirements			Add'l Questions for moves of more than 10 units		
3. Is the building accessible using a handicap ramp?	Yes	Yes	Will units will be consolidated to one location?	No	No
			Proximity of loading dock to equipment (needed to determine how many trips to the vehicle)		
			Ability to perform site survey	No	No

AUTHORIZATION: Customer requests and hereby authorizes Ricoh to relocate the above-referenced Equipment to the specific Customer location described above (see "Delivery Address") following a pre-shipment inspection of such Equipment by an authorized Ricoh representative designed to verify condition and operation. Such inspection must occur contemporaneously with the relocation and Customer agrees to pay Ricoh for such services and to reimburse Ricoh for all shipping, handling and freight charges, all as described in this Form. Ricoh will invoice Customer for any such charges, which shall be due and payable on a net ten days basis, except as otherwise provided in any existing Maintenance Service agreement between Ricoh and Customer which shall be deemed to control. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the move of the Equipment hereunder within reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. If Customer cancels the relocation services within 24 hours of pickup or delivery, Ricoh may charge Customer the full amount of the relocation. If Customer requests additional services during pickup or delivery, Ricoh will charge Customer the full amount of the additional services, which shall be due and payable on a net ten days basis. The parties agree that the terms and conditions contained in Form make up the entire agreement between them regarding the relocation services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders.

OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS FORM, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY. The date you requested for this move is tentative. Once this form is signed and returned to RICOH, your request will be processed and the final move date will be scheduled and confirmed with you by the logistics scheduler. If customer cancels the relocation services, Ricoh may charge the customer a fee up to the full amount of the relocation.

Customer Authorized Signature:	Print Name:	Date:	Phone:	Email:
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ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF			Contact: Stephanie Hunt
Address Line 1: 712 S STAGECOACH TRL STE 1071		Phone: (512) 393-2267	
Address Line 2:		E-mail: stephanie.hunt@co.hays.tx.us	
City: SAN MARCOS	County: HAYS		Fax:
ST/Zip: TX/78666-6247			

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract # | |

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF			
Address Line 1: 712 S STAGECOACH TRL STE 1071		Contact: Stephanie Hunt	
Address Line 2:		Phone: (512) 393-2267	
City: SAN MARCOS		E-mail: stephanie.hunt@co.hays.tx.us	
ST/Zip: TX/78666-6247	County: HAYS	Fax:	
Service Term (Months) 60	Base Billing Frequency MONTHLY	Overage Billing Frequency QUARTERLY	Service Type GOLD

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
HAYS COUNTY	712 S STAGECOACH TRL PRE TRIAL SERVICES, ste 1045	SAN MARCOS TX/78666-6073 HAYS	Stephanie Hunt	(512) 393-2267 stephanie.hunt@co.hays.tx.us

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance <small>QUARTERLY</small>	B/W Ovg	Total Color Allowance <small>QUARTERLY</small>	Color Ovg	Service Base <small>MONTHLY</small>
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	3000	0.0055	1500	0.046	\$49.00



BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC2	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's



failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be



increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.



8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgment. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE



ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and



affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials





Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule with Purchase Option

Product Schedule Number: _____
Master Lease Agreement Number: 1009769

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

HAYS, COUNTY OF				Stephanie Hunt			
Customer (Bill To)				Billing Contact Name			
712 S STAGECOACH TRL				712 S STAGECOACH TRL STE 1071			
Product Location Address				Billing Address (if different from location address)			
SAN MARCOS		TX	78666-6073	SAN MARCOS		TX	78666-6247
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (512) 393-2267			Billing Contact Facsimile Number		Billing Contact E-Mail Address stephanie.hunt@co.hays.tx.us		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)
1	RICOH IMC2500 CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL, SAN MARCOS, TX, 78666-6073, US

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$148.29	Interest Rate 7.47 % per annum *(see note below)	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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* Only applicable if the Purchase Option Price below is the \$1.00 Purchase Option.

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O.#, etc.)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:
 - Purchase Option Price:
☐ Fair Market Value Purchase Option (plus any applicable tax)



☒ \$1.00 Purchase Option (plus any applicable tax)

(b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.”;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product;
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed; and
- (iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.

(c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.

(d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.

4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.

5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

6. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____





Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize additional ARPA funding related to the operational needs of the Mental Health Specialty Court and amend the budget accordingly. **SHELL/BROWN**

Summary:

The Mental Health Specialty Court within the County Courts at Law is in need of additional funding in order to provide in-depth services for clients in the program as well as an additional laptop, case management tracking and public outreach. ARPA funding was earmarked over a three-year period for this program, however, due to the needs assessment costs in year 1, additional funding is needed in FY23 to begin the required counseling services and case management as well as expenses for public outreach. The additional laptop is needed for the caseworkers to work remotely in the field as needed.

Fiscal Impact:

Amount Requested: \$195,602

Line Item Number: 011-763-99-161]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$195,602) - Increase Intergovernmental Revenue 011-763-99-161.4301

\$189,940 - Increase Contract Services 011-763-99-161.5448

\$703 - Increase Data Supplies 011-763-99-161.5202

\$2,130 - Increase Software Maint & Licenses 011-763-99-161.5429

\$1,500 - Increase Printing Services 011-763-99-161.5461

\$1,329 - Increase Computer Equipment_Operating 011-763-99-161.5712_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, DIR-TSO-3763 for laptop

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, second tranche ARPA Funds

Comments:

Attachments

TheraNest Case Mgmt Software Proposal

Dell Quote

TheraNest Proposal

March 9, 2023

Account Name: Hays County Mental Health Court
Contact: Kaimi Mattila

Product

Product	Units / Range	Type	Per Rate	Monthly Total
PM Subscription Model w/ EHR	1 Subscription 1-30 Active Clients	Monthly	N/A	\$39.00
Wiley Treatment & Practice Planner	2	Monthly	\$ 25.00	\$ 50.00
Individual TeleHealth	2	Monthly	\$ 12.00	\$ 24.00
Text Reminders	100	Monthly	\$ 0.07	\$ 7.00
Client Portal Secure Messaging License	1 (1 is Included w/ subscription)	Monthly	\$ 6.00	\$ 6.00
Total Estimated Monthly Subscription:				\$ 126.00
PROMO – Activate by 3/31/2022 and receive 20% off Subscription for Next 12 Months. First month is at full charge. Months 2 – 13 are discounted.				(~\$ 7.80)
Total Estimated Monthly Subscription for Months 2 – 13:				\$ 118.20
Annual License Fee for AMA CPT® Code Usage, per staff member. One-time Annual Fee				\$ 18.50

All Subscriptions feature:

- 30 Day Money Back Guarantee, No Contract, Cancel Anytime
- Unlimited Staff & Therapists
- Unlimited Case Notes (Initial Assessments, Treatment Plans, Progress Notes)
- Client Portal Access (1 staff included)
- Phone & Live Chat Support
- Training Classes
- Unlimited File Storage
- Scheduling/Agenda Tracker
- Email Reminders
- Online Intake forms with eSignature for clients
- Dynamic Forms
- HIPAA/PHI Compliant

Approved date: 03/09/2013
Approved by: Jennifer Wilson

Therapy Brands

2-20th Street North
Suite 500
Birmingham, Alabama 35203

therapybrands.com
theranest.com

Title: Enterprise Account Executive I Therapy Brands

E: Jennifer.Wilson@TherapyBrands.com

P: 205-941-7009

Expiration Date: 03/31/2023



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147996662.1	Sales Rep	Michael Harden
Total	\$2,031.12	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Mar. 20, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 19, 2023		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order.
Thank you for shopping with Dell!

Regards,
Michael Harden

Shipping Group

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	\$324.00	2	\$648.00
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	\$27.19	2	\$54.38
Dell Latitude 5530	\$1,328.74	1	\$1,328.74

Subtotal:	\$2,031.12
Shipping:	\$0.00
Non-Taxable Amount:	\$2,031.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,031.12
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Shipping Group Details

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

		Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	\$324.00	2	\$648.00
Estimated delivery if purchased today: Mar. 22, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	210-BBCM	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

		Quantity	Subtotal
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	\$27.19	2	\$54.38
Estimated delivery if purchased today: Mar. 22, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 15 Inch Laptop Slim Briefcase - PO1520CS	460-BCMK	-	2	-

		Quantity	Subtotal
Dell Latitude 5530	\$1,328.74	1	\$1,328.74
Estimated delivery if purchased today: Apr. 27, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	1	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Assembly Base	338-CDKI	-	1	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDNB	-	1	-
Intel ME disabled	631-ADFG	-	1	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	1	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	1	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	1	-

58WHR, 4 Cell Long Life Cycle Battery (includes 3 year limited hardware warranty)	451-BCXP	-	1	-
65W Type-C Adapter	492-BDGC	-	1	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	1	-
ENERGY STAR Qualified	387-BBPW	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	1	-
HD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBID	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Subtotal:	\$2,031.12
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,031.12

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute mental health service contracts to expand services within the County Court at Law Mental Health Specialty Courts program with C. Nichole Mueller-McMorris, LCSW, Allison & Associates Counseling, PLLC, Lisa Hinson, LCDC, Moonstone, PLLC; and execution of a contract with Horton House for transitional housing. **SHELL/BROWN**

Summary:

Counseling is not only therapeutically necessary but is a requirement of the Mental Health Court Program for those to graduate successfully. The counseling contracts would enable MHC to set up a referral flow and agreement that Hays County will pay for counseling services for those who cannot afford co-pays or do not have health insurance to cover the cost of counseling. Each provider offers different specialties such as substance use focused counseling, EMDR, trauma focused; they also offer different work hours and different modes of service delivery including telehealth and in person services.

Additionally, the Horton House Transitional and Sober Living contract would enable the MHC to cover the cost of sober living at \$535 per month for men who are in need of sober living and transitional housing. This rate is a monthly rate, there is no lease or deposit, and UA's are administered by the Housing Managers who are there in the home 24/7. The counseling contract would enable MHC to set up a referral flow and agreement that Hays County would pay for housing services for those who meet criteria for the court but do not have stable housing. We know that having stable housing is critical for people to engage and be successful in treatment and in the court.

Not to Exceed Contract Amounts:

1. C. Nichole Mueller-McMorris - \$15,000
2. Allison and Associates - \$15,000
3. Lisa Hinson - \$15,000
4. Moonstone - \$30,000
5. Horton House \$44,940

Fiscal Impact:

Amount Requested: TBD rates per each contract and per client/program needs

Line Item Number: 011-763-99-161.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Services Contracts with Not to Exceed Amounts

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

New Revenue Y/N?: N/A

Comments:

Attachments

C. Nichole Mueller-McMorris Contract
Allison & Associates Contract
Lisa Hinson Contract
Moonstone Contract
Horton House Contract

Contract for Psychotherapy
Between
Hays County Mental Health Court
And
C. Nichole Mueller-McMorris, LCSW

Contract Initiation Date: March 20th, 2023

Hays County Mental Health Court hereby referred to as “MHC” enters into a Contract with C.Nichole Mueller-McMorris, LCSW hereby referred to as “CNMM.” The purpose of this Contract is to establish a collaborative contractual relationship for providing mental health services for adults participating in the Hay County Mental Health Court Program.

COLLABORATION : MHC and CNMM are committed to providing the highest quality behavioral health services. MHC and CNMM agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and CNMM will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and CNMM will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinician to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES FOR MHC SERVICES

1. CNMM clinicians will provide a clinical assessment, creation of a comprehensive treatment plan, and individual counseling services to participants of MHC that meet appropriate criteria.
2. CNMM Clinicians will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
3. CNMM Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client
 - a. Would not benefit from clinical services
 - b. Does not currently have capacity for progress in an individual therapeutic setting
 - c. Is in need of higher levels of behavioral health care, such as IOP or medication stabilization.
4. CNMM will bill for all sessions at a rate of **\$80/clinical hour**, defined as up to 50 minutes. CNMM will bill the client \$50.00 for any no-shows and less than 24 hour notice for cancellations.
5. In order to be good stewards of program funds, CNMM clinicians will discharge MHC clients after 2 no shows/late cancellations in a 6 month period.
6. CNMM Clinicians and MHC will coordinate and agree on use of treatment plan and clinical documentation in a court setting, and clearly define confidentiality expectations.

8.MHC clients will be seen by all licensure levels at CNMM counseling, including LCSW, LMFT, LPC, LMFT-A, LMSW, and LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

1. CNMM will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. All invoices need to be submitted to the Hays County Accounts Payable email: accountspayable@co.hays.tx.us
2. Payments will not exceed \$15,000 during the contract period.
3. As indicated, MHC will issue an IRS form 1099.
4. CNMM reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

SUPPLEMENTAL TERMS AND CONDITIONS:

1. MHC and CNMM agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and CNMM
2. MHC and CNMM agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract
3. During the performance of this Contract, MHC and CNMM agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. MHC and CNMM further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
4. CNMM agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. MHC and CNMM further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
5. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, HH will comply with all applicable regulations as listed in Appendix "A"- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
6. HH may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS:

1. CNMM shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by CNMM, their agents, representatives, employees, and/or subcontractors.
2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - a. General Liability: COMMERCIAL GENERAL LIABILITY
 - b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
 - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.
 - d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT"

1. The period of performance of this agreement shall be from March 20th, 2023 until March 20th, 2024 and shall renew automatically for one year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT:

1. This contract may be amended through the mutual agreement of CNMM and MHC. Either organization may initiate a proposed amendment.
2. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

TERMINATION:

1. It is the intention of CNMM and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible CNMM and MHC will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
3. CNMM and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - a. CNMM or MHC commits a breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.

2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT:

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.
3. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (CNMM): _____

Date: _____

Title: _____

Signature (MHC): _____

Date: _____

Title: _____

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are 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) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Contract for Counseling
Between
Hays County Mental Health Court
And
Allison and Associates Counseling PLLC

Contract Initiation Date: March 27th, 2023

Hays County Mental Health Court hereby referred to as "MHC" enters into a Contract with Allison and Associates Counseling, PLLC hereby referred to as "AAC" The purpose of this Contract is to establish a collaborative contractual relationship for providing mental health services for adults participating in the Hay County Mental Health Court Program.

COLLABORATION : MHC and AAC are committed to providing the highest quality behavioral health services. MHC and AAC agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and AAC will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and AAC will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinician to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES FOR MHC SERVICES

1. ACC clinicians will provide a clinical assessment, creation of a comprehensive treatment plan, and individual counseling services to participants of MHC that meet appropriate criteria.
2. ACC will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
3. ACC clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client
 - a. Would not benefit from clinical services
 - b. Does not currently have capacity for progress in an individual therapeutic setting
 - c. Is in need of higher levels of behavioral health care, such as IOP or medication stabilization.
4. AAC will bill for all sessions at a rate of **\$90/clinical hour**, defined as up to 50 minutes. AAC will bill the client \$50.00 for any no-shows and less than 24 hour notice for cancellations.
5. AAC will charge the MHC **\$40/clinical hour** for any clinical consultation that exceeds 15 minutes. Charges will be prorated in 15 minute increments.
6. In order to be good stewards of program funds, AAC clinicians will discharge MHC clients after 2 no shows/late cancellations in a 6 month period.

7. AAC and MHC will coordinate and agree on use of treatment plan and clinical documentation in a court setting, and clearly define confidentiality expectations.
8. MHC clients will be seen by all licensure levels at AAC counseling, including LCSW, LMFT, LPC, LMFT-A, LMSW, and LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

1. AAC will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. All invoices need to be submitted to the Hays County Accounts Payable email: accountspayable@co.hays.tx.us
2. Payments will not exceed \$15,000 during the contract period.
3. As indicated, MHC will issue an IRS form 1099.
4. AAC reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

SUPPLEMENTAL TERMS AND CONDITIONS:

1. MHC and AAC agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and AAC
2. MHC and AAC agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract
3. During the performance of this Contract, MHC and AAC agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. MHC and AAC further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
4. AAC agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. MHC and AAC further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
5. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, HH will comply with all applicable regulations as listed in Appendix "A"- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
6. HH may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS:

1. AAC shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by AAC, their agents, representatives, employees, and/or subcontractors.
2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - a. General Liability: COMMERCIAL GENERAL LIABILITY
 - b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
 - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.
 - d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT"

1. The period of performance of this agreement shall be from **March 27th, 2023 until March 27th 2024** and shall renew automatically for one year terms unless either AAC or MHC gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT:

1. This contract may be amended through the mutual agreement of AAC and MHC. Either organization may initiate a proposed amendment.
2. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

TERMINATION:

1. It is the intention of AAC and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible AAC and MHC will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
3. AAC and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - a. AAC or MHC commits a breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable

Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.

2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT:

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.
3. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (AAC): _____

Date: _____

Title: _____

Signature (MHC): _____

Date: _____

Title: _____

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are 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) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Contract for Recovery and Family Counseling

Between

Hays County Mental Health Court

And

Lisa Hinson, LCDC

Contract Initiation Date: March 28th, 2023

Hays County Mental Health Court hereby referred to as “MHC” enters into a Contract with Lisa Hinson, LCDC hereby referred to as “LH.” The purpose of this Contract is to establish a collaborative contractual relationship for providing mental health services for adults participating in the Hay County Mental Health Court Program.

COLLABORATION : MHC and LH are committed to providing the highest quality behavioral health services. MHC and LH agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and LH will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and LH will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinician to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES FOR MHC SERVICES

- LH clinician will provide a clinical assessment, creation of a comprehensive treatment plan, and individual counseling services to participants of MHC that meet appropriate criteria.
- LH Clinician will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
- LH Clinician reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client
 - Would not benefit from clinical services

- Does not currently have capacity for progress in an individual therapeutic setting
 - Is in need of higher levels of behavioral health care, such as IOP or medication stabilization.
 - LH will bill for all sessions at a rate of **\$80/clinical hour**, defined as up to 50 minutes. LH will bill the client \$50.00 for any no-shows and less than 24 hour notice for cancellations.
 - In order to be good stewards of program funds, LH clinician will discharge MHC clients after 2 no shows/late cancellations in a 6 month period.
 - LH Clinician and MHC will coordinate and agree on use of treatment plan and clinical documentation in a court setting, and clearly define confidentiality expectations.
- 8.MHC clients will be seen by all licensure levels at LH counseling, including LCSW, LCDC, LMFT, LPC, LMFT-A, LMSW, and LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

- LH will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days.
- Payments will not exceed \$15,000 during the contract period.
- As indicated, MHC will issue an IRS form 1099.
- LH reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

SUPPLEMENTAL TERMS AND CONDITIONS:

- MHC and LH agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and LH
- MHC and LH agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract
- During the performance of this Contract, MHC and LH agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital

status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. MHC and CNMM further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.

- LH agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. MHC and LH further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
- This Agreement may be subject to funding or reimbursement from one more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, HH will comply with all applicable regulations as listed in Appendix “A”- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- HH may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix “B”.

INSURANCE REQUIREMENTS:

- LH shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by LH, their agents, representatives, employees, and/or subcontractors.
- Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - General Liability: COMMERCIAL GENERAL LIABILITY
 - Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
 - For the purpose of this Contract section, “Professional Services” shall mean any services provided by a licensed professional.
 - Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT

- The period of performance of this agreement shall be from **March 28th, 2023 – March 28th 2024** and shall renew automatically for one year terms unless either LH or MHC gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT:

- this contract may be amended through the mutual agreement of LH and MHC. Either organization may initiate a proposed amendment.
- All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

TERMINATION:

- It is the intention of LH and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible LH and MHC will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
- This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
- LH and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - LH or MHC commits a breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

- In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.
- If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT:

- This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.

- None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.

- In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (LH):_____

Date:_____

Title:_____

Signature (MHC):_____

Date:_____

Title:_____

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are 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) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Contract for Mental Health Services

Between
Hays County, Texas
And
Moonstone Counseling PLLC

Contract Initiation Date: March 28th, 2023

Hays County, a political subdivision of the State of Texas, via its Hays County Mental Health Court hereinafter referred to as "MHC" enters into a Contract with Moonstone, PLLC hereby referred to as "Moonstone". The purpose of this Contract is to establish a collaborative contractual relationship for providing mental health services for adults participating in the Hays County Mental Health Court Program.

COLLABORATION : MHC and Moonstone are committed to providing the highest quality behavioral health services. MHC and Moonstone agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and Moonstone will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and Moonstone will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinician to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES FOR MHC SERVICES

1. Moonstone clinicians will provide a clinical assessment, creation of a comprehensive treatment plan, and individual counseling services to participants of MHC that meet appropriate criteria.
2. Moonstone Clinician will request a signed release of information that will allow clinicians to reach out to program staff in the event of change in treatment plan.
3. Moonstone Clinician reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client
 - a. Would not benefit from clinical services
 - b. Does not currently have capacity for progress in an individual therapeutic setting
 - c. Is in need of higher levels of behavioral health care, such as IOP or medication stabilization.
4. Moonstone will bill for all sessions at a rate of **\$80/clinical hour**, defined as up to 50 minutes. LH will bill the client \$80.00 for any no-shows and less than 24 hour notice for cancellations.
5. In order to be good stewards of program funds, Moonstone clinicians will discharge MHC clients after 2 no shows/late cancellations in a 6 month period.
6. Moonstone will charge MHC \$80/clinical hour for any consultation that exceeds 15 minutes. Charges will be prorated in 15 minute increments.

7. Moonstone Clinicians and MHC will coordinate and agree on use of treatment plan and clinical documentation in a court setting, and clearly define confidentiality expectations.
8. MHC clients will be seen by all licensure levels at LH counseling, including LCSW, LCDC, LMFT, LPC, LMFT-A, LMSW, and LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to MHC clients.
8. If a Moonstone Clinician is subpoenaed for a MHC Court case, Moonstone will charge up to \$1,000 for a court appearance/response fee.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

1. Moonstone will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. All invoices need to be submitted to the Hays County Accounts Payable email: accountspayable@co.hays.tx.us
2. Payments will not exceed \$30,000 during the contract period.
3. As indicated, MHC will issue an IRS form 1099.
4. Moonstone reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

SUPPLEMENTAL TERMS AND CONDITIONS:

1. MHC and Moonstone agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and Moonstone
2. MHC and Moonstone agree to maintain all appropriate and applicable licenses required to perform the work as stated in this Contract
3. During the performance of this Contract, MHC and Moonstone agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. MHC and Moonstone further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
4. Moonstone agrees to notify MHC in writing within three (3) calendar days if a clinician license is suspended, revoked, voluntarily relinquished, or subject to terms of probation or other restrictions. MHC and Moonstone further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
5. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, HH will comply with all applicable regulations as listed in Appendix "A"- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

6. HH may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS:

1. Moonstone shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by Moonstone, their agents, representatives, employees, and/or subcontractors.
2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - a. General Liability: COMMERCIAL GENERAL LIABILITY
 - b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
 - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.
 - d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT"

1. The period of performance of this agreement shall be from **March 28th, 2023 – March 28th 2024** and shall renew automatically for one year terms unless either Moonstone or MHC gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT:

1. this contract may be amended through the mutual agreement of Moonstone and MHC. Either organization may initiate a proposed amendment.
2. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

TERMINATION:

1. It is the intention of Moonstone and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible Moonstone and MHC will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
3. Moonstone and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:

- a. Moonstone or MHC commits a breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.
2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT:

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.
3. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (Moonstone): _____

Date: _____

Title: _____

Signature (MHC): _____

Date: _____

Title: _____

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are 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) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Contract for Men's Sober Living Transitional Housing

Between

Hays County, Texas and
Horton House, 501C3

Contract Initiation Date: March 28th, 2023

Hays County, a political subdivision of the State of Texas, via its Hays County Mental Health Court hereinafter referred to as "MHC" enters into a Contract with Horton House, 501C3 hereby referred to as "HH". The purpose of this Contract is to establish a collaborative contractual relationship for providing sober living transitional housing for adult men participating in the Hay County Mental Health Court Program who are in need of transitional sober living and housing.

COLLABORATION : MHC and HH are committed to providing the highest quality social services. MHC and HH agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. MHC and HH will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and HH will, whenever clinically appropriate, utilize a Coordination/Consultative approach to better address the behavioral and mental health needs of their shared clients and help meet established treatment goals.

CONDITIONS PERTAINING TO SOBER LIVING TRANSITIONAL HOUSING SERVICES FOR MHC COURT PARTICIPANTS

1. HH will request a signed release of information that will allow staff to reach out to MHC staff in the event of any event that may affect the individuals ability to continue their stay at HH. Any events surrounding the current participants mental health treatment, challenges in their sobriety, or any other challenges they are facing should be discussed promptly between HH and MHC staff so that interventions may be utilized to address the issue at hand.
2. HH reserves the right to refuse sober living transitional housing services or exit a current resident immediately after an assessment if the House Manager or other HH staff in their professional judgment feels that client
 - a. Would not benefit from transitional sober living services
 - b. Does not currently have capacity for progress in this setting
 - c. Is in need of higher levels of behavioral health care that cannot be managed on an outpatient basis
 - d. Is a safety risk to the property, themselves, or other residents
 - e. Is unwilling to abide by all house rules including abiding by brfew, house chores and respecting other tenants.
 - f. Is not passing UA's administered by Horton House staff and upon further assessment is not committed to their sobriety. This is determined on a case by

case basis and is ultimately up to the judgement of Horton House Managers and CEO.

3

3. HH will bill for all monthly stays at a rate of **\$535/monthly**. If a client is asked to exit the program and transitional sober living facility no refund will be given.
4. HH will charge MHC \$50/ hour for any consultation that exceeds 15 minutes. Charges will be prorated in 15 minute increments.
5. MHC will share with HH the treatment plan that has been created, that the MHC court participant is required to follow throughout their time on the program.
8. If a HH staff is subpoenaed for a MHC Court case, HH will charge \$350 to MHC.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

1. HH will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days. All invoices need to be submitted to the Hays County Accounts Payable email: accountspayable@co.hays.tx.us
2. Payments will not exceed \$44,940 during the initial period of performance.
3. As indicated, HH will issue an IRS form 1099.
4. HH reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.

SUPPLEMENTAL TERMS AND CONDITIONS:

1. MHC and HH agree to explore in good faith all evident supplemental terms and conditions which may be of benefit to the clients, family members, and the communities served by MHC and HH
2. During the performance of this Contract, MHC and HH agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, Vietnam era or disabled veteran status, presence of HIV/AIDS or AIDS-related illnesses, or the presence of any sensory, mental or physical handicap or genetic information. MHC and HH further agree that they shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination.
3. MHC and HH further agree that they will notify the other if any other situation occurs which will materially affect their ability to carry out their duties and obligations under this Contract.
4. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, HH will comply with all applicable regulations as listed in Appendix "A"- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

5. HH may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management System (SAM). Certification and registration required as outlined in Appendix "B".

INSURANCE REQUIREMENTS:

1. HH shall maintain for the duration of this Contract, insurance (as specified in subparagraph d. of this Section) against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance or work hereunder by HH, their agents, representatives, employees, and/or subcontractors.
2. Coverage (as specified in subparagraph d. of this Section) shall be at least as broad as:
 - a. General Liability: COMMERCIAL GENERAL LIABILITY
 - b. Professional liability, Errors, and Omissions Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.
 - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.
 - d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$3,000,000.

TERM OF THE AGREEMENT"

1. The period of performance of this agreement shall be from **March 28th, 2023 – March 28th 2024** and shall renew automatically for one year terms unless either Horton House or MHC gives thirty (30) days or more advance written notice of intent to not renew.

AMENDMENT:

1. this contract may be amended through the mutual agreement of HH and MHC. Either organization may initiate a proposed amendment.
2. All agreed upon amendments shall be communicated in writing and will become effective thirty (30) days after receipt.

TERMINATION:

1. It is the intention of HH and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible HH and MH will extend a thirty (30) day time period to one another to remedy any situation that is found by either party to not be in accordance with this Contract.
2. This Contract may be terminated without cause by either party providing the other party is given thirty (30) days advance written notice of the termination.
3. HH and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - a. HH or MHC commits a breach of this Contract.

GOVERNING LAW AND ORDER OF PRECEDENCE

1. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: Applicable Federal Statutes and Regulations; Texas State Statutes and Regulations; Express Terms of this Contract; Exhibits of this Contract.
2. If any provision of this Contract is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provisions held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Contract.

ENTIRE CONTRACT:

1. This Contract and the documents attached hereto and herein referenced, as duly modified from time to time, contain the entire Contract.
2. None of the provisions of this Contract are intended or deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Contract. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venture of the other.
3. In witness whereof, the parties hereto have executed this Contract as of the Effective Date.

Signature (Horton House): _____

Date: _____

Title: _____

Signature (MHC): _____

Date: _____

Title: _____

"EXHIBIT A"

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). 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 Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages 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. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - 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 Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by [31 U.S.C. 1352](#). 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are 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) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

"EXHIBIT B"

System for Award Management (SAM)

Vendor may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

If Respondent is a corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



AGENDA ITEM REQUEST FORM: **K. 18.**

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept the Fiscal Year 2022 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. **INGALSBE/VILLARREAL-ALONZO**

Summary

A representative of ABIP, PC will be present to discuss the report and to answer any related questions.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to table consideration of the proposed Development Agreement for Mission Oaks Condominiums between Hays County, Davy Crockett Estates, LLC, and Lang Family Ranches L.P. until April 11, 2023, or until some future date designated by Commissioners Court. **SMITH**

Summary

The proposed Development Agreement will serve to exempt the Mission Oaks Condominium Regime and its Units from platting requirements outlined in the Hays County Development Regulations, while ensuring that development standards from our subdivision regulations are met.



AGENDA ITEM REQUEST FORM: K. 20.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to instruct that a policy be incorporated into the Hays County Purchasing Policy and Procedures Manual prohibiting the award of "evergreen" or auto-renewing contracts. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM: K. 21.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to seek the review of and proposals from qualified applicants for the collection of delinquent property taxes. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM: K. 22.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to seek the review of and proposals from qualified applicants for the collection of court fines and fees. **BECERRA**

Summary



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement related to RFP 2022-P12 Pet Resource Center - Project Coordinator between Hays County and Austin Pets Alive! and amend the budget accordingly. **INGALSBE**

Summary:

On November 22, 2022, the Hays County Commissioner Court awarded RFP 2022-P12 Pet Resource Center - Project Coordinator to Austin Pets Alive! to aid in the overall creation, and development of the Pet Resource Center, by providing the County the information presented in the Contract.

Fiscal Impact:

Amount Requested: \$300,000 (annual)
\$150,000 (FY23)

Line Item Number: TBD

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: Yes

Comments: Possible funding sources, ARPA, Infrastructure Improvement Fee Fund, combination of Co-Wide contingencies and Tobacco Settlement Fund

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2022-P12 Pet Resource Center

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:

Attachments

Exhibit A - RFP 2022-P12

Exhibit B - APA!

(PE) PSA - RFP 2022-P12



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2022-P12 Pet Resource Center – Project Coordinator		Date Issued: September 29, 2022	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 1:00 p.m. local time October 27, 2022. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 on October 12, 2022.	
Phone No.: (512) 393-2283			
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date	
	Hays County Clerk	Date	

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

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

OR

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

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P12
Pet Resource Center – Project Coordinator
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
October 27, 2022; 1:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** December – until project completion
- 7. Optional Contract Terms:** none
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than October 12, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

- 10. Addenda** Any interpretations, corrections or changes to this RFP and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

September 29, 2022	Issuance of RFP
October 12, 2022	Deadline for Submission of Questions (5:00 PM CT)
October 27, 2022	Deadline for Submission of Proposals (1:00 PM CT) Late proposals will not be accepted.
December 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a qualified organization for Program Coordinator Services to assist with the creation, development, and operation of a Pet Resource Center (PRC) that includes field services and Open-Door Veterinary and Spay Neuter Clinic from a non-profit, embracing the HASS model (Human Animal Support Services) and The Best Practice Playbook for Animal Shelters. The organization should have proven expertise in project management, staffing, outreach, community engagement, capital campaigns, fundraising, shelter management, and multidisciplinary areas of animal welfare.

B. Background

Hays County had an Animal Shelter and Animal Services Feasibility Needs Assessment conducted by Team Shelter USA in conjunction with Animal Arts. (Attachment A: Hays County Animal Shelter and Animal Services Feasibility Needs Assessment) The Assessment identified the need for an all-inclusive Pet Resource Center (PRC) to provide its animal residents and human visitors with best practices of care, while providing the Hays County community with counseling rooms and Safety Net Resources. Volunteers and staff will have ample area to provide enrichment for the shelter pets which will be exemplified in the meet and greet areas for adopters and pets. The medical and surgery areas will allow for pets to be examined and vaccinated upon intake, treated for any issues during their stay, and finally spayed/neutered along with any other treatments necessary before leaving the shelter with their new owner.

The Pet Resource Center campus will serve the community by providing for public and animal safety, social services programs providing a safety net for pet owners, care, and placement of shelter pets, euthanasia when appropriate, along with enhancing access to veterinary care for the public. The Open-Door Veterinary and Spay Neuter Clinic will serve the community in two main ways. The clinic will enhance access to veterinary care through financially sustainable/profitable business model that enhances access to care. A high-volume, subsidized spay/neuter program will help reduce shelter intake.

The Pet Resource Center will focus on a community-foster-centric model and proactive self-services and will be divided into four functional areas: Community Services, Shelter Operations, Medical Care for Shelter Pets, and Administration.

C. Scope of Work

The intent is for the Project Coordinator organization to aid in the overall creation, and development of the Pet Resource Center, as well as operate and manage the PRC/field services and/or the clinic. If the Project Coordinator organization does not want to operate and manage the PRC/field services and/or the clinic, then they would assist in hiring a Project Coordinator to operate and manage the PRC/field services and/or the clinic.

The awarded organization will act as the Project Coordinator, who will be responsible for providing the following services:

Creation and Development:

- Develop a high-level plan/budget to operate and manage the Pet Resource Center and the Clinic.
 - Provide a three-year budget proposal
 - Provide a one-year annual budget that breaks out costs by category
 - Provide costs for the staffing plan

- Provide a costing strategy that breaks out fixed and variable costs
- Describe the cost basis for all variable groups (e.g., hourly rates for staff)
- Describe the per animal cost basis and its methodology, if applicable
- Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.
- Research Land options that met the criteria laid out in this proposal.
- Develop a social media outreach plan
- Develop a Capital Campaign and Fundraising Plan:
 - Establish a Fundraising Board
 - Establish a 501c(3) Hays County Friends Booster Organization: Friends of Hays County pet Resource Center.

Operational Development:

- Develop hours of operation that are conducive to Hays County taxpayers:
 - Normal hours of Operation
 - After-hours/Calls for Service
- Develop Standard Operating Procedures
- Develop a staffing organization chart with staff categories and hours required, as well as the hiring plan for each level/category of staff:
 - Medical Director/Veterinarian
 - Animal Control Field Services
 - Shelter Staff
 - Provide information on how staff and volunteers will be trained.
 - Provide information on any subcontractors that will be used.
- Services Offered to both pets and their humans.
- Develop and implement major programs, including but not limited to community-facing initiatives, Safety Net, Pet Retention Assistance, Lost Pet reunification Assistance, and Adoption and Holding for dogs and social cats when no other alternatives can be identified. Note: outdoor community cats enter for sterilization and vaccination only through a trap/neuter/return (TNR) or shelter/neuter/return (SNR) program.

Pet Resource Facility:

Research land and location options per the following guidelines. The proposed new facility for Hays County consists of a combined Open Door community clinic that includes a subsidized spay/neuter program, measuring 4,063 interior square feet, a Pet Resource Center measuring 17,749 interior square feet, and 5,950 exterior, covered square feet. Locating these two buildings on one site will allow the community to access services to keep their pets safe and healthy.

Additional item to consider for a new site for the Pet Resource Center:

- Ability to hold 27,762 SF of programmatic elements.
- The usable size of the site should be five times larger than the size of the building, or around 3.2 acres minimum. Three to five usable acres would be a good target for initial land searches. The larger size will allow for flexibility and the potential for future expansion. When we define usable acres, we mean:
 - Not Chopped up or restricted by easements and setbacks
 - Not in flood plains or zones
 - Not used for hazardous industrial uses previously
- Collocated to other Hays County public-facing, social service functions. There is tremendous potential in providing exceptional service to the community by placing human social service functions on the same site.
- In a safe area easily accessible from San Marcos, Buda, and Kyle

- Proper zoning designation and/or ability to rezone or achieve special use permits.
- City utilities are available, including water, sewer, and three-phase power.
- In an area that allows outdoor uses for dogs (i.e., not immediately adjacent to residential use).

D. Qualifications

The Organization will be a competent organization with prior experience in creating, developing and operating a successful Pet Resource Center.

- The organization demonstrates the ability to commence and perform required work promptly upon award of contract.
- Provide documentation that the organization has operated a successful, innovative, lifesaving Pet Resource type center/shelter. Include annual statistics for 5 years separated by species.

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

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

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

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

E. Proposal Requirements

All proposals shall demonstrate the organizations' experience in performing a project of this scale and complexity. For the County representatives to accurately evaluate whether the organization meets the "Minimum Qualifications" and the "Scope of Work", all proposals shall include the following.

Proposals shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**
- **Front and rear covers**

Items that count towards the 30-page limit

- **Profile/Experience of the Organization**
 - Organization information shall include: Organization legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.

- Experience of the Organization and prior work performance.
- List of any criminal charges, civil lawsuits, or dispute resolutions to which the Organization is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your organization is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform/Specific Approach, Strategy, and Timeline**
 - Describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services, delineating how the Company will be operational to provide Program Management Services for the Pet Resource Center
 - Provide a proposed timeline of each phase and the deliverables
- **Estimated Fees/Total All-Inclusive Maximum Price**
 - The proposal must include all costs that are necessary to successful completion of the project.
 - The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the company providing the best value, cost and other factors considered.

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 30-page limit but should be conservative in their inclusion. The organizational chart is included in the 30-page limit and it is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 30-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 30-page limit.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. **Experience of the Company** **30 points**
Qualifications of staff assigned to this project. Company history with biographies and/or resumes for principal contacts, and company certifications. References and recommendations from current or former clients.
2. **Program cost proposal** **30 points**
The proposal must include all costs that are necessary to successful completion of the project. The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the organization providing the best value, cost and other factors considered.
3. **Capacity to Perform** **40 points**

Describe the capacity to perform the scope of work activities, by providing your approach/strategy. The organization's proposal adequately demonstrates an understanding and experience in developing and managing a Pet Resource Center or similar services, which is documented in its proposal.

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.

- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are

unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

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

32. MODIFICATIONS:

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

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

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

Automobile Liability:

Bodily Injury (Each person) | \$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00

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: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>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.</p>		
<p>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).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

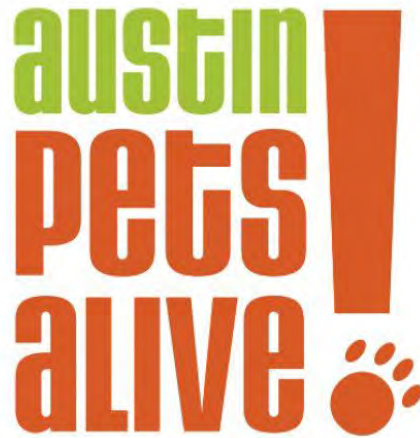
⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

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

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

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

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



RFP 2022 — P12

PET RESOURCE CENTER - PROJECT COORDINATOR

PREPARED FOR:

HAYS COUNTY AUDITOR

PURCHASING OFFICE

712 S. STAGECOACH TRAIL, SUITE 1071

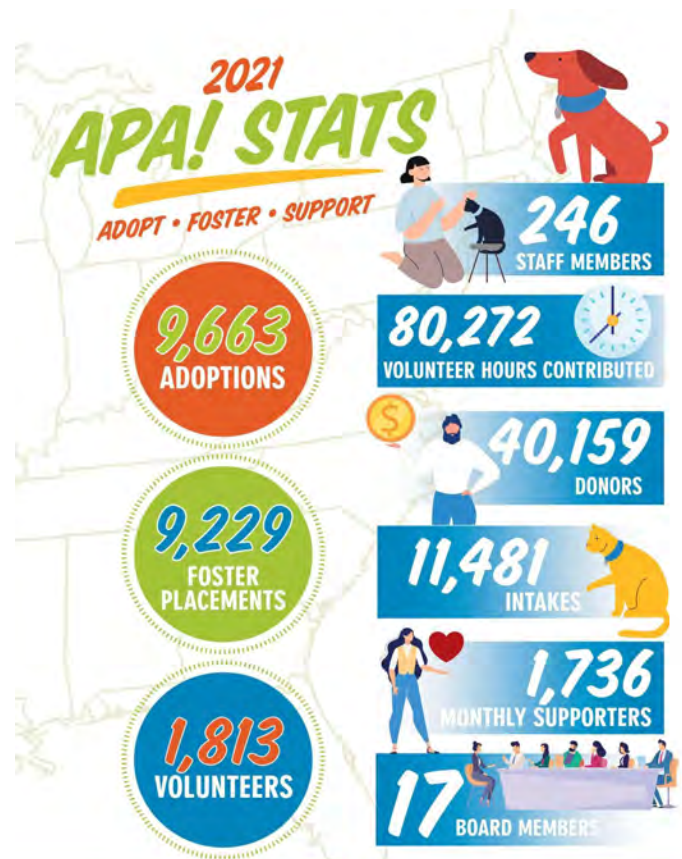
SAN MARCOS, TX 78666

PREPARED BY **AUSTIN PETS ALIVE!**

■ PROFILE & EXPERIENCE

Austin Pets Alive! (APA!) is an internationally recognized and well-established animal welfare organization based out of Austin, TX. Austin Pets Alive! began in 1997 as a largely volunteer-led advocacy initiative to end the euthanasia of healthy and treatable pets in Austin's city shelter. APA! was established as a rescue organization in 2008, and has saved over 100,000 animals since its inception. APA! pioneers comprehensive, innovative programs designed to save the animals most at risk of euthanasia. APA! has an annual intake of over 11,000 animals and partners with over 150 shelters and rescues within the state of Texas. APA! has established Austin as the first and largest city in the United States to achieve and maintain a live outcome rate of over 95%.

APA! teaches its renowned lifesaving model through American Pets Alive!, APA!'s national division. In 2020, AmPA! began the Human Animal Support Services (HASS) project, a collaborative movement of more than 4,600 animal welfare professionals working in nearly 1,500 organizations. HASS is the first-of-its-kind collective of shelters and animal welfare professionals coming together to build community-focused animal services that support the bond of people and animals. Historically, APA! has focused on achieving live outcomes for pets who have already entered the shelter system. With HASS, the work has expanded to include a focus on reducing shelter intake, serving more pets in their communities, and helping families stay together.



Our American Pets Alive! division has provided extensive shelter consulting services to hundreds of animal welfare organizations nationwide. Our team has published 13 toolkits and over 350 individual resources have been created and shared to an international audience regarding community focused animal services. APA! also operates a Positive Alternatives to Shelter Surrender (P.A.S.S.) program that provides resources and services to thousands of Texans who are experiencing challenges to keeping their pet(s) with an overall goal of keeping pets out of the sheltering system.

APA! currently has 240 employees, and if awarded this contract would hire 1 full-time Project Manager dedicated to leading this project and ensuring the coordinator duties are successfully fulfilled.

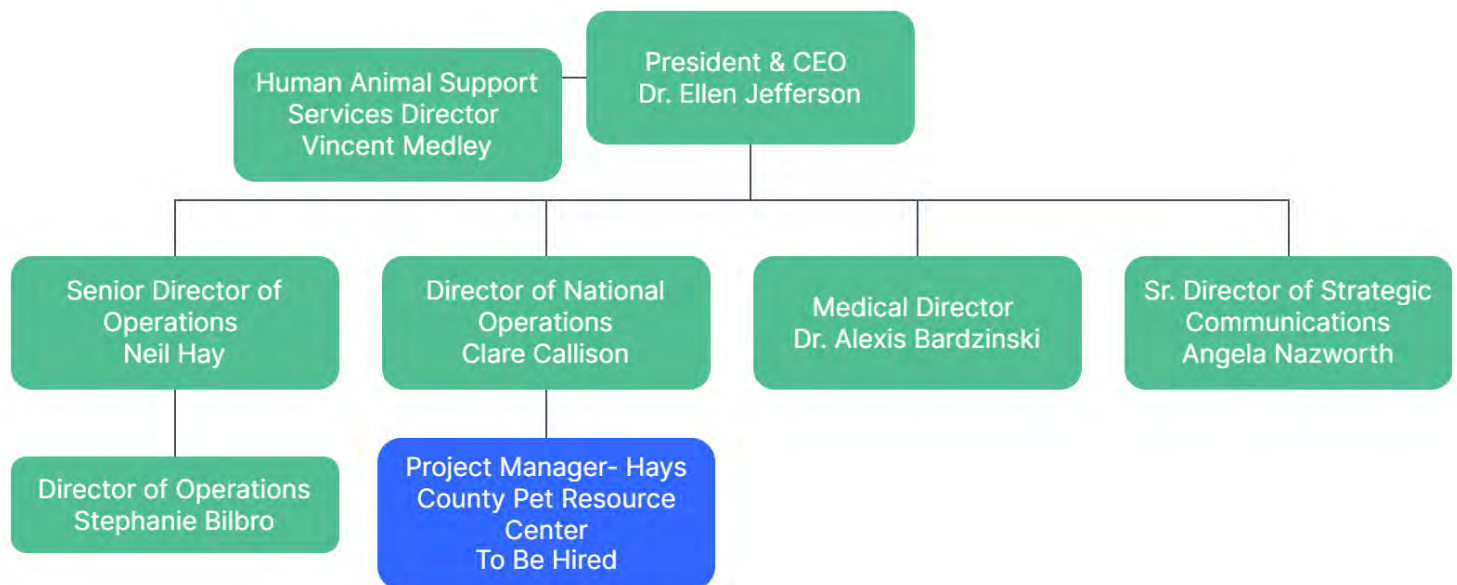
Austin Pets Alive! has no criminal charges, civil lawsuits, or dispute resolutions in the last five (5) years to disclose.

■ KEY PERSONNEL

Austin Pets Alive! would hire a high level project manager to oversee the successful implementation of this contract. APA! would be able to commence and perform required work promptly upon award of contract. As some of the top leaders in animal welfare with years of shelter and community partnership experience, key APA! senior leadership staff would provide ongoing support to this role. The Human Animal Support Services Director leading the national implementation of community focused animal services, would provide direct support and recommendations to the Project Manager. The Senior Director of Strategic Communications will help prepare a marketing and communications plan to ensure widespread engagement and external support exists for the Pet Resource Center. Our Operations and Medical leadership team will provide direct support and planning to ensure community services, shelter operations, medical care for shelter pets, and administration are planned for success.

Organizational chart is displayed below and resumes with contact information for key leadership positions listed are attached.

Name	Title	Email	Phone Number
Clare Callison	Director of National Operations	Clare.Callison@americanpetsalive.org	210.792.8190
Vincent Medley	Human Animal Support Services Director	Vincent.Medley@austinpetsalive.org	832.830.7185
Angela Nazworth	Senior Director of Communications	Angela.Nazworth@austinpetsalive.org	703.216.7129
Neil Hay	Senior Director of Operations	Neil.Hay@austinpetsalive.org	914.318.8682
Stephanie Bilbro	Director of Operations	Stephanie.Bilbro@austinpetsalive.org	512.842.9095
Dr. Alexis Bardzinski	Medical Director	Alexis.Bardzinski@austinpetsalive.org	561.313.4030



■ CAPACITY TO PERFORM SCOPE, STRATEGY, & TIMELINE

Austin Pets Alive! has adapted to respond to the massive population growth in central Texas over the recent years, and has implemented proven, measurable, and effective strategies to serve the Austin community and beyond. Through our comprehensive work both regionally and nationally with hundreds of animal services in the country, Austin Pets Alive! has extensive knowledge of strengths and weaknesses that exists with various shelter models. For Hays County, APA! would be



able to design and implement a state-of-the-art Pet Resource Center model that can prosper and adapt to the county's growth and evolving needs over time.

Creation and Development: The Project Manager will lead the development of a high-level plan and the budget to operate and manage the Pet Resource Center and clinic. The first step for this position is to conduct a community needs assessment in Hays county to ensure that the Pet Resource Center addresses the true needs of Hays county members, rather than assumed needs. The objective will be a completed community needs assessment for Hays County within the first four months.

The next step will be to complete a gap analysis of available services, and obtain a comprehensive picture of the support landscape in Hays County. This analysis would highlight where there are gaps in services, and also highlight opportunities for external partnerships. Included is a sample gap analysis worksheet that would be utilized as an assessment guide. The objective would be a full gap analysis report of animal support services for Hays County with key partnership opportunities identified within the first five months of obtaining the contract.

 HASS Outlining Community Partnerships Worksheet

Based on the findings of the community needs assessment and the gap analysis of existing available services, our Project Manager and team will be able to identify key priorities and initiatives for programming. A sample pet support guide attached, will help us identify what resources need to be collected, and what partnerships and programs need to be prioritized. The objective would be the completion of a full report outlining the priorities and initiatives for Pet Resource Center programming, and available partnerships to prioritize, within the first six months of the contract.

HASS Pet Support Guide and Worksheet

Once key services and programs are identified, assembling organizational charts, compiling job descriptions, protocols, and standard operating procedures will be the next step in development. Implementing robust Community cat programming will be a critical program of the Pet Resource Center, so we look forward to county ordinances being revisited. The medical clinic priorities and unique programming will also be developed in response to the community needs assessment, gap analysis, and will have the flexibility to adapt as community needs may evolve over time. Flexibility and adaptability will be a cornerstone of our approach, as we know that community needs often shift and county growth is an important factor in this successful development and implementation of a Pet Resource Center.

One of the primary goals of the Project Manager role is to outline the Pet Resource Center's goals and opportunities in the four functional areas (Community Services, Shelter Operations, Medical Care for Shelter Pets, and Administration). Utilizing information gathered from community needs assessments, gap analysis, and data from the Human Animal Support Services team, the Project Manager will develop a staffing plan to produce a one-year annual budget and a three-year budget proposal using model budget calculators within the first contract year. The Project Manager will also have support from the APA! Operations team to research and analyze all aspects of the land options to ensure it successfully meets the evolving needs of the Pet Resource Center and clinic.

Austin Pets Alive! has one of the highest levels of social media engagement in the animal welfare industry. The Project Manager will be able to develop a robust outreach plan for

Hays county, utilizing APA's marketing expertise that has driven this rapid social media growth and exceptional community support.

Austin Pets Alive! cannot embark on a capital campaign at this time but as we prepare the operational budget, there will be an anticipation of private fundraised dollars augmenting the county funded budget.

Operational Development: Historically, accessibility to animal services and Veterinary care has been severely lacking in most communities. This gap in crucial services highlights the important role the Hays County Pet Resource Center plays in serving as *the* model for Pet Resource Centers nationally. Accessible hours is a crucial piece of this, and the proposed operating hours and system for after-hours/calls for service would be conducive to the needs of the Hay's County community. Fortunately, through the work of Human Animal Support Services, and the immense focus on developing standard operating procedures, job descriptions, and detailed toolkits, Austin Pets Alive! is fully equipped to develop and implement multiple community support programs. The infographics below illustrate an overview of our programmatic approach, and each corresponding program has a developed playbook and is ready for implementation. A robust implementation plan would be created within the first year of obtaining the contract.



Unstable System



Stable and Sustainable System



Pet Resource Facility: The Project Manager would be well-equipped to research land and location options that satisfied all the requirements for the growing needs of the Pet Resource Center. The Project Manager would also have Austin Pets Alive's extensive network of support to research available properties, and would prepare a report on each potential land option so the county had a comprehensive picture of all available options. Expected timeline of completion would be in the first 6 months of the contract.

References:

Name of Organization	Address	Phone Number	Representative's Name
San Antonio Pets Alive!	9107 Marbach Rd.Ste 109 San Antonio, TX 78245	830.357.9894	Rebecca Mayberry, Executive Director
Humane Society of Harlingen	1106 Markowsky Ave Harlingen, TX 78550	956.607.7495	Luis Quintanilla, Executive Director
Palm Valley Animal Society	2451 N Expressway 281, Edinburg, TX 78541	512.791.3753	Faith Wright, Director of Operations

Responsibility: Austin Pets Alive!'s operations are supported by program-restricted and general operating funds, raised through a combination of individual donations, grants, sponsorships by local businesses, and income from APA!'s three thrift stores and our retail website. Since 2015, we have steadily invested in our Philanthropy and Marketing teams to sustain operational growth, including a significant expansion of both teams in 2020-2021. These teams are equally responsible for meeting annual funding goals and work together closely. As we have invested in Philanthropy and Marketing, APA! revenues have met or surpassed each year's growing annual expenses. Additionally, APA! has been working to add earned income streams to support operations, including our thrift and retail operations, with all net proceeds supporting animal programming. APA! is financially healthy and we have built a substantial reserve fund to provide a financial safety net in emergencies.

Qualifications: Over the last two years, Austin Pets Alive! has created the largest collaborative movement of international animal welfare organizations focused on community based animal services, Human Animal Support Services. However, Austin Pets Alive! has been focused on community based solutions and providing safety net services for the community for over a decade through our Positive Alternatives to Shelter Surrender (P.A.S.S) program. This program has provided emergency pet food, pet resource assistance, and referrals to outside social service and animal welfare organizations. In the last year, the P.A.S.S.program has raised over \$30,000 in community donations that have enabled people to keep their pets when facing challenging Veterinary bills and have helped rehome 1,030 pets that needed alternative placement. In the last year, over \$250,000 of in-kind donations have been distributed to 315+ individual families and 20+ organizations. Initiated just in February of 2022, an external partnership between Austin Pets Alive! and THRIVE Health Care has already helped 70 families in Travis and Williamson counties keep their pets after facing the choice to either surrender or euthanize due to unexpected medical costs. Austin Pets Alive! has a local network of over 1,800 active community volunteers and runs one of the largest animal welfare volunteer programs in the country. Austin and American Pets Alive staff are consistently frequent presenters at the major national conferences with a strong focus on community based programming.

Year	APA Dog Intake	APA Cat Intake	Total Intake
2021	5,855	6,746	12,601
2020	5,271	7,233	12,504
2019	4,675	5,458	10,133
2018	4,714	5,777	10,491
2017	5,126	5,557	10,683

APA intake over the last 5 years, while maintaining a city wide live outcome rate that has exceeded 95% each year.

Time of Performance: Austin Pets Alive! fully acknowledges and understands the importance of promptly responding to the county and complying with required or proposed delivery schedules. Our team is currently utilizing a project management software system to manage our international project, HASS, and track requests, statuses, deadlines, and communication. To fulfill this contract, we would hire a high-level professional for the role of Project Manager, with a proven record of successful project development and implementation. The requirements of the Project Manager role would include prompt response time to Hays County requests and deadlines. We would also ensure that the Project Coordinator Contract requests were managed through our existing project management software. With direct oversight from the National Director of Operations and our key members of our leadership team, we can ensure that requests would be fulfilled, regardless of any circumstances.

■ ESTIMATED FEES/TOTAL ALL-INCLUSIVE MAXIMUM PRICE

In order to successfully fulfill the Project Coordinator contract, Austin Pets Alive! is requesting \$300,000 for the first year, with the breakdown of costs listed below. We appreciate the opportunity to submit this proposal and look forward to answering any questions you may have.

Hays County RFP- Project Coordinator, Pet Resource Center	
1st year	
Item	Cost
Project Manager (1 FTE Salary+Benefits)	\$221,920.00
10% of Director of National Operations Time	\$11,500.00
Collective APA leadership support time	\$18,000.00
Contract consultant- Social Media Ads	\$30,000.00
Social media ad spend	\$13,580.00
Travel Expenses	\$5,000.00
TOTAL REQUESTED	\$300,000.00

RFP 2022 — P12

PET RESOURCE CENTER - PROJECT COORDINATOR

CONTACT FOR BID PROPOSAL:

CLARE CALLISON

DIRECTOR OF NATIONAL OPERATIONS

CLARE.CALLISON@AMERICANPETSALIVE.ORG

210-792-8190

PREPARED BY **AUSTIN PETS ALIVE!**

■ **ESTIMATED FEES/TOTAL ALL-INCLUSIVE MAXIMUM PRICE**

In order to successfully fulfill the Project Coordinator contract, Austin Pets Alive! is requesting \$300,000 for the first year, with the breakdown of costs listed below. We appreciate the opportunity to submit this proposal and look forward to answering any questions you may have.

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TOTAL REQUESTED	\$300,000.00



Pet Support Guide and Worksheet

This document is designed to help intake, field services, pet support, dispatch, officers and customer service personnel work with owners to provide services in order to keep families together.

Step 1: Need is established (walk in, field call, phone call)

Step 2: Why does the individual or family need the help/shelter?

Step 3: Is the reason something you have resources for?

Step 4: If yes, then provide resources

Step 5: If no,

Step 5a: Then is there a partner in the community that can provide resources to keep pet

Step 5b: Then, ensure pet's safety if remain in home and offer rehoming assistance and/or rescue referral

Step 5c: Then, if no resource in the community or your shelter exist or pet is not safe to keep in home while rehoming, intake pet

PET SUPPORT RESOURCE WORKSHEET

Resource	Have In-House Resources?	Have External Resources?
BEHAVIORAL		
Information sheets		
Volunteer trainers/behavior support		
Trainers		
Best practices outlined to share verbally		
Training supplies (muzzles, leashes, harnesses, collars, potty pads, crates, puzzles, pheromones, calming jackets)		

Training help-line		
Funding assistance for training support		
Dog walking/exercise support		
MEDICAL		
Medical information sheets		
Over the counter solutions/supplies		
Low cost/free veterinary services		
Telehealth		
Funding assistance		
Fundraising guidance		
Neonatal support		
Pet insurance resources		
Vaccine clinics		
Flea/tick control		
CONTAINMENT		
Containment supplies (dog houses, straw, appropriate tie-outs, tarps)		
Fencing/home repair assistance		
HUMAN HOUSING		
Temporary boarding		
Pet deposit assistance		
Landlord mediation, tenant rights & education, legal advocacy for tenants		
Pet-friendly rental/house list		
Insurance list/guidance		
Human shelter that allow pets (external only)		
Peer to peer fostering		
COST OF LIVING		
Grooming assistance		

Basic vetting support		
Licensing assistance		
Reclaim fee assistance		
Transportation assistance		
Free/low cost boarding for people in crisis or disaster		
Crisis/disaster networks resources (external only)		
Tenants rights support		
General funding assistance		
Free/low cost pet food and supplies		
Senior support		
LOST AND FOUND PET SUPPORT		
Lost and found listing/posting		
Flyer production		
Information sheets		
Lost and found report matching		
Microchip scanning		
Trapping assistance		
Microchip clinics		
Community lost/found social media pages		



Outlining Community Partnerships Worksheet

OUTLINING PARTNERSHIP OPPORTUNITIES

Use this table to outline partnerships that currently exist and organizations in your community that you need to build relationships with.

Agency/Org Type	Existing Partnerships	Potential Partnerships
Homeless shelters and support agencies		
Social services		
Public health agencies		
Food pantries		
Senior services		
Domestic violence support agencies		
Government agencies		
Veterinary clinics		
Other shelters/rescues		
Disaster support agencies		
Groomers		
Youth organizations		
Chamber of commerce		
Community-based organizations		
Child welfare organizations		
Businesses/Corporate		
Other:		

Clare Michiko Callison

13804 Sierra Wind Ln, Elgin, TX 78621 | 210.792.8190 | Cjoscey03@gmail.com

EDUCATION

BACHELOR OF SCIENCE | MAY 2007 | ST. LAWRENCE UNIVERSITY CANTON, NY

- Major: Biology/Environmental Studies
- Study abroad in New Zealand, 2007: Massey University, Palmerston North, New Zealand.

ANIMAL SHELTER MANAGEMENT CERTIFICATE | AUG 2018

- Maddie's Fund Scholarship Recipient, University of the Pacific.

EXPERIENCE

BOARD MEMBER | COMPANIONS AND ANIMALS FOR REFORM AND EQUITY (CARE) | MAY '20-PRESENT

DIRECTOR OF NATIONAL OPERATIONS | AMERICAN PETS ALIVE | MAR 2021-PRESENT

- Provide staff training and leadership support to numerous animal welfare organization through site visits, to help streamline shelter operations, prioritizing public safety, and community programming.
- Evaluates and analyzes shelter operations, from animal intake to outcome to establish priorities and maximizing efficiencies with available resources.
- Leading national diversity, equity, and inclusion efforts to bring collaborative leaders together in animal welfare.
- Leading initiatives on supply and demand equity for underfunded shelters needing support.
- Provide audits and recommendations for public facing content to increase inclusivity.
- Developing and adhering to operational budgets, producing and analyzing performance reports for stakeholders, and making recommendations for strategic decisions.
- Developing new employee positions, conducting interviews, training, and performance evaluations.
- Creating emerging leaders program at Austin Pets Alive to give entry level staff a pipeline to leadership positions.
- Established and supervising a transport hub program to support Texas shelters, the first of its kind in the region.
- Represented the organization at numerous local, state, and national conferences, webinars, and media interviews on reducing pet length of stay in shelter, innovative shelter programming, and keeping pets with families.

MADDIE'S CANINE LIFESAVING ADVISOR | AMERICAN PETS ALIVE | OCT 2018-MAR 2021

- Instructed over 200 animal welfare professionals/year from around the country on innovative canine shelter programming, prioritizing public safety, and maximizing operational efficiency.
- Provided guidance to a variety of animal welfare organization through site visits, staff training, and ongoing support to improve shelter operations, prioritizing public safety, and community programming.
- National conference speaker, and presenter on webinars and online trainings on proactive and open adoption practices and rescue transport partnerships.
- Developed new support resources based on innovative strategies to help support pets and people.

DIRECTOR OF OPERATIONS | SAN ANTONIO PETS ALIVE (SAPA) | FEB 2016-OCT 2018

- Managed the contract between SAPA and San Antonio Animal Care Services. Participated in strategic planning and ongoing support to municipal shelter operations with a 30,000 annual pet intake per year.
- Responsible for managing SAPA's operations and the placement of over 6,000 animals from the City of San Antonio Animal Care Services per year.
- Supervised the operations of four facilities across San Antonio, providing unyielding positive support for over 40 employees in an extremely fast paced work environment.
- Implemented three additional options for fostering, dog playgroup, progressive medical practices, eliminated adoption/foster barriers, and developed one of the largest transport programs in Texas.
- Assisted the Executive Director and Development Director with philanthropy, community partnership development, and strategic plan initiatives.

LIVE RELEASE MANAGER | SAN ANTONIO PETS ALIVE | OCT 2013-FEB 2016

- Supervised a high volume animal care and adoption center that facilitated over 3,000 adoptions annually.
- Working onsite at the municipal shelter, helped manage partnership between city shelter and the largest contracted partner, San Antonio Pets Alive (SAPA).
- Developed a large scale and fast paced placement marketing team for animals at the municipal shelter, which helped to increase the city's live release rate from 30% to 90%.

FOSTER RESCUE COORDINATOR | SAN ANTONIO ANIMAL CARE SERVICES | DEC 2011-OCT 2013

- Promoted from Adoptions to Foster/Rescue Coordinator within 1 year of hire.
- Developed a robust foster program from the ground up in a 30,000 annual intake municipal shelter.
- Rapidly created a proactive marketing initiative to secure more rescue and foster placements to increase the 30% live release rate while prioritizing public safety.
- Recruited and cultivated numerous rescue partnerships, and managed the logistics of rescue placement and transport.

VETERINARY TECHNICIAN | TEXAS VETERINARY HOSPITALS | MAR 2011-DEC 2011

- Provided exemplary customer service by addressing pet health questions, concerns, working with pet families on treatment and affordable payment plans.
- Evaluated incoming patients to determine treatment needs and urgency of care.
- Collected and prepared specimens and samples, administered vaccinations, and IV treatments.
- Performed dental prophylaxis, monitored anesthesia, and prepared and recovered surgical patients.
- Assisted with connecting the private vet practice to local rescue organizations for spay/neuter and post adoption support.

ANGELA NAZWORTH

*Brand Strategist and Corporate
Communications Leader*

📞 703.216.7129

✉ angela.nazworth@gmail.com

🏠 Austin, Texas

[linkedin.com/in/angelanazworth](https://www.linkedin.com/in/angelanazworth)

PROFILE

Highly strategic internal and external communications executive with deep expertise in brand strategy, public relations, and crisis management. Proven ability to protect and convey brand health for both corporate and nonprofit entities. [Led creative direction for Austin ADDY award-winning branding spot series.](#) Recognized for thought leadership in driving brand awareness through exceptional storytelling skills and crafting and executing marketing and PR campaigns that inspire change and result in cultural transformation. Collaborative and visionary leader who serves to mentor, coach and champion employees while building and retaining high-functioning, diverse teams. Excellent crisis communications management and media relations skills with experience navigating high-profile coverage.

EXPERTISE

Strategic Storytelling

Talent & Team Development

Brand Strategy

Culture Campaigns

Media Management

Public Relations

Employee Marketing

Crisis Communications

Media Strategy

Public Speaking

Digital Marketing

DEIB Communications

EXPERIENCE

Vice President, Strategic Communications & Marketing
Upbring | Austin, TX | 2016–Present

Recruited to lead communications and marketing division for statewide NGO with more than 1,000 employees operating 10 lines of business throughout 83 locations generating \$100M.

- Create and execute high-level internal and external marketing and communications strategies that drive brand awareness, engage supporters, inspire internal cultural transformation, and increase revenue.
- Introduced digital marketing and communications initiatives that generated a more than a 500% increase of social media followers and more than 200% ROAS for a foster parent recruitment campaign.
- Successfully managed media relations during high-profile, polarizing national crisis including navigating sensitive interviews with CEO across major network news outlets. Also led a team of two staff members through fielding hundreds of media calls, and successful press negotiations.
- Implemented a storytelling culture inclusive of the creation of a storybank that leverages 100+ stories annually to create compelling content. An example of success is a three-part ADDY Award winning branding

CERTIFICATIONS

Accreditation in Public Relations
PRSA | 2001–Present

RECOGNITION

Austin ADDY Awards
Upbring/Cut to Black | 2018

Served as creative director for brand commercials that won three Austin ADDY awards.

EDUCATION

BACHELOR OF ARTS
Communications
Houghton College
1992–1996

spot that generated increased brand recognition among key constituents.

- Co-founded a culture committee and created and led strategic internal communications strategies resulting in a 30% increase in employee satisfaction levels of employee communications channels.
- Spearhead communications strategies that generate internal buy-in and external attention for Upbring's endeavors in cryptocurrency and blockchain technologies.

Director, Storytelling & Impact Communications

American Diabetes Association | Alexandria, VA | 2012–2016

Led internal, executive, volunteer, research, and donor communications for nation's largest nonprofit fighting diabetes.

- Led a satellite media tour with Pfizer starring an A-list celebrity and a renowned endocrinologist.
- Orchestrated the creation and implementation of quarterly all-staff town hall gatherings throughout more than 30 locations throughout the nation.
- Created a framework for congruent storytelling processes throughout internal and external audiences across all lines of business.
- Communicated outcomes from premier diabetes research to lay audiences to generate partnerships and funding that surpassed a \$15M value annually.

Marketing & Communications Specialist

Peoples Bank | Marietta, OH | 2010–2012

Managed all aspects of internal and external communications strategies, programs, and campaigns for all lines of business for a financial services company with \$3.2 billion in assets.

- Launched a successful full-scale internal and external communications campaign for a new product line that reached thousands of customers and employees.
- Created and launched engaging internal communications strategy and collateral that helped increase employee satisfaction of internal communications efforts by 78%.
- Ghostwriter for all CEO communications.
- Doubled positive media coverage.

Stephanie Bilbro

Austin, TX | 313-770-1098 | stephaniembilbro@gmail.com

Professional Profile

Passionate animal welfare professional with 12 years of experience in a variety of animal welfare settings, and 8 years leading teams in all aspects of shelter operations. Motivated team player, with strong leadership skills and a proven track record of process, system, and facility improvements resulting in better quality of life for animals and streamlined workflows for staff and volunteers. High-energy, solutions-oriented, and goal-driven, with an interest in progressive approaches to animal welfare services, especially as they relate to at-risk animal populations and inclusive community outreach and support. Core competencies include:

- Effective personnel management, including integrated teams of staff and volunteers
- Comprehensive knowledge of animal sheltering operations and industry best practices
- Collaborative problem-solving and policy development
- Data-driven decision making and program analysis

Career Experience

Director of Lifesaving Operations | Austin Pets Alive! | September 2018 – present

Manage several aspects of daily shelter operations in a high-volume private non-profit shelter with a focus on at-risk cat and dog populations. Work closely with volunteer, clinic, HR, IT, finance, legal, marketing, and development departments to align objectives and strategic goals.

- Implemented monthly metrics reporting for senior program managers, increasing transparency and accountability for program goals and outcomes
- Developed new manager onboarding process for operations teams to ensure better integration into organization and establish clear priorities and goals
- Oversee variety of facility and safety-related improvements, including \$200k building renovation project and installation of dog “tiny homes” for improved quality of life
- Positively represent organization in media interviews, donor events, and partner/vendor relations

Shelter Manager/Volunteer Coordinator | Cheyenne Animal Shelter | May 2017 – August 2018

Managed daily shelter operations of a mid-sized county-contracted open admission shelter and animal control facility, including animal care, customer care, behavior, foster, maintenance, and volunteer departments. Worked closely with animal control, clinic, development, marketing, and HR teams to ensure effective operations.

- Created, revised, and implemented Standard Operating Procedures (SOPs) and related staff training, resulting in increased staff competence and efficiency, as well as improved quality of life for animals in care
- Grew existing volunteer program by restructuring onboarding and training, offering more job opportunities, and improving staff-volunteer relationships
- Worked to build transfer intake program from partner shelters and under-resourced communities across Wyoming and neighboring states

Companion Animal Manager | Kindness Ranch Animal Sanctuary | November 2013 – April 2017

Responsible for daily operations of the companion animal programs, including scheduling and managing staff, volunteers, and visitors, as well as the intake, care, and adoption programs for dogs and cats.

- Improved adoption process by eliminating outdated barriers, resulting in an increase of adopter accessibility and quality adoptions for dogs and cats
- Maintained confidential working relationships with sending and receiving partners to ensure animals were moved to safety at the earliest opportunity
- Created and implemented SOPs to provide consistency in programs for all animals, staff, and volunteers, and to ensure compliance with oversight organization regulations (OSHA, USDA)
- Grew social media presence nationally through consistent and engaging content

Lead Animal Care Technician | Humane Society of Huron Valley | April 2012 – October 2013

- Provided daily care and enrichment for all shelter animals, as well as friendly customer service for all visitors, including animal behavior consultations for potential adopters
- Worked closely with supervisors to ensure that all staff and volunteers were aware of and striving for organizational goals, through comprehensive training and continuing education

Evaluator Assistant/Animal Care Attendant | Dearborn Animal Shelter | September 2009 – April 2012

- Evaluated all resident animals for health issues, determining need and eligibility for professional veterinary care, and determining eligibility for adoption; provided routine medical care as needed; performed humane euthanasia as directed
- Organized and led off-site adoption events, supervising teams of volunteers while positively representing the organization

Education and Professional Development

B. Sci., Business Administration | Southern New Hampshire University | *Expected graduation, 2023*

Animal Shelter Management Certificate | University of the Pacific | November 2017

Associate in Business | Henry Ford Community College | December 2011

Conferences and Certifications:

Fear Free Shelters Course Certification | May 2021

American Pets Alive! Conference | American Pets Alive! | February 2020

- Presenter: *The Leader's Guide to Communicating with Stakeholders*
- Presenter: *But We're Full: Smart Strategies to Increase Capacity for Dogs*

Principles of Animal Behavior and Learning | IAABC Online | August 2016

Clicker Expo | Karen Pryor Clicker Training | May 2016

Neil Hay

404 Ashley Dawn Lane, Austin, TX 78704 / T 914 318 8682 / E: neil.hay@austinpetsalive.org

Employment:

October 2022 – current

Senior Director of Operations, Austin Pets Alive! ('APA!')

Role provides executive-level leadership, management, vision and passion to all APA! Operations, implementing a strategic plan with major initiatives that position APA! to become more sustainable, make Austin the model for progressive programs, and reimagines animal sheltering.

July 2021 – September 2022

Neonatal Program Senior Manager, APA!

Primary responsibility for all administrative and operational functions of APA!'s Neonatal Kitten Program. This includes supervision of daily nursery operations and the Neonatal Foster Program, including maintaining appropriate coverage and training for staff and volunteers throughout the season.

February 2019 – July 2021

Cat Care Manager, APA!

Oversight of the Cat Care function, as well as Cat Program Manager on Duty role. Primary responsibility for managing care delivery team for cats on campus, and ensuring appropriate resources were available to provide high standard of care.

January 2016 – February 2019

Cat Kennel Technician / Cat Care Specialist, APA!

Joined APA! team as a Cat Kennel Tech, before progressing to Cat Care Specialist, providing daily care, including food, medication, enrichment and wellness exams for all cats residing in isolation areas, with emphasis on critical care and severe illness.

May 2013 – July 2016

Managing Director, Invergowrie LLC

Based in Austin, TX, company established to partner with a privately held hotel ownership and management company. Provided strategic and business planning advice, creating business plan and management structure which facilitated delivery of new capital and funding.

October 2011 – May 2013

Head of Strategy, Lloyds Banking Group Americas

Based in New York, NY, reporting to the Chief Executive Officer. Direct responsibility for strategy, business planning and budgeting activities, and management control of the business communications function. Team consisted of 6 senior direct reports, 300+ employees and with overall business revenues in excess of \$1bn, profitability in excess of \$600m.

September 2009 – October 2011

Senior Vice President, Strategy & Communications, Lloyds Banking Group Americas

August 1993 – September 2009

Various Roles, Bank of Scotland (Graduate Training Program, Management Training Program)

Education:

1993 - 1996

Associate Member of the Chartered Institute of Bankers in Scotland

1988 - 1992

BA (Honors) Economics Heriot Watt University, United Kingdom

Alexis R. Bardzinski DVM

12034 Shropshire Blvd · Austin, Tx 78753 · (561) 313-4030
AlexisBarz@gmail.com

Education:

<u>Institution</u>	<u>Degree</u>	<u>Date</u>
Mississippi State University College of Veterinary Medicine. Mississippi State, MS	D.V.M.	2007-2011
Palm Beach Atlantic University College of Arts and Sciences. West Palm Beach, FL Pre-Med/Biology.	B.S.	2001-2005

Current Employment:

Austin Pets Alive, Medical Director, Austin, TX Jan 2018- Present

- Directly manage associate doctors (4-5) and clinic manager in order to maintain efficient and quality care of shelter patients.
- Responsible for all medical decisions made by the Austin Pets Alive! (APA!) medical clinic.
- Develop protocols for medical treatment and surgical treatment.
- Coordinate weekly veterinary rounds and monthly vet working schedules.
- Oversee all surgeries and medical care of patients.

Austin Pets Alive, Associate Veterinarian/Lead Veterinarian, Austin, TX Jan 2014- Jan 2018

- Maintained health of onsite shelter animals and foster animals.
- Performed routine high volume high quality (HVHQ) spay/neuter surgeries, as well as various other elective/emergency surgeries.
- Oversaw other associate veterinarians.

Previous Employment

Austin Pets Alive/San Antonio Pets Alive, Relief Vet, Austin/San Antonio, Tx Jan 2013- Dec 2013

- Maintenance, examination, diagnosis and treatment of dogs/cats on the shelter premises as well as walk in service to patients in 1300+ foster homes.
- Performed HVHQ spay/neuter on cats and dogs.

SpaySA, Spay/Neuter Surgeon, San Antonio, Tx April 2013-Dec 2013

- Performed HVHQ spay/neuter on cats and dogs (50+ patients a day).

Austin Equine Associates, Intern/Part Time Associate, Driftwood, TX June 2011-July 2013

- Performed extensive lameness exams with advanced diagnostic tools, assisted/performed surgeries, maintained anesthetized patients, monitored recovering patients and performed necropsies.

- Gained proficiency in routine procedures such as dental health (floatation, radiographs, extractions), reproductive palpation (with and without ultrasound guidance), endoscopy and podiatry.
- Served as primary emergency clinician (>95% of the clinic's on call duty), and as the sole intern, performing substantial laceration repair and colic workups.
- Presented cases in daily rounds and reviewed/presented literature for journal club.

Professional Experience:

Safe Harbor Animal Shelter and Hospital, *Surgery Assistant*, Jupiter, FL Sept. 2005-May 2007

- Received, processed, surgically assisted and discharged surgical patients at high volume spay/neuter clinic.
- Monitored patients recovering from surgery.
- Oversaw feral cat program (trap, vaccinate, neuter, ear notch, and release).

Village Veterinary Clinic, *Veterinary Technician*, Tequesta, FL Mar. 2006-May 2007

- Aided multi-doctor, small animal practice on weekends.

Wolf Meadows Equine, *Veterinary Assistant*, Jupiter, FL Jan. 1997-Aug. 2005

- Assisted ambulatory equine practice, including after hours emergencies.
- Managed Contagious Equine Metritis quarantine facility located on the clinic premises.
- Developed skills handling fractious horses during breeding and maintaining proper bio-security.

Externships:

Austin Equine Associates, Driftwood, TX August. 16-30; June 6-28, 2010

JoLynn Joyce, DVM, MS, DACVS

South Valley Large Animal Hospital, South Valley, UT March 21-April 11, 2010

Roger Rees, DVM

Equine Sports Medicine and Diagnostic Imaging, Wellington, FL March 7-21, 2010

Robert Boswell, DVM

- Gained extensive experience with lameness exams, reproduction, and surgery; interpretation of distal limb ultrasonography and radiography, reproductive ultrasonography and foaling, as well as equine anesthesia, surgical technique, and emergencies.

Awards/Honors:

2011 Mississippi State University ACVS Large Animal Surgery Award

Professional Presentations:

Anorexia in a Miniature Horse: Equine Enterolithiasis. Clinical Pathology Conference. Mississippi State University, Mississippi State, MS. May 7, 2010

Proteomic Evaluation of Equine Recurrent Airway Obstruction as an Asthma Model. Merck-Merial-NIH National Veterinary Scholars Symposium. Michigan State University, East Lansing, MI. July 31, 2008

References:

Ellen Jefferson, DVM

CEO Austin Pets Alive!

Phone: 512-663-8643

Ellen.Jefferson@austinpetsalive.org

JoLynn Joyce, DVM, MS, DACVS

Staff Surgeon

Austin Equine Associates

Phone: 512-858-0058

joyce@austinequine.com

Damon O'Gan, DVM

Practice Owner

Austin Equine Associates

Phone: 512-858-0058

ogan@austinequine.com

Steve Pullon, DVM

Practice Owner: Village Veterinary

Phone: 561-745-0052

VillageVetJupiter@yahoo.com

Patty Lathan, DVM, DACVIM

Mississippi State University -Assistant

Professor, Small Animal Internal Medicine

Phone: 765-426-1573

Lathan@cvm.msstate.edu



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2022-P12 Pet Resource Center – Project Coordinator		Date Issued: September 29, 2022	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 1:00 p.m. local time October 27, 2022. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 on October 12, 2022.	
Phone No.: (512) 393-2283			
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:	Austin Pets Alive!	Name:	Clare Callison
Mailing Address:	1156 West Cesar Chavez Austin, TX 78703	Title:	Director of National Operations
		Email Address:	Clare.Callison@americanpetsalive.org
		Phone No.:	210.792.8190
Signature: 		Date: 10/26/2022	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Clare Callison Email: Clare.Callison@americanpetsalive.org 210.792.8190	
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

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: San Antonio Pets Alive!
Address: 9107 Marbach Rd. Ste 109 San Antonio, TX 78245
Contact Person and Title: Rebecca Mayberry, Executive Director
Phone Number: 830.357.9894
Scope & Duration of Contract: 2018-Present, Veterinary Services Vendor, and Shelter Services Consultant
Email: Rebecca.Mayberry@sanantoniopetsalive.org

REFERENCE TWO

Company Name: Humane Society of Harlingen
Address: 1106 Markowsky Ave Harlingen, TX 78550
Contact Person and Title: Luis Quintanilla, Executive Director
Phone Number: 956.607.7495
Scope & Duration of Contract: 2019-Present, recipient of shelter operations support/consulting services & rescue partnership
Email: luis@hshtx.org

REFERENCE THREE

Company Name: Palm Valley Animal Society
Address: 2451 N Expressway 281, Edinburg, TX 78541
Contact Person and Title: Faith Wright, Director of Operations
Phone Number: 512.791.3753
Scope & Duration of Contract: 2021- Present, shelter operations support & rescue partnership
Email: faith@pvastx.org

VI. Certificate of Interested Parties

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-949188

Date Filed:
10/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Austin Pets Alive, Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2022-P12

Program Coordinator Services to assist with the creation, development, and operation of a Pet Resource Center (PRC) and The Best Practice Playbook for Animal Shelters.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Austin Pets Alive, Inc	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Clare Callison, and my date of birth is 01/23/1985.

My address is 1156 West Cesar Chavez Austin TX 78703 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 26 day of October, 2022.
(month) (year)

Clare Callison

Signature of authorized agent of contracting business entity

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 <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; padding: 2px; width: 100%;">Austin Pets Alive</div>	<div style="border: 1px solid black; padding: 2px; height: 100px; width: 100%;"></div>	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; padding: 2px; width: 100%; text-align: center;">none</div> <div style="border: 1px solid black; padding: 2px; width: 100%; 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="padding-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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A- no relationship </p> <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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A - No relationship </p> </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. <div style="border: 1px solid black; padding: 2px; width: 100%;">n/a no relationship</div>		
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; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <div style="border: 1px solid black; padding: 2px; width: 100%;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; padding: 2px; width: 100%;">10/26/2022</div> <div style="border: 1px solid black; padding: 2px; width: 100%;">Date</div> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Clare Callison

PRINT NAME & TITLE: Clare Callison, Director of National Operations

COMPANY NAME: Austin Pets Alive

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Clare Callison
Signature

10/26/2022
Date

X. Hays County House Bill 89 Verification

I, Clare Callison (Person name), the undersigned representative of
Austin Pets Alive (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.

Clare Callison

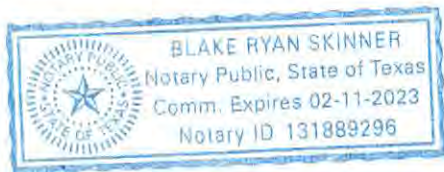
Signature of Company Representative

10/27/2022

Date

On this 27 day of October, 2022, personally appeared Clare Callison, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Blake Ryan Skinner

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

October 27, 2022

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.

Austin Pets Alive

Company Name

Clare Callison

Print Name of Company Representative

Clare Callison

Signature of Company Representative

10/26/2022

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

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.

Austin Pets Aline

Name of Firm

Clare Callison

Signature of Certifying Official

Director of National Operations

Title of Certifying Official

Clare Callison

Printed Name of Certifying Official

10/27/2022

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 Clare Callison on this the day of 27, October, 2022, on behalf of said Firm.



Blake Ryan Skinner

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

My commission expires: 02-11-2023

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

☒ Does not own taxable property in Hays County, or;

☐ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Austin Pets Alive
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Clare Callison
Signature of Company Official Authorizing Bid/Offer

Clare Callison
Printed Name

Clare.Callison@americanpetsalive.org
Email Address

Director of National Operation
Title

210-792-8190
Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____

Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No known relationship in accordance with the above exist or are known to exist.

Attach additional pages if necessary.

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

Austin Pets Alive

Name of Vendor

Clare Callison

Signature of Certifying Official

Clare Callison

Printed Name of Certifying Official

Director of National Operations

Title of Certifying Official

10/26/2022

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.

■ ESTIMATED FEES/TOTAL ALL-INCLUSIVE MAXIMUM PRICE

In order to successfully fulfill the Project Coordinator contract, Austin Pets Alive! is requesting \$300,000 for the first year, with the breakdown of costs listed below.

We appreciate the opportunity to submit this proposal and look forward to answering any questions you may have.

Hays County RFP- Project Coordinator, Pet Resource Center	
1st year	
Item	Cost
Project Manager (1 FTE Salary+Benefits)	\$221,920.00
10% of Director of National Operations Time	\$11,500.00
Collective APA leadership support time	\$18,000.00
Contract consultant- Social Media Ads	\$30,000.00
Social media ad spend	\$13,580.00
Travel Expenses	\$5,000.00
TOTAL REQUESTED	\$300,000.00



Clare Callison <clare.callison@americanpetsalive.org>

RFP 2022 P12: Project Coordinator

2 messages

Clare Callison <clare.callison@americanpetsalive.org>
To: purchasing@co.hays.tx.us

Wed, Oct 26, 2022 at 8:20 PM

Hello-

I am preparing to submit the RFP for the Pet Resource Center: Project Coordinator through the bidnet direct site, and have a spiral bound paper copy prepared to turn in to the Purchasing office tomorrow morning.

I have completed and signed/notarized all of the required forms on the checklist.

I have run into an issue with the Sam.Gov website, and although I have a unique ID, our registration is still pending. I hope it does get cleared and approved before 1pm CT deadline, but I wanted to let you know so our RFP will still be considered.

I have contacted the Sam.Gov site for a status update and hope to hear tomorrow morning during business hours.

Thank you,

**Clare Callison** (she/her)

Director of National Operations

210.792.8190

Helping People and Pets Includes You! Visit our brands.This email was checked for inclusive language using [DEI.AI](#)

Stephanie Hunt <stephanie.hunt@co.hays.tx.us>

Thu, Oct 27, 2022 at 8:29 AM

To: Clare Callison <clare.callison@americanpetsalive.org>, Purchasing <purchasing@co.hays.tx.us>

Clare,

Turn in the email that you received showing proof that you registered.

Thank you,

Stephanie Hunt

First Assistant Hays County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, TX 78666

Entity Workspace Results 2 Total Results

Austin Pets Alive, Inc.		
Unique Entity ID:	Doing Business As:	Expiration Date:
Entity Status: Pending ID Assignment	Physical Address: 1156 West Cesar Chavez Street Austin , TX 78703 USA	NA

Austin Pets Alive, Inc.		
Unique Entity ID:	Doing Business As:	Expiration Date:
Entity Status: Pending ID Assignment	Physical Address: 1156 West Cesar Chavez Austin , Tx 78703 USA	NA

< Entity Workspace

Enter an entity ID, name, or keyword



Get Started

Actions

Show Workspace For
Non-Federal Entities

—

< 1 of 1 >

Results per page
25 ▼

Sort by
Expiration Date Ascending ▼

Non-Federal Entities

Austin Pets Alive, Inc. Pending ID Assignment

Draft Registration ⓘ

⋮

Filter By

—

Unique Entity ID:
(blank)

Doing Business As:
(blank)

FSD Number: INC-GSAFSD7163409

Physical Address:
1156 West Cesar Chavez Street
Austin, TX 78703 USA

Search by Keyword

▼

Search by Entity

▼

Search by Status

▼

☐ Work in Progress Registration

FSD Incidents

ARTICLES OF INCORPORATION

of

AUSTIN PETS ALIVE, INC.

FILED
In the Office of the
Secretary of State of Texas

AUG 20 1999

Corporations Section

The undersigned incorporator, for the purpose of forming a non-profit corporation under the Texas Non-profit Corporation Act, hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I. NAME OF CORPORATION

1.01 The name of the corporation hereinafter referred to as the "Corporation" is.

Austin Pets Alive, Inc.

ARTICLE II. STATEMENT OF NON-PROFIT CORPORATION

2.01 The Corporation shall be a non-profit corporation

ARTICLE III. DURATION

3.01 The period of duration of the Corporation is perpetual.

ARTICLE IV. DISSOLUTION

4.01 Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or of the corresponding section of any future federal tax code, or shall be distributed to the federal government or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.

ARTICLE V. PURPOSE

5.01 The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future tax code. Specifically, the Corporation is organized for the purpose of educating and informing the public about animal issues and services provided to animals in Austin and Travis County, and engaging in any other lawful activities that are consistent with the qualifications for tax-exemption under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future tax code, and for which corporations may be incorporated under the Texas Non-profit Corporation Act, as amended. The Corporation may receive and administer funds for such purposes

as mentioned herein, within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future tax codes, and to that end the Corporation is empowered to hold any property, or any undivided interest therein, without limitation as to amount or value, to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such manner as in the judgment of the directors will best promote the purposes of the Corporation, without limitation to do any act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary benefit or financial gain of its directors or officers.

ARTICLE VI. PROHIBITED ACTIVITIES

6.01 Notwithstanding any other provision of these articles, the Corporation shall not carry on any activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code or the corresponding provision of any future federal tax code, or (c) by a corporation organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE VII. MEMBERS

7.01 The Corporation shall have no members.

ARTICLE VIII. REGISTERED OFFICE

8.01 The address of the initial registered office of the Corporation shall be.

8760-A Research Blvd. #198
Austin, Texas 78758-6420

The name of the initial registered agent at such address is.

Judith Ford

ARTICLE IX. DIRECTORS

9.01 The initial board of directors shall consist of three (3) persons, who need not be residents of this State.

9.02 The names and addresses of the persons who are to serve as the initial directors until the first annual meeting of directors, or until their successors shall have been elected and qualified are.

<u>Name</u>	<u>Address</u>
Judith Ford	8908 B Parkfield Austin, Texas 78758
James Collins	8908 B Parkfield Austin, Texas 78758

Rodney Varner

301 Congress Avenue, Suite 2025
Austin, Texas 78701

9.03 In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized.

- (a) To make, alter or repeal by-laws of the Corporation.
- (b) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
- (c) By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority to amend the Articles of Incorporation or to adopt an agreement of merger or consolidation.

9.04 Any action which may be taken at a meeting of the directors may be taken without such a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors as would be necessary to take that action at a meeting.

ARTICLE X. INCORPORATOR

10.01 The name and street address of the incorporator is:

Whitney Kane
301 Congress Avenue, Suite 2025
Austin, Texas 78701

ARTICLE XI. INDEMNIFICATION

11.01 The Corporation shall indemnify, subject to the requirements of Section 9.03 of this Article, any person who was, is, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director of the corporation, or who, while a director of the corporation, is or was serving at

the request of the corporation as a director, officer, partner, joint venturer, trustee, proprietor, employee, agent of similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, but only if such person met the standards set forth in paragraphs (a) and (b) below.

(a) *Standard of Conduct.* The individual described above, must, in order to be indemnified by the Corporation, demonstrate that he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) *Limits on Indemnification.* Indemnification permitted under this article in connection with any threatened, pending, or completed action or suit by or in the right of the Corporation shall be limited to expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of the case, and in respect of any claim, issue, or matter as to which such person shall have been adjudged in any such action or suit to be liable for negligence or misconduct in the performance of his duty to the Corporation, shall not be made without court approval.

11.02 To the extent that any person described in Section 11.01 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue, or matter therein, the Corporation shall indemnify him against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.03 Any indemnification made under Section 11.01 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in a specific case upon a determination that the director has met the applicable standard of conduct set forth in Section 11.01 (a) of this Article and in Article 2.22A of the Texas Non-profit Corporation Act. Such determination shall be made (i) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceedings; or (ii) if such a quorum is not obtainable, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceedings, or (iii) by special legal counsel selected by the board of directors or a committee of the board as set forth in subsection (i) or (ii) of this section, or if such a quorum cannot be obtained and such committee cannot be established, by a majority vote of all directors.

11.04 Reasonable expenses incurred by a director who was, is, or is threatened to be made a defendant or respondent in a proceeding may be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding, if

(a) The Corporation receives a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met those requirements, and

(b) A determination that the facts then known to those making the determination would not preclude indemnification under this Article

11.05 The indemnification provided in this Article shall not limit the Corporation from providing any other indemnification permitted by law nor shall it be deemed exclusive of any other rights to which each of those indemnified may be entitled under any by-law, agreement, vote of disinterested directors or otherwise, both as to action in his official capacity, and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director and shall inure to the benefit of the heirs, executors, and administrators of such a person.

11.06 The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director of the corporation, or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII. CUMULATIVE VOTING

12.01 The directors of the Corporation shall not be entitled to cumulate their votes in the election of directors or for any other purpose, but each director of the Corporation having voting rights shall have one vote.

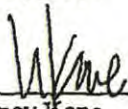
ARTICLE XIII. PLACE OF DIRECTOR MEETINGS & BOOKS

13.01 Meetings of directors may be held within or without the State of Texas, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Texas at such place or places as maybe designated from time to time by the board of directors or in the by-laws of the Corporation.

ARTICLE XIV. POWER TO AMEND ARTICLES

14.01 The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 20th day of August, 1999.



Whitney Kane

Entity Workspace Results 2 Total Results

Austin Pets Alive, Inc.

Unique Entity ID:
Entity Status: Pending ID Assignment

Doing Business As:
Physical Address:
1156 West Cesar Chavez Street
Austin , TX
78703 USA

Expiration Date:
NA

Austin Pets Alive, Inc.

Unique Entity ID:
Entity Status: Pending ID Assignment

Doing Business As:
Physical Address:
1156 West Cesar Chavez
Austin , Tx
78703 USA

Expiration Date:
NA

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

October 19, 2022

ADDENDUM #1

RFP 2022-P12 Pet Resource Center – Project Coordinator

Please find attached Addendum #1 to RFP 2022-P12 Pet Resource Center – Project Coordinator.

Attachments to this addendum:

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Clare Callison
Signature

Austin Pets Alive
Company Name

10/26/2022
Date

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 **AUSTIN PETS ALIVE!** (hereinafter “Contractor”), whose primary place of business is located at 1156 West Cesar Chavez, Austin, TX 78703, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 28th day of March 2023. The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor is to aid in the overall creation, and development of the Pet Resource Center, by providing the County the information presented in The Scope of Work, *Exhibit “C”*.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Committee and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms in accordance with the proposal specifications detailed in RFP 2022-P12, *Exhibit “A”*, and the Contractor’s submitted proposal, *Exhibit “B”*, and The Scope of Work attached hereto as *Exhibit “C”*, and any subsections of *Exhibit “C”*, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “D”, attached hereto.

4. TERM AND DURATION OF CONTRACT

The Contract begins on April 3, 2023, and the parties agree that the Work shall be completed by April 2, 2024 (12 Months) after commencement date (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

The County agrees to pay Contractor compensation in the amount of \$25,000.00 monthly, for the deliverables and terms of which are cited in Exhibit “C.” Despite anything to the contrary in this Contract, if, during the annual budget planning and adoption, the Hays County Commissioners Court fails to appropriate funding for this Agreement for the following fiscal year, the County may terminate this Contract after giving Contractor sixty (60) calendar days written notice that

this Contract is terminated due to failure to fund it. Despite any reference to Contractor's pay schedule, or any changes in the Scope of Services (i.e., Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed three hundred thousand dollars (\$300,000 USD) for the Work 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

With Copy to:
Hays County, Attn: General Counsel
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
Mark.kennedy@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

With Copy to:
Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign it 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

By: Ruben Becerra
Hays County Judge



Austin Pets Alive!

By: Dr. Ellen Jefferson
President and CEO

EXHIBIT A

RFP 2022-P12 Pet Resource Center – Project Coordinator

EXHIBIT B

Austin Pets Alive! Proposal

EXHIBIT C
RFP 2022-P12 Pet Resource Center – Project Coordinator
Scope of Work

Hays County RFP 2022-P12 Scope of Work:

The intent is for the Project Coordinator organization, Austin Pets Alive!, to aid in the overall creation, and development of the Pet Resource Center, as well as operate and manage the PRC/field services and the clinic. If the Project Coordinator organization does not want to operate and manage the PRC/field services and the clinic, then they would assist in hiring a Project Coordinator to operate and manage the PRC/field services and the clinic.

Austin Pets Alive! will act as the Project Coordinator, who will be responsible for providing the following services:

Creation and Development:

- Develop a high-level plan/budget to operate and manage the Pet Resource Center and the Clinic.
 - Provide a three-year budget proposal
 - Provide a one-year annual budget that breaks out costs by category
 - Provide costs for the staffing plan
 - Provide a costing strategy that breaks out fixed and variable costs
 - Describe the cost basis for all variable groups (e.g., hourly rates for staff)
 - Describe the per animal cost basis and its methodology, if applicable
 - Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.
- Research Land options that met the criteria laid out in this proposal.
- Research additional satellite locations throughout Hays County that could be utilized in a timelier manner, prior to the final completion of the Pet Resource Center.
- Develop a social media outreach plan
- Provide a comprehensive plan for a Capital Campaign and Fundraising Plan for Hays County to implement:
 - Establish a Fundraising Board
 - Establish a 501c(3) Hays County Friends Booster Organization: Friends of Hays County Pet Resource Center.

Operational Development:

- Develop hours of operation that are conducive to Hays County taxpayers:
 - Normal hours of Operation
 - After-hours/Calls for Service
- Develop Standard Operating Procedures
- Develop a staffing organization chart with staff categories and hours required, as well as the hiring plan for each level/category of staff (Project Coordinator salary should be included in the budget and organization chart after year 1)
 - Medical Director/Veterinarian
 - Animal Control Field Services
 - Shelter Staff
 - Provide information on how staff and volunteers will be trained.
 - Provide information on any subcontractors that will be used.

- Services Offered to both pets and their humans.
- Develop and implement major programs, including but not limited to community-facing initiatives, Safety Net, Pet Retention Assistance, Lost Pet reunification Assistance, and Adoption and Holding for dogs and social cats when no other alternatives can be identified. Note: outdoor community cats enter for sterilization and vaccination only through a trap/neuter/return (TNR) or shelter/neuter/return (SNR) program.

Pet Resource Facility:

Research land and location options per the following guidelines. The proposed new facility for Hays County consists of a combined Open Door community clinic that includes a subsidized spay/neuter program, measuring 4,063 interior square feet, a Pet Resource Center measuring 17,749 interior square feet, and 5,950 exterior covered square feet. Locating these two buildings on one site will allow the community to access services to keep their pets safe and healthy.

Additional item to consider for a new site for the Pet Resource Center:

- Ability to hold 27,762 SF of programmatic elements.
- The usable size of the site should be five times larger than the size of the building, or around 3.2 acres minimum. Three to five usable acres would be a good target for initial land searches. The larger size will allow for flexibility and the potential for future expansion. When we define usable acres, we mean:
 - Not Chopped up or restricted by easements and setbacks
 - Not in flood plains or zones
 - Not used for hazardous industrial uses previously
- Collocated to other Hays County public-facing, social service functions. There is tremendous potential in providing exceptional service to the community by placing human social service functions on the same site.
- In a safe area easily accessible from San Marcos, Buda, Kyle, Wimberly and Dripping Springs.
- Proper zoning designation and/or ability to rezone or achieve special use permits.
- City utilities are available, including water, sewer, and three-phase power.
- In an area that allows outdoor uses for dogs (i.e., not immediately adjacent to residential use).

Austin Pets Alive! Proposal Deliverables:

- The Human Animal Support Services Director would provide direct support and recommendations to the Project Manager.
- The Senior Director of Strategic Communications will help prepare a marketing and communications plan to ensure widespread engagement and external support exists for the Pet Resource Center.
- Operations and Medical Leadership team will provide direct support and planning to ensure community services, shelter operations, medical care for shelter pets, and administration are planned for success.

Creation and Development:

The Project Manager will lead the development of a high-level plan and the budget to operate and manage the Pet Resource Center and clinic. The primary goal is to outline the Pet Resource Center's goals and opportunities in the four functional areas: Community Services, Shelter Operations, Medical Care for Shelter Pets, and Administration. The Project Coordinator Contract requests will be managed through APA existing project management software system.

- First Step:
 - Review current assessment to ensure it is current. Conduct a community needs assessment if needs and/or programs have changed since the last assessment was conducted.
 - Complete a gap analysis of available services and obtain a comprehensive picture of the support landscape in Hays County. Goal is to highlight the gaps in service and opportunities for external partnerships.
 - Pet Support Guide will be used to identify what resources need to be collected, and what partnerships and programs need to be prioritized. Goal: full report outlining the priorities and initiatives for Pet Resource Center programming, and available partnerships to prioritize.

Operational Development:

Programmatic approach – a robust implementation plan would be created within the first year.

- Assemble organizational charts, job descriptions, protocols, and standard operating procedures.
- Revisit of all County ordinances to ensure they are up to date
- Medical Clinic priorities and unique programming will be developed per the need assessment and gap analysis, with the flexibility to adapt to the community needs.
- Develop a staffing plan to produce a one-year annual budget and a three-year budget proposal using model budget calculators.
- Research and analyze all aspects of the land options
- Develop a robust outreach plan for Hays County, utilizing APA's marketing expertise.

Monthly Reporting and Invoicing

Austin Pets Alive! must provide a status report on the deliverables listed below from the "Deliverable Timeline" chart with each monthly invoice.

The Status Report will be sent to the Accounts Payable Department and the Committee for review and approval. Once the Committee has approved the invoice and notified the Accounts Payable Department that the invoice has been approved for payment, then a check will be processed. Checks are only released and mailed after Commissioners Court has met and approved the payment of checks.

Monthly Invoice should be emailed by the 5th of each month. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payments to the Contractor's Address in the contract documents.

Committee Members:

Commissioner Debbie Ingalsbe: debbiei@co.hays.tx.us

Sharri Boyett: Sharri.boyett@co.hays.tx.us

Alex Villalobos: Alex.villalobos@co.hays.tx.us

Accounts Payable:
Kimberli Andrews: Accounts Payable Manager
512-393-2283
accountspayable@co.hays.tx.us

Monthly Payment Allotments

Month	Payments
1 st Month	\$25,000
2 nd Month	\$25,000
3 rd Month	\$25,000
4 th Month	\$25,000
5 th Month	\$25,000
6 th Month	\$25,000
7 th Month	\$25,000
8 th Month	\$25,000
9 th Month	\$25,000
10 th Month	\$25,000
11 th Month	\$25,000
12 th Month	\$25,000
Total Payments	\$300,000

Meetings

Austin Pets Alive! Will meet bi-weekly with the committee to discuss status updates and address any concerns.

Deliverables Timeline & Fees

Task/Deliverable	*Completion Timeline
Hire Project Coordinator (1 FTE Salary + Benefits)	1 month
Review of current Needs Assessment: identify any gaps in services and identify opportunities for external partnerships	2 months
Host a community stakeholder meeting	3 months

Creation & Development:	
Develop a High-Level Budget	6 months
<ul style="list-style-type: none"> Provide first draft of one-year annual budget breaking out costs by category 	4 months
<ul style="list-style-type: none"> Develop final draft of one-year annual budget breaking out costs by category 	5 months
<ul style="list-style-type: none"> Provide first draft of three-year budget 	6 months
<ul style="list-style-type: none"> Develop final draft of three-year budget 	8 months
<ul style="list-style-type: none"> Develop Staffing Plan 	5 months
<ul style="list-style-type: none"> Provide costing strategy that breaks out fixed and variable cost 	5 months
<ul style="list-style-type: none"> Describe the cost basis for all variable groups (i.e. hourly rate for staff, etc.) 	5 months
<ul style="list-style-type: none"> Describe the per animal cost basis and its methodology, if applicable 	6 months
<ul style="list-style-type: none"> Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions 	6 months
Research Land and give preliminary summary of options that met the criteria and provide time for review before proposal	4 months
Propose top 3 land options that met the criteria laid out	6 months
Hire Contract Consultant for social media plan	2 months
Develop a social media outreach plan	3 months
Develop first draft for Hays County to launch a comprehensive Capital Campaign & Fundraising Initiative	4 months
Develop a complete plan for Hays County to launch a comprehensive Capital Campaign & Fundraising Initiative	8 months
Provide a plan for the Nonprofit's goals, board members selection, and mission objectives with short term, midterm, and long-term recommendations	4 months
Operational Development	
Develop hours of operation (normal & after hours)	3 months
Develop Standard Operating Procedures	12 months
Develop a Staffing organization Chart with staff categories and hours required, as well as the hiring plan for each level/category of staff:	5 months
<ul style="list-style-type: none"> Medical Director/Veterinarian 	5 months
<ul style="list-style-type: none"> Animal Control Field Services 	5 months
<ul style="list-style-type: none"> Shelter Staff 	5 months
<ul style="list-style-type: none"> Provide information on how staff and volunteers will be trained 	3 months
<ul style="list-style-type: none"> Provide information on any subcontractors that will be used. 	3 months
Provide first draft of comprehensive programming plan highlighting 1/3 of	3 months

individual programs	
Provide second draft of comprehensive programming plan highlighting 2/3 of individual programs	5 months
Provide final comprehensive programming plan	9 months

*If Austin Pets Alive anticipates any adjustments to the timeline, they must communicate the need for the adjustment and a new proposed timeline, and it must be agreeable to both parties.

*If Austin Pets Alive does not meet a milestone by the designated timeline and fails to communicate to Hays County, Austin Pets Alive must provide documentation for the delay and has 30 days to provide deliverables before payment is withheld.



Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to call for a public hearing on April 25, 2023 to hear and finalize changes to the Hays County Food Establishment Regulations. **BECERRA/PACHECO**

Summary

The rules which govern retail food establishments in Texas (the Texas Food Establishment Regulations - TFER) were revised in August of 2021. The proposed changes to the Hays County Rules reflect a number of the changes passed down from the State as well as an additional requirement which will allow for greater transparency to potential public health concerns at the food establishments in Hays County. Documentation and justifications for the proposed changes are provided in backup.

Attachments

2023 Food Regulations

HAYS COUNTY DEVELOPMENT SERVICES
FOOD ESTABLISHMENT REGULATIONS

~~IN ACCORDANCE WITH CHAPTER 437, TEXAS HEALTH AND SAFETY CODE ORDER NO.~~
AN ORDER ADOPTING THE REGARDING THE REGULATION OF FOOD
ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD
STORES, MOBILE FOOD UNITS, TEMPORARY FOOD ESTABLISHMENTS, FARMER'S
MARKETS, AND ROADSIDE FOOD VENDORS

As provided by Chapter 437 of the Texas Health and Safety Code, counties and public health districts have the authority to enforce state law and rules concerning food service establishments, retail food stores, mobile food units, farmer's markets, and roadside food vendors.

Therefore, it is ORDERED, that Hays County Commissioners Court adopts the following order:

Section 1. Enforcement of State Law and Rules and Definitions

Hays County adopts by reference the provisions of Chapter 437 applicable to counties/public health districts and the current rules or rules as amended by The Executive Commissioner of the Health and Human Services Commission found in Title 25 of the Texas Administrative Code, Chapter 228228, and Chapter 229 regarding the regulation of food establishments in this jurisdiction.

~~A.~~ Definitions

~~1. The term "food establishment" means a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.~~

~~2. The word "suspension" means the temporary discontinuance of a permit issued under said sections for an indefinite period of time.~~

~~3. The word "revocation" means the termination of a permit issued under said sections for an indefinite period of time.~~

~~1. The term "temporary food establishment" means a food establishment operating for a temporary period in connection with a fair, carnival, circus, public exhibition, or other similar gathering. Non-profit fund raising events and related establishments which are opened for business no longer than three~~

~~4. (3) days consecutively or for a period longer than ten (10) days in any calendar year are exempt from this definition.~~

~~5.~~ The term "Health Official" means the authorized representative of the Hays County Development Services Department.

~~1.~~

~~2.~~ The term "Regulatory Authority" means the Hays County Development Services Department.

~~2.~~

~~3.~~ The term "Area of Jurisdiction" means the unincorporated areas of Hays County and the area within the corporate limits of a city with which Hays

3. County entered into an inter-local cooperation agreement for the inspection of food establishments within that City's incorporated limits.
4. The term "~~S~~state ~~L~~aws and ~~R~~ules" means the state laws found in Chapter 437 of the Texas Health and Safety Code and the state rules found in Title 25 of the Texas Administrative Code Chapter 228 and Chapter 229.
5. The ~~t~~Term "Person in Charge" is the individual present at a food establishment who is responsible for the operation at the time of inspection. If no employee identifies him/herself as the person in ~~charge~~charge, then any employee can be considered the person in charge by the health official.
6. The term "Nonprofit Organization(s)" means civic or fraternal organizations, charity, lodge, association, proprietorship, or corporation possessing a 501 (c) 3 exemption under the Internal Revenue Code, or religious organizations meeting the standard of the Internal Revenue Code, Section 170 (b)(1)(A)(i).
7. The term "Extensive Remodeling" means addition or change to physical structure including but not limited to: work involving demolition to walls, ceiling, or floors on the premises, major equipment addition or addition of equipment due to menu change.
8. The term "Change in Food Operations" means Change in food operations including but not limited to change from the previously permitted operation in type of food establishment, type of food operation, occupancy type, structure, plumbing equipment or floor plan in terms of extensive remodeling.
9. The term "Extensive Food Preparation" means activities including but not limited to thawing of food, reheating of potentially hazardous foods, cutting ingredients needed for cooking or assembly for onsite preparation.
- ~~5.10.~~ The term "Yard Egg Producer" means an egg producer that sells only ungraded eggs from their own flock directly to consumers. Such producer may be exempt from licensing by the Texas Department of Agriculture (TDA) but must be permitted by the retail food authority.
- ~~6. The term "alphabetical score" means the letter grade that is given to a food establishment after a routine inspection by the regulatory authority. The letter grade will be in direct correlation with the numeric score given on the inspection form. The scale will be as follows: Zero-ten (0-10) = "A", eleven to twenty (11-20) = "B", twenty-one to thirty (21-30) = "C", thirty-one to one hundred (31-100) = "F" (Failed).~~

Section 2. Permits and Exemptions

A person may not operate a food establishment without a permit issued by the regulatory authority. Permits ~~are not may~~ be transferrable from one owner to another. Permits are non-transferable from one person to another or from one location to another location, except as otherwise permitted by this order. A valid permit must be posted in or on every food establishment regulated by this order. All permits must be posted in a conspicuous location and easily visible to the public. Permitted food establishments are also required to post an alphabetical score that will be issued by the regulatory authority after each inspection. This alphabetical score must be displayed near the entrance of the establishment, or at the service window of a mobile unit, so that it can be easily viewed by the public. The most recent inspection report must be displayed near the entrance of the establishment, or at the service window of a mobile food unit, so that it can be easily viewed by the public.

A food establishment operated solely by a nonprofit organization is exempt from the permitting requirements of this ~~order, but~~ order but is not exempt from compliance with state laws and rules. The regulatory authority may require any information necessary to determine whether an organization is a nonprofit organization for purposes of this exemption.

A bed and breakfast establishment with seven or fewer rooms for rent that serves only breakfast to its overnight guests is not a food establishment for purposes of this order. Any other bed and breakfast is a food establishment and shall follow the applicable state rules and must obtain a permit under this order.

A yard egg producer that sells yard eggs at a Farmer's Market would be operating a food establishment and would need to obtain a permit, according to the FDA Food Code. Vendors must label the stock carton with the word "ungraded", producer's name, address, and safe handling instructions. Eggs are a temperature control for safety (TCS) food and must be held and transported at a temperature of 45° Fahrenheit or less. A Yard Egg Producer Permit is non-transferable. A valid permit must be posted in or on every food establishment regulated by this order.

Section 3. Application for Permit and Fees

Any person desiring to operate a food establishment must submit an ~~make a written~~ application, supporting documents ~~and the associated fee to the for a permit on forms provided by the~~ regulatory authority. ~~The application for the proposed food establishment must contain the proper Hays County Food Establishment Application, a menu, a valid Food Manager Certificate from an accredited program, a floor plan of the establishment, a valid Driver's License/Identification Card from the proposed owner/proprietor, and the applicable fee.~~ An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit.

All Food Establishment Permits expire on December 31st of every calendar year. Renewals of permits are required on an annual basis by submitting an application with supplemental documents provided to the regulatory authority.

~~Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.~~

Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules may be denied a permit ~~or the renewal of a permit.~~

~~The following fee schedule applies to permits issued under this order: Based on the number of employees 1-5 = \$100, 6-19 = \$200 & 20 and above = \$300. Plan review fee = one half the permit fee. Re-inspection fee = \$50.~~

Section 4. Review of Plans

Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. ~~Extensive remodeling means that 20% or greater of the area of the food establishment is to be remodeled.~~ The plans and specifications shall ~~include but not be limited to,~~ dictate the proposed layout, equipment arrangement, mechanical plans, plumbing plans and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. ~~-(The plans and specifications will be approved by the regulatory authority if they meet the requirements of state law and rules. The approved plans and specifications must be followed in construction, remodelingremodeling, or conversion. Failure to follow approved plans and specifications, when required, will result in a permit denial, suspension, or revocation.~~

Section 5. Inspections

1. Frequency. A food establishment permitted under these rules shall be inspected at a frequency determined by the regulatory authority or in response to a formal complaint made to the regulatory authority. ~~least once every six (6) months or in response to a formal complaint made to the Regulatory Authority.~~ The owner/proprietor of a food establishment may request a re-inspection from the regulatory authority. ~~in an attempt to raise their score from the previous inspection.~~ Re-inspections will be at the discretion of the regulatory authority and will be an unscheduled inspection.

~~A. Access.~~ The Health Officials, after Access. ~~Health Officials, after~~ proper identification, shall be permitted access to all parts of the establishment for the purpose of making inspections to determine compliance with these rules. The Health Officials shall be permitted to ~~examine records to obtain information pertaining to food and supplies purchased, received or used, or to persons employed~~ conduct inspections and allowed access to records specified in the code and to which the regulatory authority is entitled according to law during hours of operation and other reasonable times. Access shall be permitted in accordance with the Food and Drug Administration Food Code 2017, Section 8-402.11.

2.

1. Report of inspection. ~~n— Whenever an inspection of a food establishment is made, the findings shall be recorded on the inspection report form.s. The Texas Department of State Health Services “Texas Food Establishment Rules” reports the inspection score by using a demerit system, with zero demerits denoting n o critical violations. Whenever an inspection of a food service establishment is made, the findings shall be recorded on the inspection report form.~~ The inspection report form shall summarize the requirements of these rules. ~~and shall set forth a weighted point value for each requirement.~~ Any violations observed during the inspection will be documented with both the violation observed and any corrective actions that are required to remedy the ~~deviation violation from the rules.~~ A copy of the Texas Food Establishment Rules will be on hand with the inspector and available for the responsible party to view should there be a dispute over any violation. A copy of the inspection report shall be furnished to the Food Establishment. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law. A

3.

4. Correction of Violations. The inspection report form shall specify a reasonable time period for the correction of the violations found. Correction of the violations shall be accomplished within the period specified, in accordance with the following provisions.

- a. If a public health hazard exists or is imminent, such as, but not limited to, lack of adequate refrigeration for daily operations, extended interruption of water service, or sewage backup, the food service establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Health Official. Food establishments must contact the regulatory authority if hot water is not available.
 - b. All priority violations shall be corrected no later than three (3) days following the inspection, all priority foundation violations shall be corrected no later than ten (10) days following the inspection, all core violations shall be corrected no later than ninety (90) days following the inspection, or unless specifically stated otherwise by the regulatory authority. The holder of the permit may be required to submit a written report stating that the violations have been corrected and a follow up inspection may be conducted to confirm correction.
- When any food service establishment rating score exceeds thirty (30) percent, corrective action on all identified violations shall be initiated within forty-eight (48) hours. One or more re-inspections will be conducted at reasonable time intervals to assure correction.

~~—copy of the Texas Food Establishment Rules will be on hand with the inspector and available for the responsible party to view should there be a dispute over any violation. A copy of the inspection report form shall be furnished to the person in charge of the food service establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.~~

~~B. **Correction of Violations.** The inspection report form shall specify a reasonable time period for the correction of the violations found. Correction of the violations shall be accomplished within the period specified, in accordance with the following provisions;~~

- ~~1. If an imminent health hazard exists, such as, but not limited to, complete lack of refrigeration or sewage backup, the food service establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Health Official.~~
- ~~2. All violations of two (2) and three (3) point weighted items shall be corrected as soon as possible, no later than ten (10) days following the inspection. All violations of one (1) point weighted items shall be corrected as soon as possible, no later than ninety (90) days following the inspection. The holder of the permit may be required to submit a written report stating that the violations have been corrected and a follow up inspection may be conducted to confirm correction.~~
- ~~3. When any food service establishment rating score exceeds thirty (30) demerits, corrective action on all identified violations shall be initiated within forty-eight (48) hours. One or more re-inspections will be conducted at reasonable time intervals to assure correction.~~
- ~~4. If a public health hazard exists, or is imminent, food service shall cease immediately.~~
- ~~5. The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of operations.~~

~~c.~~

Section 6. Enforcement of Order

The regulatory authority may, after giving notice and providing an opportunity for hearing, deny, suspend, or revoke a permit for any violation of this order, the state law, or the state rules. For notice, hearing, and penalties, reference procedures in the Food and Drug Administration Food Code 2017, Annex 1, Part 5, Subpart 8-9.

~~A. **Suspension of permit.** The regulatory authority shall suspend a permit based on an imminent health hazard, repeated critical violations, and any other serious violation of State law which the regulatory authority is responsible to enforce.~~

~~B. **Revocation of permit.** The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of these rules. Upon revocation of a permit, operations of the food establishment shall cease immediately. Prior to revocation, the regulatory authority shall notify the permit holder in writing of the reason for the proposed revocation and that the permit shall~~

- ~~be revoked at the end of twenty (20) days following service of such notice unless a written request for a hearing is filed with the regulatory authority.~~
- ~~C. — **Service of Notice.** A noticed provided under these rules is properly served when it is delivered to the permit holder, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder.~~
- ~~D. — **Hearings.** If a hearing is requested within the twenty (20) day period, the hearing shall be conducted by a hearing officer appointed by the regulatory authority (or some other body, such as the commissioner's court). The hearing officer shall appoint a time, day, and location for the hearing. Both the regulatory authority and the permit holder or applicant shall have the right to present witnesses and evidence in the hearing. Based on the evidence presented at the hearing, the hearing officer shall make a final written decision in the matter and shall notify the regulatory authority and the permit holder or applicant.~~
- ~~E. — **Penalties.** Any permit holder, responsible officer of the permit holder, person in charge, or other person guilty of violating any provision of this chapter may be punished in accordance with state law.~~
- ~~1. — A violation of any provision herein shall be classified as a Class C misdemeanor.~~
 - ~~2. — Each day a violation occurs constitutes a separate offense.~~
 - ~~3. — Administrative penalties may be assessed pursuant to Texas Health and Safety Code Secs. 437.0185–185.0186~~
- ~~a. — An administrative penalty assessed under these rules shall not exceed \$500.00 per day.~~
- ~~b. — The amount of the penalty is to be based on criteria such as history of previous violations, seriousness of the violation, hazard to health and safety of the public, demonstrated good faith efforts to correct, amounts necessary to deter future violations, and any other matter that justice may require.~~
- ~~c. — Five levels of penalties for food establishments will be imposed.~~
- ~~d. — The enforcement of the penalty may be stayed during the time the order is under judicial review if the person pays the penalty to the clerk of the court. A person who cannot afford to pay the penalty may stay the enforcement by filing an affidavit in the manner required by Texas Rules of Civil Procedure for a party who cannot afford to file security for costs.~~
- ~~e. — Not later than the 20th day after the date of the notice of the penalty, a permit holder may accept in writing the determination and pay the recommended penalty or make a request for a hearing on the occurrence of the violation, the amount of the penalty, or both.~~

Section 7. Severability

If any section, subsection, sentence, clause, phrase, or portion of this order is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this order.

Section 8. Effective Date

The provisions of this order shall take effect on: January ~~31, 19, 2016~~2023

~~INTRODUCED, READ AND PASSED BY AN AFFIRMATIVE VOTE BY THE COMMISSIONERS COURT OF HAYS COUNTY ON THIS __ DAY OF __, ____.~~

~~Albert “Bert” Cobb, Hays County Judge~~

~~Debbie Gonzales Ingalsbe, Commissioner, Pet. 1~~

~~Mark Jones, Commissioner, Pet. 2~~

~~Will Conley, Commissioner, Pet. 3~~

~~Ray Whisenant, Commissioner, Pet. 4~~

~~Attest:~~

~~INTRODUCED, READ, AND PASSED BY AN AFFIRMATIVE VOTE BY THE COMMISSIONERS COURT OF HAYS COUNTY ON THIS _____ DAY OF _____, ____.~~

Ruben Becerra, Hays County Judge

Debbie Ingalsbe, Commissioner, Pct. 1

Michelle Cohen, Commissioner, Pct. 2

Lon Shell, Commissioner, Pct. 3

Walt Smith, Commissioner, Pct. 4

Attest:

Elaine Cardenas, Hays County Clerk



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

Hays County Commissioners Court

Date: 03/28/2023

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.



AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 03/28/2023

Requested By:

Shell

Sponsor:

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause Numbers 22-0249-C, 22-0250-C, and 22-0251-C. Possible discussion and/or action may follow in open court. **SHELL**

Summary

To be provided in Executive Session
