

**Commissioners Court -- APRIL 25, 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 **APRIL 25, 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. Recognition of Margarita "Margie" Rodriguez for 30 years of service to the Hays County Local Health Department. **INGALSBE/T.CRUMLEY**
2. Recognition of the Public Health Essay Competition Winners. **COHEN/T.CRUMLEY**
3. Adopt a Proclamation recognizing May 1-5, 2023 as Air Quality Awareness Week. **SMITH**
4. Adopt a Proclamation recognizing April 29, 2023 as Dia del Nino. **BECERRA**
5. Adopt a Proclamation recognizing April 30, 2023 as Therapy Animal Day in Hays County. **SHELL**
6. Adopt a Proclamation acknowledging the Cinco de Mayo Menudo Throwdown on May 6, 2023. **BECERRA**
7. Adopt a Proclamation recognizing May 2023 as National Preservation Month in Hays County. **INGALSBE**
8. Adopt a Proclamation declaring April 24 - 30, 2023 as Infant Immunization Week. **INGALSBE**
9. Presentation by Martha Joyce, Director of the Central Texas Dispute Resolution Center. **INGALSBE**
10. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Patriots' Hall of Dripping Springs. **SMITH**

11. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #4. **SHELL**
12. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #4. **INGALSBE/COHEN**
13. Presentation by President & CEO Paul Nguyen of CommuniCare. **BECERRA**
14. Presentation from Specialized Finance Inc. regarding financing options as well as financing capacity. **BECERRA**

G.

<p>CONSENT ITEMS</p> <p>The following may be acted upon in one motion.</p> <p>A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.</p>
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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 April 11, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the April 30, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective April 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**
6. Authorize acceptance of payment terms to allow for a 30% down payment and 30% chassis payment to Gerling and Associates, Inc. for the Local Health Department's mobile vaccine van. **INGALSBE/COHEN/T.CRUMLEY**
7. Approve the Elections and IT Departments to purchase and install the required items from CT Electric (\$600,200), JM Engineering, LLC.(\$190,804.46), SI Mechanical, LLC.(\$44,125), Firetrol Protection Systems (\$86,650), Amazon (\$15,015.64) and Workplace Resource, LLC. (\$371,725.44) pursuant to IT-Elections Building Renovation Project. **SHELL/DOINOFF/MCGILL**
8. Authorize the Hays County Constable Precinct 3 office to accept a donation from St. Mary's Catholic Church group, Knights of Columbus, in the amount of \$1,500.00 and amend the budget accordingly. **SHELL/MONTAGUE**
9. Authorize Building Maintenance to have Basic IDIQ install a new roof on the Kyle WIC Building in the amount of \$31,843.75. **COHEN/T.CRUMLEY**
10. Authorize the execution of a resolution in support of a grant application in partnership with the Travis County Sheriff's Office for the Motor Vehicle Crime Prevention Authority Grant Program. **INGALSBE/T.CRUMLEY**
11. Authorize the acceptance of a grant award for the FY24 Department of State Health Services, Public Health Emergency Preparedness (PHEP) grant program in the amount of \$139,393.00. **INGALSBE/T.CRUMLEY**
12. Approve the rescheduling of the Hays Commissioners Court from May 9th to May 2nd due to essential training in the County Clerk's Office. **BECERRA**
13. Authorize the execution of Amendment 5 to the FY23 Department of State Health Services (DSHS), Immunizations/Locals (IMM/LOCALS) grant contract. **INGALSBE/T.CRUMLEY**
14. Authorize payment to Kalahari Resort in the amount of \$1,200.60 for employee lodging at the TAC Management and Risk Conference where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/MILLER**

15. Authorize payment to Bluebonnet Motors in the amount of \$772.28 for the Constable Precinct 5 Office related to vehicle repairs in which no purchase order was issued as required per the Hays County Purchasing Policy.
COHEN/ELLEN
16. Authorize the transfer of additional funding to the County Judge's continuing education budget for expenses related to the Texas Emergency Management Conference, South Texas Judges and Commissioners Conference, and the National Association of Counties (NACo) Conference and amend the budget accordingly. **BECERRA**
17. Accept donations totaling \$13,410.73 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
18. Accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2022 for filing with the Hays County Commissioners Court pursuant to Texas Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. **VILLARREAL-ALONZO**
19. Authorize payment to On Site Services in the amount of \$500.00 for the Transportation Department related to the purchase of random drug and alcohol screenings where no purchase order was issued as required per the Hays County purchasing policy. **SHELL/BORCHERDING**
20. Approve the appointment of Travis Brown to the Board of Emergency Services District #4 to replace John White for a term ending December 31, 2024. **SHELL**
21. Receive and Ratify the finalized Real Estate Purchase Contract for Improved Property between Hays County and Wm. M. Gary Estate Limited Partnership and amend the budget accordingly. **INGALSBE**
22. Amend the acceptance of a grant award to the Hays County Sheriff's Office from the NRA (National Rifle Association) in the total value amount of \$3,824.00 for training ammunition and amend the budget accordingly.
SMITH/T.CRUMLEY/CUTLER
23. Authorize the Sheriff's Office to accept a proposal from Cornerstone, Inc. related to the Detention Slider Upgrades, pursuant to GSA contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**
24. Authorize the Sheriff's Office to utilize Cornerstone Detention for repairs to the gate at the Hays County Jail pursuant to the GSA contract GS-07F-269AA and amend the budget accordingly. **INGALSBE/CUTLER**
25. Authorize the County Judge to execute Amendment #1 for a time extension to Task Order #4 as part of the Master Interlocal Agreement between Hays County and Texas State University executed on or about April 12, 2022.
SHELL/T.CRUMLEY
26. Accept the Fiscal Year 2022 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. **VILLARREAL-ALONZO/INGALSBE/SHELL**
27. Authorize the repairs from Cornerstone Detention Products for the lobby door at the Hays County Jail and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).
INGALSBE/CUTLER
28. Approve renewal of IFB 2021-B05 Concrete Contractor with Myers Concrete Construction, LP.
BECERRA/BORCHERDING
29. Authorize the County Judge to execute an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to Bodyboard Contract 620-20 Auction Services for the Hays County Fiscal Year 2023 Auction.
BECERRA/VILLARREAL-ALONZO
30. Approve Utility Permit. **SHELL/SMITH/BORCHERDING**
31. Authorize the acceptance of a \$1,500.00 donation to the Sheriff's Office Community Outreach Program and amend the budget accordingly. **INGALSBE/CUTLER**

32. Authorize the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly. **INGALSBE/CUTLER**
33. Authorize the Constable Precinct 1 Office to purchase additional vehicle lighting from Dana Safety Supply, Inc. for two police vehicles valued at \$5,128.19 and amend the budget accordingly. **INGALSBE/PETERSON**
34. Authorize the Office of Emergency Services, Fire Marshal Division to utilize donated funds to build out office cubicles at the Yarrington Building, purchase personal protective uniforms for personnel to wear at fire scenes, and purchase promotional items for community education and outreach and amend the budget accordingly. **BECERRA/MIKE JONES**
35. Authorize a waiver to the ID Badge policy for Neighborhood Defender Services employees, Hays County's contracted Public Defender's Office. **SHELL**
36. Authorize Security One to install a Cellular Communicator to the fire alarm system at the Elections/IT Building in the amount of \$800.00 and execute the systems monitoring agreement and amend the budget accordingly. **SHELL/T.CRUMLEY**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 to amend the Exhibit D - Rate Schedule in the Professional Services Agreement with Freese and Nichols, Inc. (FNI) for the Jacobs Well Road Corridor Project from FM 2325 to RM 12 in Precinct 3. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. (CFA) for utility design and coordination services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
3. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #800132235 in the amount of \$3,506,205.95, acceptance of the 2-year maintenance bond #PB03016800706M1 in the amount of \$376,152.05, and acceptance of the revegetation bond #PB03016800706M2 in the amount of \$288,668.95 for Crosswinds subd., Phase 3A. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2080-NP; Discussion and possible action regarding the Estates at Darden Hill, Prelim. **SMITH/PACHECO**
2. PLN-2166-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Beulah Marie Needham Estates, Lot 3, Replat. **SMITH/PACHECO**
3. PLN-2090-NP; Discussion and possible action regarding the Hays Commons Subdivision, Preliminary Plan. **SMITH/PACHECO**

K.

MISCELLANEOUS

1. Hold a public hearing, followed by discussion and possible action to finalize changes to the Hays County Food Establishment Regulations. **BECERRA/PACHECO**
2. Discussion and possible action to amend the Development Services Fee Schedule. **BECERRA/PACHECO**

3. Discussion and possible action to authorize the County Judge to execute a proposal from The Fence Lady Inc. for the repairs and awning replacements to the shade structures at 5 Mile Dam in the amount of \$38,275.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**
4. Discussion and possible action to adopt an election precinct boundary change. **SMITH/DOINOFF**
5. Discussion and possible action to authorize addition of general and law enforcement liability coverage on three newly purchased unmanned aircraft at an additional premium rate of \$2,311.00 annually. **BECERRA/MILLER**
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 Gary P. Hale, Quartermaster of Dripping Springs VFW Post 2933 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
7. Discussion and possible action to authorize the County Clerk to re-grade two Bookkeeper positions; one to an Accountant I grade 119 and one to an Accounting Specialist grade 115 effective May 1, 2023. **BECERRA/CARDENAS**
8. Discussion and possible action to include the Hays County Extension Agents in the 4/1/23 salary increase, implementation of salary progression plans within the new salary chart and establishment of a Compensation Committee. **SHELL/MILLER**
9. Discussion and possible action to approve a Resolution of Support for Essential Community Facilities Project for the Dripping Springs Community Library. **SMITH**
10. Discussion and possible action to authorize the Mental Health Specialty Court to purchase consumable items for a Specialty Court Symposium to be held on April 28th. **INGALSBE/SMITH/BROWN**
11. 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 Megan Gauwain Counseling Services, PLLC and Hiatus Wellness, LLC. **INGALSBE/SMITH/BROWN**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code, consultation with counsel and deliberation regarding the Government Center Master Plan, prospective use, and space needs. Possible discussion and/or action may follow in open court. **SHELL/INGALSBE**

M.

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **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 21st day of April, 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: 04/25/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item

Recognition of Margarita "Margie" Rodriguez for 30 years of service to the Hays County Local Health Department.

INGALSBE/T.CRUMLEY

Summary



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Cohen

Agenda Item

Recognition of the Public Health Essay Competition Winners. **COHEN/T.CRUMLEY**

Summary

The Hays County Local Health Department held an essay competition from January 1, 2023, to March 15, 2023, for graduating seniors of: Dripping Springs High School, Hays High School, Johnson High School, Lehman High School, San Marcos High School, and Wimberley High School. Students were asked to write about their school experience during the COVID-19 pandemic. The essay competition received over 50 applicants. A student from each high school was chosen to be awarded a MacBook Air. The following students are recognized as the winners of the public health essay competition after review by the competition committee:

Johnson High School - Robert Farrell

Hays High School - Owen Tippet

Dripping Springs High School - Ella Revill

Lehman High School - Dorothy Pierre

San Marcos High School - Natalie Leal

Wimberley High School - Emma Davenport



AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Adopt a Proclamation recognizing May 1-5, 2023 as Air Quality Awareness Week. **SMITH**

Summary

See attached Proclamation.

Attachments

Proclamation - Air Quality Awareness



A PROCLAMATION RECOGNIZING MAY 1-5, 2023 AS AIR QUALITY AWARENESS WEEK

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Hays County; and

WHEREAS, in 2022, the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) experienced its worst ozone season in over a decade, with more than thirty days when ozone levels were unhealthy for sensitive groups and two days unhealthy for all; and

WHEREAS, Air pollution levels in Central Texas were considered “moderate” or worse on forty-seven percent of days in 2022, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease and people with heart disease - which makes up about half of all residents in Central Texas - are particularly affected by poor air quality; and

WHEREAS, ground-level ozone (O₃) levels in the MSA remain close to exceeding the O₃ National Ambient Air Quality Standard (NAAQS) and revisions to the annual fine particulate matter (PM_{2.5}) NAAQS currently being considered by the U. S. Environmental Protection Agency (EPA) could place the MSA at greater risk of a nonattainment designation; and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region’s economy and ability to conduct transportation planning; and

WHEREAS, Hays County supports the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality; and

WHEREAS, the EPA has designated May 1 - 5, 2023, as National Air Quality Awareness Week.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim May 1 - 5, 2023 as

“Air Quality Awareness Week”

in Hays County and encourages our residents and employees to take action to Be Air Aware and educate themselves about local air quality by visiting CAPCOG’s Air Central Texas website at AirCentralTexas.org and promoting air quality and air quality awareness within our community.

ADOPTED THIS THE 25TH DAY OF APRIL, 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. 4.**

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing April 29, 2023 as Dia del Nino. **BECERRA**

Summary

Attachments

Proclamation - Dia del Nino



**PROCLAMATION RECOGNIZING APRIL 29, 2023 AS
DIA DEL NIÑO**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Día del Niño was first held in 1924 in Mexico and has been celebrated ever since to recognize children as an important part of society; and

WHEREAS, Community Action of Central Texas, Centro Cultural Hispano de San Marcos & First 3 Years, are celebrating Día del Niño, April 29, 2023; and

WHEREAS, these organizations are working to promote and inspire high-quality early childhood experiences for our tiniest Tejanos, that can provide a foundation of learning and success for children in Hays County, Texas; and

WHEREAS, this celebration will bring attention to the vibrant celebration of Día del Niño and awareness of the importance of celebrating infants and children in our community. The event will display the rich Tejano culture with Mariachi, Ballet Folkloriko, Piñatas, Bouncy Houses, and activities for children designated by age; and

WHEREAS, young children from birth through age five experience an extraordinary period of growth and development, deserve a day of celebration and acknowledgement; and

WHEREAS, parents and caregivers have the greatest impact on infant's and toddler's development, providing support, resources and guidance ensures greater positive impacts on young children;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 29, 2023 as:

DIA DEL NIÑO

ADOPTED THIS THE 25TH DAY OF APRIL 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. 5.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation recognizing April 30, 2023 as Therapy Animal Day in Hays County. **SHELL**

Summary

See attached Proclamation.

Attachments

Therapy Animal Day Proclamation



**PROCLAMATION DECLARING APRIL 30, 2023 AS
THERAPY ANIMAL DAY IN HAYS COUNTY**

WHEREAS, April 30th is designated as National Therapy Animal Day; and

WHEREAS, therapy animal teams in Hays County play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams make millions of visits per year in settings such as hospitals, nursing homes, schools and hospice; and

WHEREAS, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students facing literacy challenges, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court proclaims April 30, 2023 as;

“THERAPY ANIMAL DAY IN HAYS COUNTY”

and encourages our citizens to celebrate our therapy animals and their human handlers while recognizing the service therapy animal teams provide in our community and in communities across the nation.

ADOPTED THIS THE 25th DAY OF APRIL 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michele 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. 6.**

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation acknowledging the Cinco de Mayo Menudo Throwdown on May 6, 2023. **BECERRA**

Summary

Attachments

Proclamation



**PROCLAMATION ACKNOWLEDGING
THE CINCO DE MAYO MENUDO THROWDOWN**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, menudo hails from Mexico during the pre-revolution era of Mexico when farmers ensured that no part of the cow was wasted and this stew became known as “*una sopa del pobre*,” “*pancita*”, or “*mole de panza*” due to the use of beef tripe or stomach; and

WHEREAS, menudo, cooked in a red chile broth with hominy, served in large bowls with sides of lime, chopped onions, chopped cilantro, and corn tortillas, is considered to be the “breakfast of champions,” and known as a cure for hangovers; and

WHEREAS, menudo recipes have been passed down throughout generations in Hispanic Culture and menudo cookoffs have been in existence for over 35 years in San Marcos; and

WHEREAS, the Hill Country Cook-off Association Cinco de Mayo Menudo Throwdown is taking place on May 6, 2023 at the Historic Hays County Courthouse lawn; attracting Tex-Mex food lovers from across the state to match their skills cooking and preparing menudo, and other foods such as carne guisada, borracho beans, and micheladas for prizes and awards; and

WHEREAS, the event is a fun time for individuals of any age with music, Cinco de Mayo pageants, a big burrito eating challenge, mariachis and folklorico dancers; and

WHEREAS, the Cinco de Mayo Menudo Throwdown is a benefit that raises money for charitable organizations with this year’s benefactor being the Community Action Breast Cancer Awareness Program; and

WHEREAS, the Cinco de Mayo Menudo Throwdown provides a family friendly opportunity to enjoy the best Tex-Mex food and a spirited competition while aiding worthwhile causes and a guaranteed good time for all who attend,

NOW, THEREFORE BE IT RESOLVED that the Hays County Commissioner Court does hereby proclaim that the Cinco de Mayo Throwdown be acknowledged as a State Championship Menudo Cook-off and San Marcos be considered as the Menudo Capital of Texas and that the cook-off’s sponsors, participants, and guests be extended sincere best wishes for an enjoyable and memorable event.

ADOPTED THIS THE 25th DAY OF APRIL 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. 7.**

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing May 2023 as National Preservation Month in Hays County. **INGALSBE**

Summary

Please refer to attached proclamation.

Attachments

National Preservation Month



**PROCLAMATION RECOGNIZING MAY 2023 AS
NATIONAL PRESERVATION MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The National Trust for Historic Preservation first established National Preservation Week in 1973 “as a means of relating local and state preservation progress to the national effort for the mutual benefits of both” through the passage of a Joint Congressional Resolution signed into law May 5, 1973 and extended to a month-long celebration in 2005; and

WHEREAS, This year’s theme is “People Saving Places” as a national recognition of organizations and individuals devoted to the work of saving our important places and inspiring others to do the same; and

WHEREAS, Hays County has demonstrated its dedication to preserving our history through the restoration of numerous county owned historic buildings including the Hays County Courthouse, the Kyle Log House, the 1884 Hays County Jail and elected historic cemeteries , in addition to contributing to the preservation of numerous other places, including the Calaboose African American Museum and the formerly segregated Southside School; and

WHEREAS, Citizens across Hays County have recognized the importance in each of their communities resulting in the preservation of the Kyle Depot, the Katherine Anne Porter Childhood Home, the Ulysses Cephas House, the Winters-Wimberley House, the Dr. Joseph M. Pound Farmstead, the Onion Creek Stagecoach Inn and Post Office, and numerous other important buildings; and

WHEREAS, It is important to recognize the contributions made by the dedicated volunteers of the numerous organizations of Hays County helping to preserve the history and diverse culture that shaped us as a people including: the Hays County Historical Commission, Council for the Indigenous and Tejano Community, Preservation Associates, Dunbar Heritage Association, Calaboose African American History Museum, San Marcos Heritage Association, Centro Cultural Hispano de San Marcos, Wimberley Institute of Cultures, Dr. Joseph M. and Sarah Pound House Farmstead, Driftwood Historical Conservation Society, Kyle Log House Commission, and the Historic Preservation Commissions of the cities of San Marcos, Buda and Dripping Springs.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim May 2023 be celebrated as:

“NATIONAL PRESERVATION MONTH”

And calls upon the citizens of Hays County to celebrate the role of history in our lives, to appreciate our historic built environment, and to participate in the activities and organizations commemorating our history and diverse culture.

ADOPTED THIS THE 25th DAY OF APRIL 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. 8.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring April 24 - 30, 2023 as Infant Immunization Week. **INGALSBE**

Summary

Please refer to attached proclamation.

Attachments

Infant Immunization Week



**PROCLAMATION DECLARING APRIL 24 –30, 2023 AS
NATIONAL INFANT IMMUNIZATION WEEK**

STATE OF TEXAS §
§
COUNTY OF HAYS §

Whereas, with proper and complete vaccinations, children can be protected against 14 vaccine-preventable diseases by the age of two; and

Whereas, the United States has the safest, most effective vaccine supply in its history; and

Whereas, vaccine-preventable diseases still circulate in the United States and around the world, so continued vaccination is necessary to protect all community members from potential outbreaks, especially infants, who are among our most vulnerable citizens,

Whereas, there has been a steep decline in childhood immunizations over the past three years which may lead to an increase in the incidence of vaccine preventable diseases in the coming years,

Whereas, when children are not vaccinated, outbreaks of diseases such as measles can, and do occur; and

Whereas, it is important to vaccinate babies on time, according to the childhood immunization schedule, to provide the best protection early in life, when children are most vulnerable to the effects of disease; and

Whereas, for 29 years, National Infant Immunization Week has encouraged parents, caregivers, and health care professionals to participate in educational and media events to increase awareness of the importance of immunizing children before their second birthday;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim April 24 –30, 2023 as:

NATIONAL INFANT IMMUNIZATION WEEK

The Hays County Local Health Department encourages parents to make vaccinating their children a priority and to talk to family and friends about protecting their children with vaccines. We also encourage businesses, government agencies, community-based organizations and service groups to help spread the immunization message throughout their communities.

ADOPTED THE 25th DAY OF APRIL 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk



Hays County Commissioners Court

Date: 04/25/2023

Requested By: Martha Joyce, Director of the Central Texas Dispute Resolution Center

Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Martha Joyce, Director of the Central Texas Dispute Resolution Center. **INGALSBE**

Summary

The Central Texas Dispute Resolution Center is a 501(C) (3) non-profit organization providing mediation services and training to the underserved and unserved in Hays, Comal, Guadalupe, and Caldwell Counties.



AGENDA ITEM REQUEST FORM: F. 10.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Patriots' Hall of Dripping Springs. **SMITH**

Summary

Attachments

Draft Agreement - Patriots' Hall
Draft PW - Patriots' Hall

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 Kathryn Chandler Principal Officer of Patriots’ Hall of Dripping Springs (“Beneficiary”), located at 100 Commons Rd, Suite 7377, 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 January 24, 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 January 24, 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 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 January 24, 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 completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

BENEFICIARY: Patriots' Hall of Dripping Springs

Owner Name: Kathryn Chandler

Owner Title: Principal Officer

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Patriots' Hall of Dripping Springs

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Patriots' Hall of Dripping Springs

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DRAFT

1 PATRIOTS' HALL OF DRIPPING SPRINGS OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Patriots' Hall of Dripping Springs (PHDS) 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. PHDS' mission is to create a permanent retreat and resource base for Veterans of all ages and military branches to connect and find support through therapeutic workshops, campouts, a wellness center, and vet-to-vet mentoring.

The official address is 231 Patriots' Hall Blvd, Dripping Springs, TX 78260. PHDS has completed Phase 1A of this mission, which was to acquire a 10-acre property, construct an entry road and parking lot, and a 1,200-square foot meeting hall for local VFW and American Legion Posts (Figure 1)¹. Phase 1B is the 7,100 square foot Patriots' Hall itself and associated parking lot (Figure 2)².

Phase 1A (\$1,226,864.00) and Phase 1B (\$4,294,063.00) were anticipated to cost \$5,520,927.00. Project cost increases sustained during the COVID-19 pandemic from delays, 41 change orders arising from changing economic conditions (\$279,097.24), and inflation (\$679,074.02), increased the overall cost to build by \$958,171 to \$6,479,098.44.

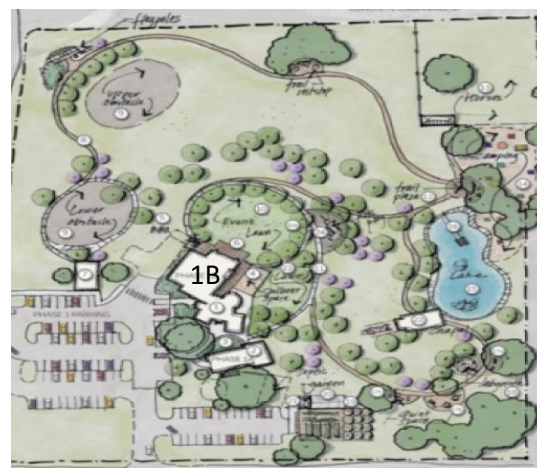
Fund raising is ongoing for Phases 1B, 2, 3, 4, and 5 to complete the development of the campus as shown in the site plan rendering (see also Figure 2).

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. PHDS' project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But

Figure 1: Patriots Hall Dripping Springs – Phase 1A



Figure 2: Patriots Hall Dripping Springs – Location of Phase 1B and Overall Site Plan



¹ Google Earth Imagery for 231 Patriots Hall Blvd, 78620

² [Location - Patriots' Hall of Dripping Springs \(patriotshall.org\)](https://patriotshall.org)

price spikes were not simultaneous, and they didn't occur until well into the pandemic.^{3,4}

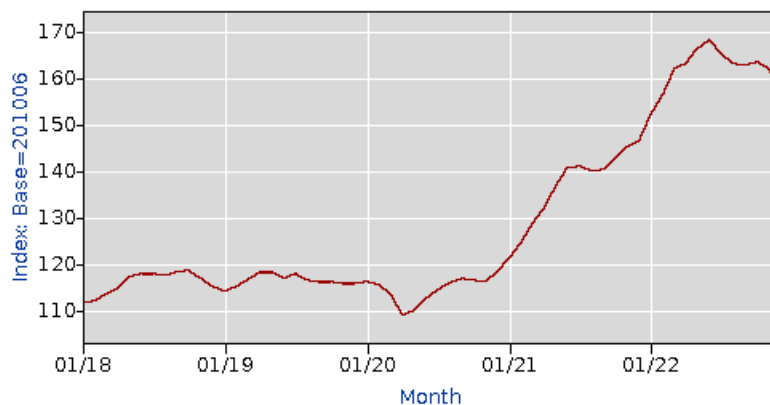
According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 36.4% higher⁵ in December 2022 (Figure 2), continuing a staggering inflationary run that has characterized much of the pandemic (Figure 3).

Figure 2: Producer Price Index, December 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	-2.7%	7.9%	36.1%
Inputs to Nonresidential Construction	-2.7%	7.6%	36.4%
Plumbing Fixtures and Fittings	-0.1%	9.2%	16.4%
Fabricated Structural Metal Products	0.1%	4.7%	52.7%
Iron and Steel	-0.8%	-24.4%	56.6%
Steel Mill Products	-2.7%	-28.7%	71.0%
Nonferrous Wire and Cable	1.0%	6.1%	48.1%
Softwood Lumber	-5.1%	-26.1%	23.6%
Concrete Products	1.0%	14.8%	26.3%
Prepared Asphalt, Tar Roofing & Siding Products	0.4%	11.7%	37.8%
Crude Petroleum	-14.9%	4.3%	51.1%
Natural Gas	45.3%	29.1%	315.6%
Unprocessed Energy Materials	9.5%	20.0%	123.5%

Source: U.S. Bureau of Labor Statistics

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



This cost increase has expanded the time required to complete the project and strained PHDS' ability to raise adequate funds.

³ Labor And Materials Might Constrain Remodeling Growth, But the Pandemic Is Only Part Of The Story | JCHS of Harvard University

⁴ Marcum Commercial Construction Index Issue 38 | Fourth Quarter 2021

⁵ Inflation Easing: Monthly Construction Input Prices Drop 2.7% in December | ABC

The cost increase(s) have meant that PHDS must raise additional funds to complete the project. They have set a goal to raise \$9M to be sure to cover the increased cost(s) of construction needed for all phases of the project. To date they have raised \$6.5M, \$1.5M of which has been used toward land acquisition and \$1M used to cover costs associated with permitting, design, and infrastructure installation. This has created an unmet need of \$2.5M to complete Phase 1B, i.e., 7,100 sq ft Patriots' Hall and its associated parking lot.

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 PHDS' financial hardship from the increased costs and revenue loss.⁶ Through a grant of \$50,000 PHDS will be able to:

- Recover part of the increased cost of construction of Patriots' Hall itself; and

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

PHDS submitted an application for grant funds to Hays County. The applicant provided Form 990s for 2020 and 2021 to support the eligibility of PHDS as a beneficiary. Documentation supporting the pandemic induced increase in the cost of constructing Phase 1A and Phase 1B is a budget sheet and a Record of Cost Increase from the contractor selected for the project. A cost analysis of the price increases for non-residential construction was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined PHDS can demonstrate a pandemic related need up to \$348,501.91. PHDS initial award is \$50,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

The 2020-2021 budget provided by Capital Constructors Group, LLC includes an 8.13% rate for inflation on the expected cost (\$5,520,927.00) and the total amount of change orders (\$279,097.42), bringing the total project cost to \$6,479,098.44. The U.S. Bureau of Labor and Statistics reports that consumer prices were up 8.5% for the year ending March 2022⁷ and the Association of General Contractors reports PPI inputs for non-residential construction to be 36.4% higher in Dec 2022⁸. Therefore the 8.13% rate for inflation used by Capital Constructors Group, LLC is reasonable.

⁶ 31 CFR 35.6(b)(3)(ii)(C)

⁷ www.bls.gov/opub/ted/2022 TED: The Economics Daily

⁸ Inflation Easing: Monthly Construction Input Prices Drop 2.7% in December | ABC

The increased cost of change orders and inflation (\$279,097.42 and \$679,074.02) incurred by PHDS due to the pandemic totals \$958,171.44 in economic harm.

3 ELIGIBILITY

3.1 FINAL RULE⁹

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

⁹ 31 CFR 35.6(b)(3)(ii)(C)



AGENDA ITEM REQUEST FORM: F. 11.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #4. SHELL

Summary

Attached: Draft Agreement
PW

Attachments

Draft Agreement
Draft PW

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Ron Spangenberg President of Hays County Emergency Services District #4 ("Beneficiary"), located at 111 Green Acres Drive, 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 \$250,000.00 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 May 9, 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 May 9, 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 employees were employed by the business/special-purpose unit of local government/non-profit as of May 9, 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 May 9, 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 Emergency Services District #4

Owner Name: Ron Spangenberg

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX104_Emergency Service District #4

HAYS COUNTY ARPA SLFRF PROJECT

HCTX104_Emergency Service District #4

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1 EMERGENCY SERVICE DISTRICT #4 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #4 (ESD 4) is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. The Wimberley Volunteer Fire Department, officially formed in 1953, transitioned to fall directly under the management of Hays County ESD 4 as Wimberly Fire Rescue (WFR) in December 2019. The primary reason for this change was lack of volunteer participation.

ESD 4's service area spans 135 square miles, from the border with Comal County in the south, north to Buffalo Speedway, east to Thurman Rd (approx. 0.95 miles east of the Blanco River), and west to Route 220 and Narrows Rd.

ESD 4 WFR's original 2,726.46 square-foot Central Station at 111 Green Acres Dr., Wimberley TX 78676¹ was too small to meet the needs of the growing community. Pre-pandemic they were actively searching for property to build a second station situated north of Cypress Creek as the location for additional resources to address the rapid population growth. But when the pandemic hit, an urgent need for additional space was created as the small size of the current facility wouldn't allow staff to distance themselves from one another during overnight shifts. The small space also would not accommodate additional staff that were slated to be hired in the FY 2021-2022 budget.

Therefore, the ESD Commissioners engaged an architect to design a 2,460 square-foot addition for firefighters' living quarters at the northeast end of the existing Central Station.

Much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. ESD 4's addition for firefighters' living quarters was 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

Figure 1: ESD 4 Service Area

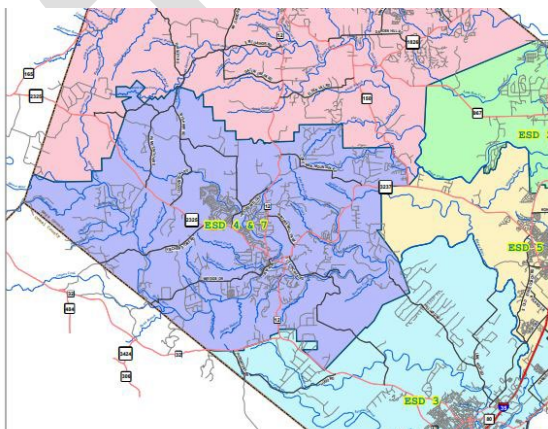


Figure 2: Fire Station Location



¹ Goggle Earth Image

than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 43.1% higher in July 2022², continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 3: Producer Price Index, July 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	-1.8%	17.4%	42.9%
Inputs to Nonresidential Construction	-1.8%	17.3%	43.1%
Plumbing Fixtures and Fittings	0.8%	11.4%	15.7%
Fabricated Structural Metal Products	-0.8%	21.3%	54.4%
Iron and Steel	-4.4%	2.8%	88.2%
Steel Mill Products	-3.7%	6.4%	115.8%
Nonferrous Wire and Cable	-3.2%	7.6%	42.9%
Softwood Lumber	0.8%	-7.0%	49.7%
Concrete Products	2.1%	14.4%	20.8%
Prepared Asphalt, Tar Roofing & Siding Products	-0.4%	18.8%	34.9%
Crude Petroleum	-19.1%	33.4%	96.4%
Natural Gas	-27.6%	61.1%	275.6%
Unprocessed Energy Materials	-21.2%	47.0%	139.2%

Source: U.S. Bureau of Labor Statistics

The architect's October 8, 2020, estimate for the construction cost of the addition was \$801,750. The lowest responsible bid received on July 8, 2021, was for \$1,151,000. A responsible contractor will include escalation to the midpoint of construction.³ In a project of long duration, cost of items purchased or contracted for in the later stages of the project may increase. The final amount of the construction contract was \$1,190,054 for work completed from 11/08/21 to 04/13/23, making the midpoint in July of 2022.

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 ESD 4's financial hardship from the increased costs caused by pandemic induced construction price escalation and the impact on ESD 4 in responding to the disease itself (COVID-19 mitigation and prevention) while simultaneously providing services to address a growing population. The 2,460 square-foot addition to the existing Central Station includes four separate bedrooms, three bathrooms, and a large kitchen/living area to allow for safe distancing for three to four 48-hour-duty firefighters at any given time. A set of screen walls was added to make the existing central station more compatible with the new addition and would replace the existing overhead doors.

Through a grant of \$250,000 to ESD 4 they will be able to:

² Monthly Construction Input Prices Decreased 2% in July, Up 17% From a Year Ago, Says ABC | News Releases

³ Manual for Preparation of Cost Estimates & Related Documents for VA Facilities

- Recover the increased cost(s) of their construction project

1.3 PROGRAM SUMMARY

ESD 4 submitted an application for grant funds to Hays County for a 2,460 square-foot addition to the existing Central Station. The addition is slab-on grade, wood stud walls, engineered wood trusses, exterior stone and metal sheathing, fiber cement siding, metal wall, roof, and soffit panels, low-slope roofing, windows, exterior and interior doors and frames, insulation, drywall, suspended acoustical ceiling, millwork, painting, interior finishes, mechanical, electrical, plumbing, and a fire protection system.

Documentation supporting the pandemic induced increase in cost of ESD 4's addition to the Central Station are estimates of construction cost from 2020, bids from 2021, and invoices from 2022. A cost analysis of the price increase and overall cost of the project was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined ESD 4 can demonstrate a pandemic related need up to \$349,250. ESD 4's award is \$250,000.

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 were 43.1% higher in July of 2021. ESD 4's fire station construction estimate increase can be measured against this index. The original estimate for construction from October 8, 2020, was \$801,750. The July 8, 2021, low bid was for \$1,151,000.

	Cost	Time
Estimate	\$801,750	8/20/2020
Bid	\$1,151,000	7/8/2021
	\$349,250	Delta
	43.6%	Percent Change

Using the 43.1% increase in nonresidential construction inputs, an increase of \$345,554 to the October 2020 estimate is to be expected due to pandemic-induced cost escalation.

$$\$801,750 \times 0.431 = \$345,554$$

The increase in cost supplied by ESD 4 is in line with the pandemic induced rise in construction cost. The grant amount request is reasonable.

2.2 COMPARISON OF PROPOSED CAPITAL PROJECT

Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

2.2.1 ESD 4 Construction of a New Fire Station

ESD 4 began approaching landowners in 2019 to either purchase property at a lower than market price or ask if the owner would be willing to donate land for use in constructing a new fire station.

In March/April 2020 home prices increased by 11% (compared to March 2019) and by December 2021 price per acre in the Austin-Waco-Hill Country market reached \$5,290, up 30% year-over-year⁵. This drove market prices of land that could be purchased for a new station out of the ability of ESD 4.

In November 2020, ESD 4 offered to purchase a 1.34-acre parcel on Winters Mill Pkwy, at a cost of \$30,000. From January 2021 to November 2021 ESD explored donation and gift deed options offered by the owner of the parcel. The Gift Deed drafts contained stipulations that the District Board and their legal counsel found concerning and not in the best interest of ESD 4. The owner was informed of this and did not reply. Months later ESD 4 was told parcel owner had donated their maximum for that year and gifting the land was no longer an option.

2.2.2 ESD 4 Construction of a Second Floor to Existing Central Station

The onset of the pandemic made the need for additional space urgent as more space would also allow firefighters to socially distance during overnight shifts. ESD 4 considered providing the extra space needed by raising the roof of the existing Central Station and constructing a 30ft by 60 ft (1,800 sq. ft.) second floor. The roof would be removed and retrofitted for additional load. Inclusion of a second floor would have required installation of commercial elevator for ADA compliance, and freight and person loads. The existing Central Station administration offices and firefighter small sleeping areas would have to have been vacated and moved into mobile offices and a residential trailer during the estimated 13-month construction period. Total cost of this option was estimated to be \$994,500:

	Cost/Units	Units	Type	Total Cost (\$)
Construction	500	1800	Sq ft	900,000
Elevator	75,000	1	Unit	75,000
Temp Trailer Rental	1,500	13	Months	19,500
				994,500

The construction of a second floor living quarters would have also likely required installation of additional support structures to ensure the second story is solidly supported and connected to the first

⁴ Austin-area March 2020 Sold Homes [Austin, Texas Real Estate Market Update and Statistics April 2020 | Regent Property Group \(searchaustinhomes.com\)](#)

⁵ TX Real Estate Research Center at Texas A&M [Central Texas land prices climb amid hot housing market, report says | kvue.com](#)

floor. The cost for this item, plus costs for an architect, and electrical work to accommodate the elevator, were not obtained as ESD 4 realized that adding a second floor would result in a loss of 660 sq. ft., compared to building the 2,460 sq ft addition to the NE side of the existing Central Station, forcing fire fighters to congregate in close quarters during construction and again upon completion of the added second floor. Therefore, raising the roof of the existing Central Station to build a second floor became an unsuitable alternative.

3 ELIGIBILITY

3.1 FINAL RULE⁶

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

(1) Identifying eligible responses to the public health emergency or its negative economic impacts.

(i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.

(ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

3.2 SPECIAL-PURPOSE UNITS OF GOVERNMENT⁷

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

⁶ [31 CFR 35.6\(b\)](#)

⁷ Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3 | July 27, 2022

3.3 CAPITAL EXPENDITURE

The total capital expenditure for the addition to the existing Central Station was over \$1 million. The final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities is an enumerated project to respond to disproportionately impacted communities.

3.3.1 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

3.3.2 Explanation of why a capital expenditure is appropriate

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

ESD 4 WFR's original 2,726.46 square-foot Central Station at 111 Green Acres Dr., Wimberley TX 78676 was too small to meet the needs of the growing community. Pre-pandemic they were actively searching for property to build a second station situated north of Cypress Creek as the location of additional resources to address the rapid population growth. But when the pandemic hit, an urgent need for additional space was created as the small size of the current facility wouldn't allow staff to distance themselves from one another during overnight shifts.

Therefore, the ESD Commissioners engaged an architect to design a 2,460 square-foot addition for firefighters' living quarters at the northeast end of the existing Central Station.

A comparison of alternatives is presented in Section 2.2



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #4. **INGALSBE/COHEN**

Summary

Attachments: Draft Agreement
Draft PW

Attachments

Draft Agreement - ESD #2
Draft PW - ESD #2

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 Clay Huckaby, Fire Chief of Hays County Emergency Services District #4 (“Beneficiary”), located at 209 FM 2770 | Buda, TX 78610 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$400,000.00 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 May 9, 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 May 9, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university
 - Library

- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - Beneficiary certifies that [redacted] employees were employed by the business/special-purpose unit of local government/non-profit as of May 9, 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.

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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 Emergency Services District #4

Owner Name: Ron Spangenberg

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX107_Emergency Services District #2

HAYS COUNTY ARPA SLFRF PROJECT

HCTX107_Emergency Services District #2

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1.1	Designating a Public Health Impact	2
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3.1	Final Rule.....	6
3.2	Capital Expenditure.....	7

DRAFT

1 EMERGENCY SERVICES DISTRICT #2 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The formation of “All of the Hays County Justice Precinct No. 5, and including that area of Hays County Justice Precinct No.2, which is bound on the South by the north line of Negley Ranch, and the north line of Mountain City Oaks Subdivision, on the west by the west line of the Morton M. McCarver Survey No.4, and on the North and East by the South line of Justice Precinct No. 5” into Northeast Hays County Emergency Services District No.2 (ESD 2) was passed by majority vote a special election of the EMS Water District on January 21, 1989.

ESD 2 is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans.

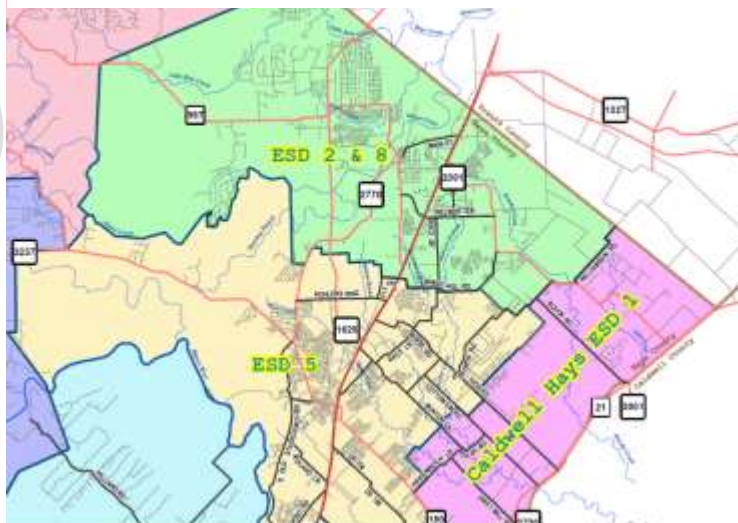
Buda’s Fire Department, which is within ESD 2, consists of three stations: Station 1 is under construction at 209 Jack C Hays Trail, and is the location of their administrative offices and reserve apparatus, Station 2, southeast of Station 1, at 151 Farm to Market Rd 2001, and Station 3, northeast of Station 1, at 3502 FM 967. Stations 2 and 3 are staffed 24 hours a day/365 days a year with career firefighters and paramedics, each manning one engine company and one ambulance. The east side of the district is the most densely populated.

In October 2010, Hays County ESD 2 (EMS) contracted with Hays County ESD 8 (Fire) to provide Emergency Medical Services (EMS) to the district.

ESD 2’s service area spans from the borders of Driftwood and Austin in the West to Williamson Road and Goforth Road in the East. On its northern border is the Hays County limits. The southern border is Onion Creek, Kyle city limits, and Windy Hill Road (Figure 1). The ESD 2 service area east of I-35 is where some of the lowest median income (\$45,610.01 - \$68,021.01) residents live in Hays County (Figure 2), along with the highest concentration of persons of Hispanic origins (Figure 3).¹

In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White

Figure 1: ESD 2 Service Area

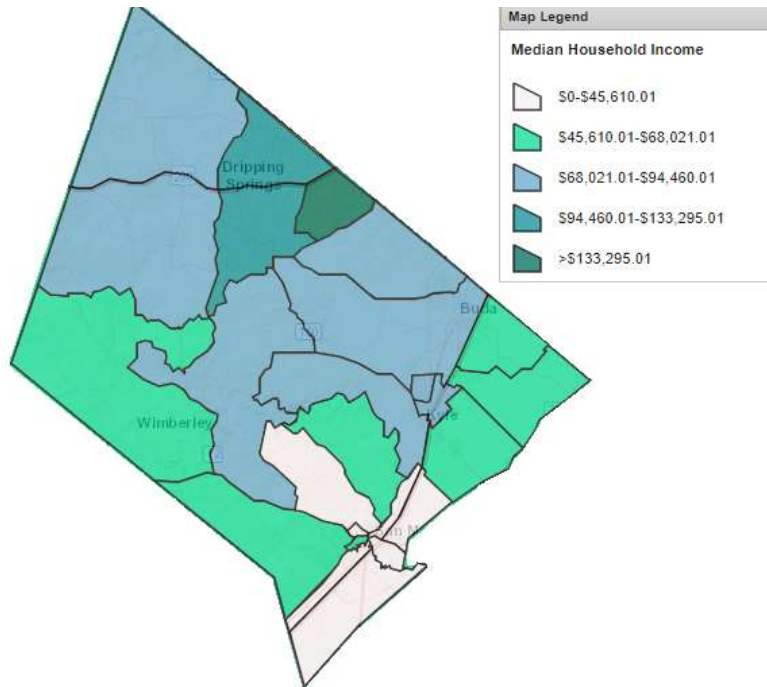


¹ Figures 2 through 4 are from <https://egis.hud.gov/cpdmaps/>

individuals.² Recent data from the CDC shows that Hispanic or Latino persons, respectfully, are 2.1 times more likely to be hospitalized for COVID-19 as well as 1.8 times more likely to die from the disease³. Rate ratios are compared to White, Non-Hispanic persons. A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.⁴

Between September 9, 2020, and August 24, 2021, ESD 2's response times for emergency services, including EMS, into the Shadow Creek subdivision east of I-35 was in excess of ten minutes 39% of the time. In contrast the response time for all calls was 13% in excess of ten minutes and 39% under 6 minutes⁵. This demonstrates the slower response times to the most vulnerable areas⁶ of Hays County, as measured by the COVID-19 Community Vulnerability Index (CCVI), and the areas with majority Hispanic populations, who account for 41.2%⁷ of COVID-19 cases in the County.

Figure 2: Hays County Median Household Income



² Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March– December 2020

³ [Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC](#)

⁴ Race and ethnic minority, local pollution, and COVID-19 deaths in Texas | 2022

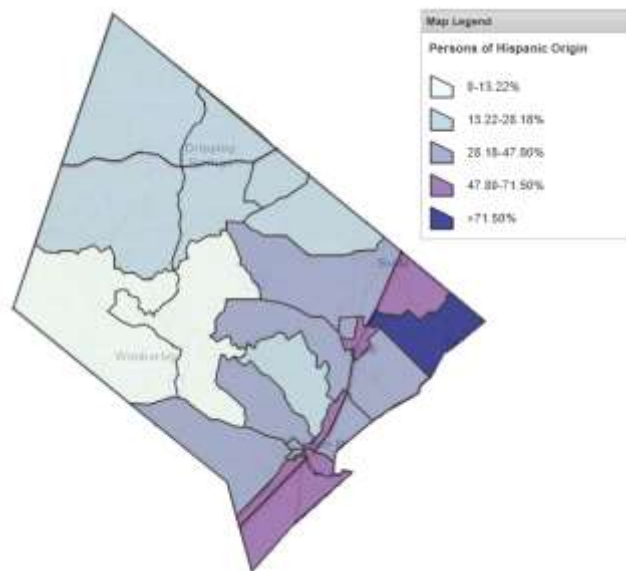
⁵ Incidents 20-21, August 26, 2021 | Buda Fire Department

⁶ [Surgo Precision for Covid](#)

⁷ [Hays County Cisd COVID Stats](#)

Further adding to the strain on ESD 2's resources is the mileage traveled to these distant locations. Fleet replacement is a major capital expense for EMS agencies. Many services have a defined time or mileage trigger that is used to determine when it's time to replace a vehicle. For light-duty chassis ambulances, regardless of if it's a pick-up truck/module (Type I) a van (Type II) or a van cutaway/module, services frequently replace vehicles at 250,000 miles or five years.⁸

Figure 3: Persons of Hispanic Origin



During a large-scale disaster, the medical transportation assets required to transport the population of individuals with medical needs can become overwhelming.⁹ If another surge in COVID-19 infections or an outbreak of another infectious disease were to take place the existing ambulances and equipment operated by Emergency Services District #2 may not be adequate to respond and prevent further community spread.

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 category COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment and ambulances. Hays County will mitigate against future pandemics by bolstering Emergency Services District #2's ability to respond through the purchase of a new EMS ambulance (\$289,151.00) and associated equipment, i.e., defibrillator, stretcher, and power load system to support loading/unloading of stretchers (\$168,016.80). This will be achieved through a grant of \$457,166.80 to the ESD 2.

The Final Rule enumerated eligible uses like COVID-19 prevention and treatment equipment, such as ventilators and ambulances. The total expected capital expenditure of the additional ambulance is under \$1 million.

1.3 PROGRAM SUMMARY

ESD 2 submitted an application for grant funds to Hays County for a new EMS Ambulance and associated equipment, i.e., power load system and stretcher. The applicant provided the Order creating the "Northeast Hays County EMS District #2" through majority vote in a Special Election of the EMS Water District on of January 21, 1989 to support the eligibility of ESD 2 as a beneficiary. Documentation supporting the cost to purchase a new EMS ambulance and its associated equipment includes stretcher, and power load system to support loading/unloading of stretchers, and life saving devices (defibrillators,

⁸ [Why Extending the Vehicle Replacement Cycles Makes Sense | EMS1](#)

⁹ Texas Department of State Health Services Ambulance Utilization 2011

chest compressor). 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 ESD 2 can demonstrate a pandemic related need up to \$457,166.80. ESD 2's award is \$457,166.80.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

A single emergency vehicle could cost anywhere between \$120,000 and \$325,000.¹⁰ Available pricing on different makes and models of ambulances comports with this analysis (Figure 4). The base price of \$289,151.00 for the new Type 1 - 14ft Module on a Ford F-550 Chassis (Gas fueled) Ambulance is reasonable.

Table 1: Available Pricing on Similar Ambulance Makes/Models

Vehicle	Cost
2022 Ford F350 Type 1	\$214,900.00
2022 Ram Heavy Duty	\$239,900.00
2022 Ram Heavy Duty	\$249,900.00
2022 Chevy Type 1	\$216,900.00
2021 Ram Heavy Duty	\$259,900.00
<hr/>	
Average	\$225,233.33 ¹¹

Purchasing an ambulance and lifesaving equipment allows for multiple calls simultaneously or to handle multiple patients at a single incident. It also ensures that an ambulance is available during periods of maintenance or repair.¹² The nationwide average for workload of yearly calls per ambulance is 2,408.¹³ The area that ESD 2 services (green in Figure 1) is around 25% of Hays County's land mass and accounts for some of the more dense areas of the County.

¹⁰ <https://www.frazerbilt.com/blog-ambulance-cost>.

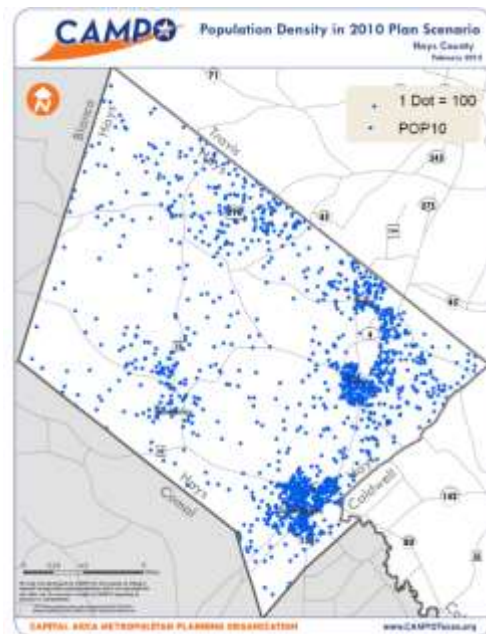
¹¹ Arrow Ambulance | New Ambulances for Sale

[Type 1 Build and Price | Arrow Ambulances](#)

¹² <http://www.harwintonems.org/ambulances--equipment.html>

¹³ <https://www.hmpgloballearningnetwork.com/site/emsworld/article/1223842/ambulance-allocation-whats-right-balance>

Figure 5: Hays County Population Density



ESD 2's three stations respond to an average of 4,000 calls annually. Using the 46.5% Hays County growth rate that service call number would be 5,860 annually. Having a third ambulance to better serve the more populated east side of their service area would result in 1,953 calls per ambulance, well within the national average of yearly calls per ambulance.

The request includes equipment ancillary to the function of an ambulance, i.e., stretcher, and power load system to support loading/unloading of stretchers, and life saving devices (defibrillators, chest compressor). A comparison was performed of the unit price for 16 items against the average price of similar items available online. The results showed that the quote price was lower than comparable price data.

Quote Supplier	Sum of Unit Price	Sum of Average	Sum of Delta	Count of ID
04_Stryker	\$60,550.30	\$63,071.48	(\$3,421.33)	16

3 ELIGIBILITY

3.1 FINAL RULE¹⁴

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including

¹⁴ [31 CFR 35.6\(b\)](#)

personal protective equipment. The SLFRF Final Rule Overview further enumerates this eligible use to specify:

- COVID-19 prevention and treatment equipment, such as ventilators and ambulances
- Medical and PPE/protective supplies

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) should also review the section Capital Expenditures in General Provisions: Other, which describes eligibility standards for these expenditures.

3.2 CAPITAL EXPENDITURE

Recipients providing assistance via nonprofits 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, recipients may Investments in public facilities to meet pandemic operational needs including acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment.



AGENDA ITEM REQUEST FORM: F. 13.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Presentation by President & CEO Paul Nguyen of CommuniCare. BECERRA

Summary



AGENDA ITEM REQUEST FORM: F. 14.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Presentation from Specialized Finance Inc. regarding financing options as well as financing capacity. **BECERRA**

Summary



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

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of April 11, 2023. **BECERRA/CARDENAS**

Summary

Attachments

04/11/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



APRIL 11, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 11th DAY OF APRIL 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

Dan Lyon made a public comment concerning County spending. Jack Gray Jr. made a public comment concerning the possibility of a road being constructed through his property. William Wagner Jr. made a public comment concerning unanswered public information requests regarding the proposed Development Agreement for Mission Oaks Condominiums. Carol Gaultney made a public comment in support of Jennifer Doinoff and the Elections Department. Randi Franks made a public comment concerning medical neglect in the Hays County Jail. Amy Kamp made a public comment concerning medical neglect in the Hays County Jail.

38814 Adopt a Proclamation recognizing Rosemary Burke Campise as the Founder of The Burke Foundation on its 50th anniversary.

The Court thanked Rosemary Campise for her service to Hays County residents. Commissioner Smith spoke about the services provided by the foundation. Judge Becerra spoke about his office's effort to raise awareness for all non-profits and organizations that help community members. Charlie Campise recognized individuals and organizations that contribute to the Burke Center.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing Rosemary Burke Campise as the Founder of The Burke Foundation on its 50th anniversary.

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

5 - 0 Passed - Unanimously

38815 Adopt a Proclamation declaring April 2023 as National Donate Life Month in Hays County.

S. Lemuel Bradshaw spoke about organ donations in Hays County and encouraged residents to register to become donors. The Court thanked Bradshaw for raising awareness for organ donation and for sharing his story.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation declaring April 2023 as National Donate Life Month in Hays County.

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

5 - 0 Passed - Unanimously



38816 Adopt a Proclamation recognizing April 2023 as Child Abuse Prevention and Awareness Month.

Melissa Rodriguez, CEO of the Hays-Caldwell Women's Center, spoke about child abuse prevention and sexual assault awareness. Julia Ramsay, Executive Director of the Greater San Marcos Youth Council, thanked the Court for their year-round support. Lee Ikels, President of the Hays County Child Protective Board, spoke about the Remme Rainbow Room. Brandi Raschke, Training Coordinator for CASA of Central Texas, spoke about their need for more volunteers. The Court thanked the organizations and their volunteers for their work.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing April 2023 as Child Abuse Prevention and Awareness Month.

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

5 - 0 Passed - Unanimously

38817 Adopt a Proclamation recognizing April 2023 as World Autism Awareness Month.

The Court thanked the Tobias family for bringing awareness to this. Angelica Tobias thanked the Court for the Proclamation and thanked caregivers and parents who care for people with autism. Jerry Hendrix, Interim City Manager for the City of Kyle, spoke about the City Council's and his own experiences with autism.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing April 2023 as World Autism Awareness Month.

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

5 - 0 Passed - Unanimously

38818 Adopt a Proclamation recognizing April 9th - 15th, 2023, as National Telecommunicators Week.

Sheriff Cutler recognized Hays County's Emergency Communication Operators and spoke about the work they do for the community. The Court thanked the Emergency Communication Operators for their service.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing April 9th - 15th, 2023, as National Telecommunicators Week.

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

5 - 0 Passed - Unanimously

Update on Dripping Springs Tax Incremental Zone #1 and Zone #2 by David Edwards and Keenan Smith.

David Edwards, Chair of the Tax Incremental Zone #1 and #2 (TIRZ), spoke about their financial health and new projects. Keenan Smith, Project Manager for TIRZ #1 and #2, spoke about the following priority projects: Old Fitzhugh Road, Town Center, Stephenson Building, Downtown Parking, Downtown Drainage, Roadways, & Sidewalks, and Downtown Restrooms. Commissioner Smith clarified the Triangle project has been dropped because the Texas Department of Transportation is working on improvements in the area. Judge Becerra spoke about the advantages of a TIRZ. The Court thanked Edwards and Smith for their work.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Dripping Springs VFW Post 2933.

Commissioner Smith clarified the Dripping Springs VFW Post 2933 is a 501(C)(19) organization, and they experienced a COVID-related revenue loss of \$5,670.87.

Clerk's Note: Judge Becerra called for a recess that began at 10:40 a.m. and resumed back into open court at 10:47 a.m.

**38819 Approve payments of County invoices.**

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

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

5 - 0 Passed - Unanimously

38820 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

38821 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

38822 Approve Commissioners Court Minutes of March 28, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of March 28, 2023.

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

5 - 0 Passed - Unanimously

38823 Approve the payment of the April 15, 2023 payroll disbursements in an amount not to exceed \$4,500,000.00 effective April 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of the April 15, 2023 payroll disbursements in an amount not to exceed \$4,500,000.00 effective April 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

38824 Authorize the acceptance of a grant award from the Department of State Health Services (DSHS), Strengthening U.S. Public Health Infrastructure Grant (PHIG) Program in the amount of \$429,194.00 and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Department of State Health Services (DSHS), Strengthening U.S. Public Health Infrastructure Grant (PHIG) Program in the amount of \$429,194.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38825 Authorize Building Maintenance to move the Health Department's vaccine generator from the Remme Rainbow Room to the new Health Department building located at 101 Thermon Drive and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Building Maintenance to move the Health Department's vaccine generator from the Remme Rainbow Room to the new Health Department building located at 101 Thermon Drive and amend the budget accordingly.



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

5 - 0 Passed - Unanimously

38826 Authorize the County Judge to purchase consumable items in an amount not to exceed \$600.00 for the Mental Health First Aid Course to be held on May 16, 2023.

Vickie Dorsett, Hays County Budget Officer, stated Countywide Contingencies has been identified as a potential funding source for this.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to purchase consumable items in an amount not to exceed \$600.00 for the Mental Health First Aid Course to be held on May 16, 2023.

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

5 - 0 Passed - Unanimously

38827 Authorize the County Judge to execute a Professional Services Agreement with Tyler Technologies, Inc. for two days of onsite training for Financial Reporting modules used by the County Clerk, District Clerk, Treasurer and Auditor to meet County, State and Federal reporting requirements utilizing a discretionary exemption pursuant to Texas Local Government Code, Section 262.024(a)(7) and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement with Tyler Technologies, Inc. for two days of onsite training for Financial Reporting modules used by the County Clerk, District Clerk, Treasurer and Auditor to meet County, State and Federal reporting requirements utilizing a discretionary exemption pursuant to Texas Local Government Code, Section 262.024(a)(7) and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38828 Approve out-of-state travel for Criminalist Kate Frederick to attend the Forensic Ultraviolet and Infrared Photography course on June 14-16, 2023, in Palm Beach Gardens, Florida.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve out-of-state travel for Criminalist Kate Frederick to attend the Forensic Ultraviolet and Infrared Photography course on June 14-16, 2023, in Palm Beach Gardens, Florida.

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

5 - 0 Passed - Unanimously

38829 Authorize the Sheriff's Office to use existing funds to purchase a training collar for the K9 Division valued at \$1,185.00 and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to use existing funds to purchase a training collar for the K9 Division valued at \$1,185.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38830 Authorize the execution of a commitment of funds letter to the Texas Department of Emergency Management (TDEM), Hazard Mitigation Grant Program, Post Fire Declaration.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a commitment of funds letter to the Texas Department of Emergency Management (TDEM), Hazard Mitigation Grant Program, Post Fire Declaration.

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

5 - 0 Passed - Unanimously



38831 Authorize the acceptance of a grant award from the Department of State Health Services (DSHS), FY24 Tuberculosis Prevention and Control - State Grant Program in the amount of \$39,611.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Department of State Health Services (DSHS), FY24 Tuberculosis Prevention and Control - State Grant Program in the amount of \$39,611.00.

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

5 - 0 Passed - Unanimously

38832 Accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the first quarter of Fiscal Year 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the first quarter of Fiscal Year 2023.

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

5 - 0 Passed - Unanimously

38833 Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Burgess & Niple, Inc. to provide engineering services for the RM 2325 Sidewalk project in Precinct 3 pursuant to RFQ 2022-Q03 Engineering Services - RM 2325 Sidewalk.

Commissioner Shell clarified the scope and funding of the project.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement between Hays County and Burgess & Niple, Inc. to provide engineering services for the RM 2325 Sidewalk project in Precinct 3 pursuant to RFQ 2022-Q03 Engineering Services - RM 2325 Sidewalk.

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

5 - 0 Passed - Unanimously

38834 Discussion and possible action to authorize the execution of Change Order No. 5 in the amount of \$764,627.38 to the Construction Contract with Jordan Foster Construction, LLC for the Dacy Lane (IFB 2021-B02) project as part of the Hays County Road Bond Program in Precincts 2 and 1 and amend the budget accordingly.

Commissioner Ingalsbe explained this adds another sidewalk and pedestrian lighting, and the City of Kyle will reimburse the County for the cost of the project.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Change Order No. 5 in the amount of \$764,627.38 to the Construction Contract with Jordan Foster Construction, LLC for the Dacy Lane (IFB 2021-B02) project as part of the Hays County Road Bond Program in Precincts 2 and 1 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38835 Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 in the amount of \$15,000.00 to the Professional Services Agreement with BGE, Inc. for bidding and construction phase services on the Robert S. Light Boulevard project (RM 967 to IH 35 SBFR) in Precinct 4, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Commissioner Smith explained this is for additional bidding and construction phase services and there is no overall change to the contract.



A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment No. 1 in the amount of \$15,000.00 to the Professional Services Agreement with BGE, Inc. for bidding and construction phase services on the Robert S. Light Boulevard project (RM 967 to IH 35 SBFR) in Precinct 4, utilizing 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

38836 Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 to the Professional Services Agreement with Volkert, Inc. On-Call Construction, Engineering and Inspection (CEI) services to supplement subconsultant B2Z Engineering's Exhibit D rate schedule with rates for materials testing services, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment No. 1 to the Professional Services Agreement with Volkert, Inc. On-Call Construction, Engineering and Inspection (CEI) services to supplement subconsultant B2Z Engineering's Exhibit D rate schedule with rates for materials testing services, utilizing 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

38837 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 RM 12 at Skyline and Mountain Crest intersection improvement project and amend the budget accordingly.

Commissioner Shell explained this is for improvements to a dangerous intersection and the construction will be funded by the State.

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 RM 12 at Skyline and Mountain Crest intersection improvement project and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38838 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bonds #CNB-41042-00 in the amount of \$583,636.64 for Anthem subd., Phase 2, and #CNB-41043-00 in the amount of \$530,905.76 for Anthem subd., Phase 3, and acceptance of the 2-year maintenance bond #800131791 in the amount of \$516,827.85 for Anthem subd., Phase 2 and Phase 3 (Pct. 4).

Commissioner Smith explained there are two items for this project because this subdivision is in both Precincts 2 and 4.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, release the subdivision bonds #CNB-41042-00 in the amount of \$583,636.64 for Anthem subd., Phase 2, and #CNB-41043-00 in the amount of \$530,905.76 for Anthem subd., Phase 3, and accept the 2-year maintenance bond #800131791 in the amount of \$516,827.85 for Anthem subd., Phase 2 and Phase 3 (Pct. 4).

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

5 - 0 Passed - Unanimously

38839 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #CNB-41045-00 in the amount of \$321,316.20, and acceptance of the 2-year maintenance bond #800131790 in the amount of \$141,277.05 for Anthem subd., Phase 1C-2 (Pct. 2).

Commissioner Smith explained there are two items for this project because this subdivision is in both Precincts 2 and 4.



A motion was made by Commissioner Smith, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, release the subdivision bond #CNB-41045-00 in the amount of \$321,316.20, and accept the 2-year maintenance bond #800131790 in the amount of \$141,277.05 for Anthem subd., Phase 1C-2 (Pct. 2).

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

5 - 0 Passed - Unanimously

38840 Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$1,310,079.50 for the Hymeadow, Section 3, Phase 4, Final Plat (Subdivision Bond # LICX1975193).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$1,310,079.50 for the Hymeadow, Section 3, Phase 4, Final Plat (Subdivision Bond # LICX1975193).

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

5 - 0 Passed - Unanimously

38841 PLN-2124-NP; Discussion and possible action regarding the Ecclesia Subdivision, Final Plat (1 Lot).

Colby Machacek, Hays County Development Services Planning Department, provided details on the property and stated it has full staff recommendation for approval.

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

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

5 - 0 Passed - Unanimously

38842 PLN-2163-PRE; Discussion and possible action regarding the Centre on 12, Preliminary.

Colby Machacek, Hays County Development Services Planning Department, provided details on the property and stated staff recommends conditional approval based on minor deficiencies listed in the back-up.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve Centre on 12, Preliminary (PLN-2163-PRE).

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

5 - 0 Passed - Unanimously

38843 PLN-2165-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Replat of Hays City Estates, Lot 9 and consider granting a variance to use the governing On-Site Sewage Facility Rules of 1984-1986.

Judge Becerra opened the Public Hearing at 11:43 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:43 a.m. Marcus Pacheco, Director of Development Services, noted there is an error in the agenda item and the years for the On-Site Sewage Facility Rules should be 1986-1997. Colby Machacek, Hays County Development Services Planning Department, provided details on the property and stated staff recommends conditional approval based on deficiencies listed in the back-up. Commissioner Smith thanked the property owners for working with the County during construction near the property. Victoria Cox, property owner, thanked Commissioner Smith for working to improve safety in the area and spoke about their plans for the development, including supporting drip irrigation. Pacheco further explained the variance request, and the Court discussed limitations due to state laws and the need to update them.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve the Replat of Hays City Estates, Lot 9 and grant a variance to use the governing On-Site Sewage Facility Rules of 1986-1997 (PLN-2165-PC).



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

5 - 0 Passed - Unanimously

38844 PLN-2100-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 20, Replat.

Judge Becerra opened the Public Hearing at 11:58 a.m. Elaine Cardenas, County Clerk, read an emailed public comment from Joel Jungman against the development. Judge Becerra closed the Public Hearing at 11:59 a.m. Colby Machacek, Hays County Development Services Planning Department, provided details on the property and stated staff recommends conditional approval based on deficiencies listed in the back-up.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the Hurlbut Ranch West, PT of Tract 20, Replat (PLN-2100-PC).

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

5 - 0 Passed - Unanimously

38845 PLN-2166-PC; Call for Public Hearing on April 25th, 2023, followed by discussion and possible action regarding the Beulah Marie Needham Estates, Lot 3, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for Public Hearing on April 25th, 2023, followed by discussion and possible action regarding the Beulah Marie Needham Estates, Lot 3, Replat (PLN-2166-PC).

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #J-6 RE: *Discussion and possible action to allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owners of a portion of Tract 40C in Rainbow Ranch Subdivision, an unrecorded subdivision, in Precinct 3.*
- WAS PULLED.

38846 Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Tommy Dodd Memorial Buyers Group regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

Commissioner Smith stated these funds will be used for all Hays County youth.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Tommy Dodd Memorial Buyers Group 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

38847 Discussion and possible action related to the employment and duties of all individual positions within the Office of General Counsel; and related to the employment and duties of all individual positions within the Hays County Criminal District Attorney's Office.

Kelly Higgins, District Attorney, spoke about the request to merge the Office of General Counsel with the District Attorney's Office. Gregg Cox, First Assistant District Attorney, explained the benefits of this, including consolidating staff and resources. Mark Kennedy, General Counsel, spoke about the need for this due to increased litigation and public information requests. The Court gave support for this request. Commissioner Shell clarified the space within the Historic Courthouse will remain dedicated to the staffers that are currently there, the Criminal District Attorney will work with the Office of General Counsel to ensure that the transactional and consulting legal services continue to function at a high level, the Criminal District Attorney's Office will look at any title changes that might be needed with this restructuring, and asked that the County Budget Officer move the Office of General Counsel operating budget into the Criminal District Attorney's office budget as a subset of that office's Civil Division.



A motion was made by Commissioner Shell, seconded by Judge Becerra to authorize positions within the Office of General Counsel to be incorporated into the Hays County Criminal District Attorney's Office, with pay grades and salaries of the Office of General Counsel positions to remain unchanged; and to amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-3 RE: *Discussion and possible action on the salary study implementation. - WAS PULLED.*

Discussion and possible action regarding countywide compensatory time.

Daphne Tenorio, Hays County Treasurer, explained the issue of County employees with excess compensatory time and asked the Court for direction on how to address it, as well as a review of the County's compensatory time policy. The Court discussed various options, including paying out the time, allowing employees to take time off, and having department heads manage these issues. Marisol Villarreal-Alonzo, County Auditor, spoke about current County and federal policies. No action taken.

38848 Discussion and possible action to authorize the use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Office of Emergency Services to purchase a Compact Rapid Deployable (CRD) for FirstNet in relation to recovery assistance for direct or indirect impacts of COVID-19; and amend the budget accordingly and authorize a discretionary exemption pursuant to Texas Local Government Code Ch 262.024(a)(2).

Commissioner Shell noted the discretionary exemption was added to this item. Mike Jones, Director of Emergency Services, explained this will improve cellular and internet connectivity for first responders in the event of a disaster. Commissioner Shell thanked Jones and the Offices of Emergency Management and Emergency Services for their work on this.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Office of Emergency Services to purchase a Compact Rapid Deployable (CRD) for FirstNet in relation to recovery assistance for direct or indirect impacts of COVID-19; and amend the budget accordingly and authorize a discretionary exemption pursuant to Texas Local Government Code Ch 262.024(a)(2).

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:14 p.m. and resumed back into open court at 1:02 p.m.

Clerk's Note Agenda Item #L-1 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.*

38849 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.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and Fat Quarter Shop, LLC, as discussed and presented in Executive Session.

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

5 - 0 Passed - Unanimously



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.

Commissioner Smith stated the Commissioners Court postponed moving forward with these causes in 2022 to explore options. Having done so and exhausted other viable options, this action to move forward allows the RR12/FM150 intersection project to move forward.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to instruct Right of Way counsel to move forward with special commissioners hearings for cause numbers 22-0249-C, 22-0250-C, and 22-0251-C, pursuant to resolutions determining the necessity and authorizing the use of the County's power of eminent domain to acquire that right of way, resolved and adopted by the Commissioners Court in May 2021.

AYE: Commissioner Shell, Commissioner Smith

NAY: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

2 - 3 Failed

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.*

Clerk's Note Agenda Item #M-5 RE: *Updates of community health assessment by local health department. - WAS PULLED.*

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 that may impact the County, including bills regarding the West Travis County PUA and groundwater. No action taken.

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

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 1:04 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 APRIL 11, 2023.



Elaine H. Cardenas
 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: 04/25/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the April 30, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective April 30, 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: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Authorize acceptance of payment terms to allow for a 30% down payment and 30% chassis payment to Gerling and Associates, Inc. for the Local Health Department's mobile vaccine van. **INGALSBE/COHEN/T.CRUMLEY**

Summary:

Gerling and Associates, Inc. requires a 30% down payment with order, 30% due upon receipt of the chassis, and the balance upon acceptance ex-works G&A. The total amount for the vaccine van is \$280,826.01. The first payment (the down payment of 30%) is \$84,247.80, the second payment (the 30% due upon receipt of chassis) is \$84,247.80, leaving the final payment of \$112,330.41 at completion. Funding for this has already been approved and available in the Local Health Department's budget.

Fiscal Impact:

Amount Requested: \$84,247.80

Line Item Number: 011-763-99-151.5713_700
120-675-99-151.5713_700

Budget Office:

Source of Funds: ARPA Fund & St. David's Foundation Grant

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, GSA Contract GS-30F-0002

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

New Revenue Y/N?: N/A

Comments:

Attachments

Gerling Invoice - Down Payment
Payment Terms



200 Kintner Pkwy.
Sunbury, OH 43074-8528
740-965-2888

INVOICE

DATE	INVOICE #
3/29/2023	12283

BILL TO
Hays County Auditor 712 South Stagecoach Trailer Ste. 1071 San Marcos, TX 78666

SHIP TO
Hays County 401-A Broadway San Marcos, TX 78666 Attn: Jackie Garza

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	W.O. NO.	WORK PERFORMED
2023-00001000	Net 30	FG	3/29/2023		1304	

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
Down Payment	1	30% Down Payment for Gerling and Associates, Inc. Fast Vac Mobile Unit. Total Amount of Project: \$280,826.01	84,247.80	84,247.80
Wire Transfer CF...		ROUTING NUMBER: 241272118 BANK NAME: CFBank 7000 North High St. Worthington, OH 43085 FURTHER CREDIT TO: Gerling and Associates Inc. ACCOUNT NUMBER: 1008403063		

THANK YOU FOR YOUR BUSINESS!	Total \$84,247.80
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Make all checks payable to: Gerling and Associates, Inc.

We accept VISA, MASTERCARD & AMERICAN EXPRESS with an added 4% fee.

A service charge of 2% per month on the unpaid balance will be added to all past due accounts.



Gerling Fast Vac Mobile Vaccine Facility

*Configuration Prepared for
Hays County TX*

**Submitted By:
Gerling & Associates, Inc.
Sunbury, OH 43074
(740) 965-2888**



December 2, 2022

Hays County

Proposal for Construction of Gerling Fast Vac Mobile Vaccine Facility

Point by Point Description

1.0 Overall Scale: Chassis and Operations Enclosure

1.1 Vehicle Dimensions (see dimensional data on enclosed drawing):

- Operations Enclosure overall height 11'6" High including AC units
- Operations Enclosure length 16'
- Operations Enclosure 96" Wide
- Overall length 24'

1.2 Chassis Specifications:

Chassis/Dimensions/Capacities

- Chassis 2023 or current model year Ford E450 Super Duty
- Interior Height 82"
- Gross Vehicle Weight Rating GVWR: 14,500 LBS
- Fuel Tanks (Top Draw) One (1), 55 U.S. gal
- Engine Type Triton V10 Gasoline
- Alternator HD 155 amp
- Transmission 5-Speed Automatic Torqshift with Tow Mode
- Steering Gear Power with Tilting Steering Column
- Suspension, FRONT Heavy Duty Gas Charged Shocks & Springs
- Suspension, REAR Heavy Duty Gas Charged Shocks & Springs
- Brake System Anti-lock Power Brakes (Front & Rear Disc Brakes)
- Tires- LT225/75Rx16E BSW AS
- Wheels- 16"x6" White steel painted

- AM/FM Stereo
- Back up camera



2.0 Chassis Weight and Axle Loading

- Overall GVWR 14,500

Body and chassis shall be in compliance with legal weight limits and transportation regulations on all public highways. No Commercial Driver's License shall be required. No special permits shall be required for travel on any public highway.

3.0 Body Construction: Methods and Materials

3.1 Body Overview

General:

The mechanical design and construction of the production portion of the unit shall be such that the Client, with proper maintenance, can expect at least 15 years of use.

Shell strength exceeds Department of Transportation requirements of being able to sustain at least 1.5 times overall vehicle weight in the event of rollover or inversion.

All Gerling aluminum-to-steel joints are insulated with High Molecular Density Polymer to prevent corrosion due to galvanic electrolysis.

Aluminum skin shall be .090 at bulkheads and sides, continuous, seamless construction.

Fabrication and Construction practices shall utilize proprietary methods of MIG Welding and chemical bonding. Lord 500 Series Acrylic Adhesive shall provide extremely high impact rating and extreme resistance to thermal and chemical stress.

Body Filler products shall not be utilized in any weight or stress-bearing component of the aluminum body.

3.1 Floor Frame shall incorporate:

- Twin 4" steel I-beams, configured linearly to securely fasten Operations Enclosure to Chassis Frame Rails.
- 3" T-6061 Aluminum Alloy I-beams on 16" centers.
- .125 T-6061 Aluminum sheeting
- Additional Gerling proprietary methods and materials



3.2 Wall and Bulkhead Construction shall incorporate:

- .125"x2"x2" T-6061 Aluminum Alloy square tubing on 16" centers (lengths vary to accommodate roof 45 deg. dish reservoir, doorframes)
- .125"x2"x4" T-6061 Aluminum Alloy square tubing

- .090" T-6061 Aluminum Sheeting for exterior surface
- Additional Gerling proprietary methods and materials

3.3 Corner Construction shall incorporate:

- .125"x2"x2"x3" beveled T6061-T6 Aluminum Alloy extrusions into which .090 sides and bulkheads shall be inserted, then welded and bonded
- Extrusions shall incorporate additional 2" x 2" tube aluminum for added support.
- .125" aluminum formed cap shall cover full height of body corner, providing additional strength and enhancing appearance.

3.4 Roof Construction shall incorporate:

- .125"x2"x4" T-6061 Aluminum Alloy square tubing on 14" centers
- .125"x2"x4" T-6061 Aluminum Alloy square tubing
- 5"x2"x ½" C-Channel for roof perimeter
- .040 Aluminum Sheeting for exterior roof surface
- Additional Gerling proprietary methods and materials

3.5 Exterior Finish:

- Full preparation to consist of all caulking, trimming, sanding, etching (zinc chromate chemical etching agent) and all necessary steps to ensure overall aesthetic "as-new" quality for functional life of vehicle
- 2 coats primer and 1 coats white Aircraft-Grade Acrylic Polyurethane DuPont, white in color
- Coverage shall include inside bay doors
- Body to be undercoated with anti-corrosion agent
- **G&A Scepter Series, Smooth Seamless automotive look exterior**



4.0 Undercarriage Storage Bays (Belly Bays)

General:

Shall be integrated into the skirting around the perimeter of the vehicle, beneath the chassis frame, such that the body is streamlined

Quantity three (3) Storage bays shall be provided per side

- Ground Clearance shall be 12" between rub rail and ground



4.1 Special Design Features

- **Bay floors** shall be of "sweep-out" construction, with no raised edges to pool water or obstruct loading.
- **To include 3/8" x 4" "Rub Rail" guards that protrudes 1/2" laterally beyond the bay doors for protection in cornering situations.**
- **To include 3/8" x 3" x 4" Skid Rail for thorough protection in bottom-out situations.**

4.2 Material

- 10-gauge T-6061 Aluminum
- 2" x 4" aluminum c-channel construction

4.3 Weatherproofing/Security

- **FurgoCar integral locking handles** operating by a locking cam-style lever mechanism
- **Perimeter of each bay door shall seat on 90 degree exterior surface and trimmed in crushable gasket, rendering the bay waterproof.**
- Doors shall be held in the open position by means of **gas charged struts**; the geometrical positioning of which shall aid in both opening and closing.
- Hinges to be stainless steel, continuous piano hinges isolated with Mylar tape to prevent electrolysis between aluminum and stainless steel.

4.4 **Equipment to be permanently stored** in Storage Bays shall include:

Gerling Custom Designed Aluminum Power Frame, which shall contain all power entry panels, analog meters and all other elements of Main Power Control

Panel

Rear of frame shall be protected by means of an expanded metal screen painted safety yellow.

Optional Generator

Batteries for DC power system and charger

Water tanks



5.0 Exterior Doors

5.1 Personnel Doors, Entrance Stairs Construction shall incorporate:

- Provide and install one (1) 36" x 78" entry door on curbside near front of vehicle
- Provide and install one (1) 36" x 78" door on rear of vehicle
- Provide and install two (2) sets Solid-Step manual fold down steps- 24" wide- 4 step system to store in each doorway
- 2" x 2" x .125" T-6061 Aluminum Alloy square tubing
- .125 T-6061 Aluminum Alloy skin
- Reinforcement to prevent bowing shall be gained through use of 5" aluminum hat channel
- Shall be supplied with Yale panic-bar exit devices and LCN single-action track door closers (with no protruding "elbow" extending into operations interior).
- Stainless steel plates shall be mounted beneath (hand wear) exit device and at bottom of door (kick wear) to guard against wear upon repeated exits.
- Doors shall be provided with a separate "travel" latch that keeps the door closed by means of wedges that are driven into receiver holes at top and bottom of door frame; putting latch in travel position crushes gasket around door perimeter, rendering it waterproof for travel.



6.0 Exterior Functional

6.1 Exterior Lighting

6.1.1 Clearance Lighting shall be provided and installed

- All clearance lights as required by DOT Regulation shall be supplied and installed
- Any required reflective strips shall be supplied
- Grote LED Brake Lights, Taillights, shall be provided and installed
- All taillights, reverse lights, brake lights shall be recessed.

6.3 Scene Lights

- Provide and install five (5) Whelen 900 series scene lights. Two (2) per side and one (1) in rear

7.0 Interior Construction: Methods and Materials

General:

Layouts included in this proposal are representative of the scope of work for the Medical Unit interior that is to be included in this package

Final layout and determination of interior to be designed by Client and Gerling & Associates upon engineering meetings to ensure that Client specifications and particular needs are met

7.1 Interior Frame Construction

- Floor to be constructed of ¾" feather-ply
- Ceiling to be constructed of 3/8" feather-ply
- Interior Sidewalls and Bulkheads to be constructed of 3/8" feather-ply. Front bulkhead to be closed off from cab area

7.2 Intake area

- Provide and install approximately 36" of laminated overhead cabinets
- Provide and install approximately 36" of laminated countertop for intake workstation
- Provide and install approximately 12" W with 3-drawer of laminated base cabinet
- Provide and install one (1) Single Handi-Flip Passenger seat- EA 71-691 with safety belts
- Provide and install up to four (4) 120vAC duplex outlets (location TBD in post award engineering meeting)
- Provide and install one (1) partition wall to include a 36" pocket door to separate the intake area from the exam room
- Provide and install one (1) Kidde KN-COSM-BA combination smoke/carbon monoxide detector
- Provide and install one (1) 5lb ABC fire extinguisher



7.3 Exam Room

- Provide and install one (1) Hausmann 4412+99L Gas Spring Back Exam Table
 - Drawers on Left
- Provide and install one (1) Choice Line air lift Tech Stool
- Provide and install two (2) approximately 40" of laminated overhead cabinets (exact location and color TBD in post award engineering meeting with client)



- Provide and install two (2) approximately 40" of laminated base cabinets (exact location and color TBD in post award engineering meeting with client)
- Provide and install approximately two (2) 40" of laminated countertop (exact location and color TBD in post award engineering meeting with client)
- Provide and install one (1) 20" laminated overhead cabinet over handwashing sink
- Provide and install one (1) Sharp's container
- Provide and install one (1) handwashing sink to include the following:
 - Sink
 - Corner cabinet
 - On-demand hot water tank
 - Water pump
 - Soap dispenser
 - Paper towel holder
- Provide and install one (1) Kidde KN-COSM-BA combination smoke/carbon monoxide detector
- Provide and install one (1) 5lb ABC fire extinguisher
- Provide and install one (1) PHCbi MPR Series 12.2 Cu. Ft. Medical-Grade Refrigerator | Sliding Glass Door- Item#: MPR-S300H-PA



7.4 Complete restroom

- Provide and install one (1) complete restroom package to include:
 - Sink
 - RV style toilet
 - On demand hot water tank
 - Water pump
 - RV type waste tank drain
 - Soap dispenser
 - Toilet paper holder
 - Paper towel holder
 - Waste basket
 - 20-gal freshwater tank with filler neck
 - 25-gal black water tank
 - Fantastic R4000 vent fan
 - Freeze protection on all plumbing
 - Water tank level monitoring system



7.5 Fit and Finish

- Floor covering shall be Loncoin Lonseal raised dot flooring (color TBD in post award engineering meeting)
- Walls to be covered with white medical vinyl
- Ceiling to be covered with white medical vinyl

7.6 Interior Lighting

- Provide and install six (6) LumeGen 2'X2' Flat panel LED- 45 watt-dimmable- 6250 lumens- 100-277vAC- LEDLFPN1000037550
- Provide and install two (2) Slick Lites LED 12" light fixture

8.0 Environmental Control

8.1 Insulation

- Insulation factor on walls of R14 in concert with forced-air roof top Air-Conditioning system shall provide environmentally secure environment
- Provide and install full thermal insulation on outer walls, floor, doors and ceiling
 - Insulation to be Blue Dow 2" Owen Corning Polystyrene
 - Includes continuous vapor seal
 - PolySeal foam to ensure vapor-tight insular seal
- Insulation factors as follows: **R14 walls, R14 ceiling, R14 floors, R9 doors, and R2 door seals**

8.2 HVAC System

- Provide and install two (2) Coleman 13,500BTU rooftop AC units

8.3 Heat

- Each unit shall include integral heat strips



9.0 Electrical System

9.1 Gerling Power System capacity shall accommodate demands of the mobile medical unit (i.e. equipment, HVAC and all other power related functions). All electric wiring shall be ran internally within the ceiling and walls. Adequate electrical outlets in all areas to support all equipment shall be provided. Locations to be determined post-award during engineering meetings



9.1.1 Power Source

- The Vehicle shall be powered by means of a **50 amp power source** single phase economy power system and shall be capable of being powered by means of:
 - Shore power source (shall accommodate vehicle freeze protection)OR
 - 7kW Onan gasoline generator to include the following:
 - ❖ Gerling Quiet Pack Integration
 - ❖ Remote generator start at load center
 - ❖ Bay integration
 - ❖ Manual transfer switch

9.1.2 Power Entrance and Monitoring

- **Analog meters by Hoyt shall be provided and installed adjacent to the input connectors, monitoring:**
 - **Amperage**
 - **Voltage**
- **Analog meters by Hoyt shall be provided and installed on panel in vehicle interior, allowing monitoring during operations of:**
 - **Amperage**
 - **Voltage**

NOTE: Gerling provides and recommends analog meters, as digital meters may not function at extreme temperatures

- Supply and install one (1) 25' 50 amp shore power cable
- Supply and install one (1) Hubbell HBL504NM 125/250V shore power inlet

9.1.3 Transmission and Termination

- **All Electrical wiring to utilize THHN insulated stranded copper wire**
 - **All Electrical wiring to be in strict accordance to “as-built” drawings which shall be provided to the Client**
 - **All Electrical wiring shall be dressed in accordance with highest industry standards**
 - **All wire runs shall be routed through EMT and flexible conduit with proper isolation between signal and power cables.**
- **Provide and install wall receptacles:**
 - These outlets shall be located in areas specified by the Client in Engineering meetings with Gerling and Associates such that specific Client needs are met
 - Provide and install approximately fourteen (14) duplex interior 120VAC 15 amp power outlets
 - Provide and install two (2) Hubbell GFCI protected weatherproof exterior duplex outlets, location to be determined by the Client
- Provide and install one (1) Renogy 1000W 12V Pure Sine Wave Inverter to operate the medical fridge during transport.

10.0 Low Voltage System

12 volt power system

- A **12V DC system** shall be provided and integrated
 - Power Source for 12v DC shall be two (2) deep cycle batteries to be housed in a vented, anti-corrosive enclosure.
 - Provide and integrate IntelliPower 9200 shall be provided and integrated
 - Shall charge the batteries
 - Shall supply the DC loads while power is applied to the vehicle.
 - The DC distribution system will be fully fused and will power:
 - Interior lighting, activated by a mechanical timer located at personnel door such that interior DC powered devices will not be unintentionally left running
 - The strike or set-up lighting system



11.0 Generator- **OPTIONAL**

- Provide and install one (1) 7kW Onan gasoline generator to include the following:
 - Bay mounted generator enclosure
 - Fuel source to be from the trucks onboard fuel cell. Fuel line to be tapped into fuel cell and will allow the generator to run until there is approximately $\frac{1}{4}$ tank of fuel remains for drive off fuel
 - Manual transfer switch
 - Remote start/stop panel inside trailer
 - Slide-out rails for easy maintenance
 - Fuel sending unit
 - Fuel gauge



Gerling Fast Vac
Mobile Vaccine Facility Totals

Total Base Vehicle **\$246,591.00**

**Terms: 30% DOWN PAYMENT WITH ORDER; 30% DUE
UPON RECEIPT OF CHASSIS; BALANCE ACCEPTANCE
EX-WORKS G&A**

OPTIONAL:

1. Onan Marquis Generator:
 - 7.0kVA Generator
 - Critical muffler system
 - Full G&A quiet pack installation
 - G&A switch over system **Add \$12,071.34**

2. Provide and install one (1) 14' Girard power retractable awning with auto retracting motion sensor **Add \$9,511.98**

3. Provide and install one lot exterior full body wrap **Add \$12,651.69**

DELIVERY:

150 Days ARO

Proposed by: _____ / /22
Fred Gerling
Gerling & Associates, Inc.

Accepted by: _____ / /22

This Confidential Quotation is Effective for 60 days.

GERLING & ASSOCIATES, INC. ADDITIONAL TERMS/CONDITIONS

Deposit/Down Payment:

The 40% deposit required to initiate your order is a payment made in good faith to commission the work. This deposit is required due to the highly customized nature of all projects manufactured by Gerling and Associates.

Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
 - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
 - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
 - Funds required to market the project to be paid once the new owner is under contract.

Deposit/Down Payment:

The 40% deposit required to initiate your order is a payment made in good faith to commission the work. This deposit is required due to the highly customized nature of all projects manufactured by Gerling and Associates.

Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
 - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
 - If Construction is under way, the funds to be returned will be less the costs incurred to date of cancellation.
 - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
 - Funds required to market the project to be paid once the new owner is under contract.

Delivery:

If your purchase agreement with Gerling and Associates includes a delivery penalty; specifically, a credit to be issued against the final acceptance total, the following terms and conditions will apply:

- The day count is business days (6/week) and will begin on the day the full security deposit (40% of total transaction) arrives at Gerling and Associates. *NO penalty fee will be charge for Sundays.*
- A schedule of dates, delineating when milestone decisions by the client will be required, shall be forwarded to the client within 10 days of the security deposit being received by Gerling & Associates. This schedule will include milestone dates upon which the delivery schedule has been based, and will include dates where Gerling Engineering will require information from the client. The penalty date will be postponed one day for every day that any of these client milestone dates are delayed. All such postponements are cumulative.

In the extremely unlikely event that an "act of God" (natural disaster, etc.) requires the construction facilities of Gerling and Associates to be closed will postpone the penalty date for every day the manufacturing facility is closed.

Completion Date:

The completion date quoted is the promised date upon which the unit will be completed to the specifications set forth per and described in the contract. This completion date represents the time at which the unit shall be ready for inspection and final payment by the client. This date is carefully formulated by the Gerling & Associates Production Department. It is based upon a milestone schedule composed of dates upon which a timetable of design and engineering decisions must be made in order meet the promised completion date. The completion date may be extended due to delays in engineering decisions.

This policy is in effect in order to ensure that Gerling & Associates can offer our clients the best possible pricing at the outset of each project.

Weight Commitments:

In regard to quoted weights, weight projections are a weight estimate based upon G&A's experience and history of like product. All weights at project acceptance are to be weighed as built less all loose items. Should the contract stipulate weight guarantees, the guaranteed weight and any penalty attached will be clearly detailed in the body of the agreement.

Acceptance Location:

Unless otherwise specifically stated, the final acceptance shall take place at Gerling & Associates, Inc. Sunbury, Ohio Facility. The authorized representative's signature at the final acceptance constitutes acknowledgment that items delivered comply with specification. Latent or hidden defects are covered under Gerling & Associates, Inc. warranty statement.

Units not accepted within seven (7) business days of established completion date subject to carrying fee of .125% per day, for each day, until date of final unit acceptance and payment, inclusive.

Acceptance is finalized by either the customer's signature of acceptance or the receipt of payment in full or both.

Taxes:

Prices quoted are exclusive of all applicable taxes, duties and insurance, titles and registration fees.

The above proposal and accompanying information is considered proprietary and may not be reproduced, redistributed, or otherwise disseminated, in part or unabridged, without the expressed written consent of Gerling and Associates, Inc.



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jennifer Doinoff & Jeff McGill

Sponsor:

Commissioner Shell

Agenda Item:

Approve the Elections and IT Departments to purchase and install the required items from CT Electric (\$600,200), JM Engineering, LLC.(\$190,804.46), SI Mechanical, LLC.(\$44,125), Firetrol Protection Systems (\$86,650), Amazon (\$15,015.64) and Workplace Resource, LLC. (\$371,725.44) pursuant to IT-Elections Building Renovation Project. **SHELL/DOINOFF/MCGILL**

Summary:

On March 14, 2023, the Commissioners Court approved the contract for IFB 2023-B13 Contractor for IT-Elections Building Renovation. It was noted at that time that Hays County would be utilizing our contracted vendors to provide certain services that are required for the renovation. The following Hays County contracted vendors have submitted their proposals per the work laid out in the construction plans.

Electrical: CT Electric, providing DEMO and installation of all electrical items (\$361,550). Also, providing the purchase and install of a generator for the building (\$238,650) pursuant to Hays County Contract RFP 2023-P04

HVAC: JM Engineering LLC., providing DEMO and installation of two new AC units, ductwork and cleaning all supply & return grills (\$190,804.46) pursuant to Hays County Contract RFP 2020-P01

Plumbing: SI Mechanical, LLC., providing DEMO and installation of all plumbing items (\$44,125) pursuant to Hays County Contract RFP 2023-P03

Fire System: Firetrol Protection Systems, providing DEMO and installations of all fire sprinkler system items (\$86,650) pursuant to Buyboard Contract #654-21

Furniture: Workplace Resource, LLC, providing all desks, break room tables, huddle room tables, and conference room tables (\$371,725.44) pursuant to Omnia Partners Contract R191819, HMI Contract 2020000622, and Kimball Contract R191811

Chairs: Amazon, providing all chairs (\$15,015.64), pursuant to Omnia Partners Contract R-TC-17006

The Elections and IT Departments are in the process of finalizing quotes for the Security & Camera System, lock/lever system (w/core re-key), and appliances which will be brought back to court for approval.

Fiscal Impact:

Amount Requested: \$1,308,520.54

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Building improvements were budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2023-P04 Countywide Electrical; Request For Proposal 2020-P01 HVAC; Request For Proposal 2023-P03 Countrywide Plumbing; Buyboard Contract #654-21; Omnia Partners Contract R191819, HMI Contract 2020000622, and Kimball Contract R191811; Omnia Partners Contract R-TC-17006

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

New Revenue Y/N?: N/A

Comments:

Attachments

CT Electric - Electrical Quote

CT Electric - Generator Quote

JM Engineering - HVAC Quote

SI Mechanical - Plumbing Quote
Firetrol Protection Systems - Fire System Quote
Workplace Resource-Furniture Quote

Johnny Homann
DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Estimate

Date	Estimate #
3/27/2023	504

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

				Project
				Elections Building
Item	Description	Qty	Rate	Total
Journeyman	SOW for Hays County Elections Office: - all demo per plans set provided 11-22-2022 - all electrical per plans set 11-22-2022 - all data per plans set 11-22-2022 to include rack and punch down in the office, server and punch in at the server by other - all HVAC electrical connections - includes saw cutting and concrete put back	1,280	55.00	70,400.00
Apprentice	Same as Above	1,280	35.00	44,800.00
Master	Same as Above	780	70.00	54,600.00
Materials	- lighting package - wire - boxes - data wire - switches - disconnects - breakers - receptacles	1	191,750.00	191,750.00
Total			\$361,550.00	

Johnny Homann
DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Invoice

Date	Invoice #
3/21/2023	1946

Bill To
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

P.O. No.	Terms	Project
		Elections Building Generator

Quantity	Description	Rate	Amount
1	SOW for Elections Building New Generator: - purchase and install new 500KW 480V 3 Phase diesel driven generator - purchase and install 800 AMP Outdoor Automatic Transfer Switch - purchase and install 24 hour day tank for generator - purchase and install 480v Disconnect and outdoor rated gutter - excavate, form and pour new concrete slab with spill containment for new generator - provide new fence and gate for generator enclosure - includes all wiring and ground to hook up genset	238,650.00	238,650.00
		Total	\$238,650.00



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

Date: March 23, 2023
Quote No: 018321
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 Elections Building
712 S Stagecoach Trail
San Marcos, TX 78666

Scope of Services:

JM Engineering will install two 1.5 ton Mitsubishi mini-split AC units for Server Room, demo and replace existing ductwork and clean all supply and return grills at the Hays County Elections Building. Mini-split unit submittals are attached to this quote. Work will include the following:

1. Schedule and manage resources;
2. Install Two 1.5 Ton Mitsubishi Mini-Split AC Systems for Server Rooms;
3. Install condenser units, 50' line set with control wiring, wall-mount head evap units, condensate pumps and condensate lines;
4. Startup, test and commission each of two mini-split units;
5. Demolish and properly dispose of existing duct as shown on plans;
6. Provide and install new internally lined galvanized spiral duct in exposed areas;
7. Provide and install new single wall duct with external wrap above ceilings;
8. Provide and install new grilles for supply and return (all grilles shown with flex duct). Exposed areas will be duct mounted;
9. Provide 2" FSK Duct wrap above lay in ceilings;
10. Provide and install 2 new life safety dampers per plans;
11. Provide Test and Balance per plans;
12. Clean all existing supply and return grills;
13. Perform final jobsite cleanup; and,
14. Complete service ticket on job site.

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

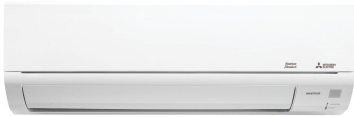


Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	149.0		\$	13,523.24
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)	77.0		\$	5,456.22
Subtotal	226.0	0	\$	18,979.46
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
Two 1.5 Ton Mitsubishi Mini-Split Systems, HVAC Parts and Misc Supplies	1.20	EA	\$ 7,680.00	\$ 9,216.00
Ductwork, Grills, FSK Duct Wrap, Test and Balance and Misc Supplies	1.20	EA	\$ 132,025.00	\$ 158,430.00
Scissor Lift Rental and Cleaning Supplies for Grill Cleaning	1.20	EA	\$ 3,420.00	\$ 4,104.00
Subtotal			\$	171,825.00
GRAND TOTAL			\$	190,804.46

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

Nv-SERIES

SUBMITTAL DATA: NAXWST18A112A* & NAXSST18A112A* 18,000 BTU/H WALL-MOUNTED HEAT PUMP SYSTEM

Job Name:		
System Reference:		Date:
Indoor Unit: NAXWST18A112A*	Outdoor Unit: NAXSST18A112A*	Wireless Remote Controller
		

GENERAL FEATURES

- Slim wall-mounted indoor units provide zone comfort control
- The outdoor unit powers the indoor unit, and should a power outage occur, the system is automatically restarted when power returns
- INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- Multiple control options available:
 - Hand-held Remote Controller (provided with unit)
 - kumo cloud® smart device app for remote access
 - Third-party interface options
 - Wired or wireless controllers
- Quiet operation
- Smart Set: recalls a preferred preset temperature setting at the touch of a button
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life

SPECIFICATIONS: NAXWST18A112A* & NAXSST18A112A*

Cooling ¹	Maximum Capacity	BTU/H	22,000
	Rated Capacity	BTU/H	18,000
	Minimum Capacity	BTU/H	5,800
	Maximum Power Input	W	2,105
	Rated Power Input	W	1,340
	Moisture Removal	Pints/h	2.1
	Sensible Heat Factor		0.87
	Power Factor	%	99 / 99
Heating at 47°F ²	Maximum Capacity	BTU/H	25,000
	Rated Capacity	BTU/H	21,600
	Minimum Capacity	BTU/H	5,400
	Maximum Power Input	W	2,455
	Rated Power Input	W	1,680
	Power Factor	%	99 / 99
Heating at 17°F ³	Maximum Capacity	BTU/H	18,200
	Rated Capacity	BTU/H	13,800
	Maximum Power Input	W	2,105
	Rated Power Input	W	1,435
Heating at 5°F ⁴	Maximum Capacity	BTU/H	14,900
	Maximum Power Input	W	1,880
Heating at -4°F ⁵	Maximum Capacity	BTU/H	15,520
Efficiency	SEER		20.5
	EER ¹		13.4
	HSPF (IV)		11.2
	COP at 47°F ²		3.77
	COP at 17°F in Maximum Capacity ³		2.53
	COP at 5°F in Maximum Capacity ⁴		2.32
	ENERGY STAR® certified units (ENERGY STAR products are third-party certified by an EPA-recognized Certification Body.)		YES
Electrical	Voltage, Phase, Frequency		208/230V, 1 phase, 60Hz
	Guaranteed Voltage Range	V AC	187 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208 / 230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	15
	Recommended Wire Size (Indoor - Outdoor)	AWG	14
Indoor Unit	MCA	A	1
	MOCP	A	15
	Blower Motor Full Load Amperage	A	0.67
	Blower Motor Output	W	30
	Airflow Rate at Cooling, Dry	CFM	646-522-417-332-258
	Airflow Rate at Cooling, Wet	CFM	581-470-375-299-232
	Airflow Rate at Heating, Dry	CFM	646-565-469-385-297
	Sound Pressure Level (Cooling)	dB(A)	49-44-38-33-28
	Sound Pressure Level (Heating)	dB(A)	48-43-38-33-28
	Drain Pipe Size	In. (mm)	5/8 (15.88)
	Heat Exchanger Type		Plate fin coil
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W: In. (mm)	36-5/16 (923)
		D: In. (mm)	9-13/16 (250)
		H: In. (mm)	12 (305)
	Package Dimensions	W: In. (mm)	39 (990)
		D: In. (mm)	13 (330)
		H: In. (mm)	15 (380)
	Unit Weight	Lbs. (kg)	28 (13)
	Package Weight	Lbs. (kg)	33 (15)
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp (Maximum / Minimum)*	°F	90 DB, 73 WB / 67 DB, 57 WB
	Heating Intake Air Temp (Maximum / Minimum)	°F	80 DB / 70 DB
Outdoor Unit	MCA	A	14

SPECIFICATIONS: NAXWST18A112A* & NAXSST18A112A*

	MOCP	A	15
	Fan Motor Full Load Amperage	A	0.93
	Fan Motor Output	W	77
	Airflow Rate	CFM	1,691 / 1,691
	Refrigerant Control		LEV
	Defrost Method		Reverse cycle
	Heat Exchanger Type		Plate fin coil
	Sound Pressure Level, Cooling ¹	dB(A)	54
	Sound Pressure Level, Heating ²	dB(A)	55
	Compressor Type		DC INVERTER-driven
	Compressor Model		SNB130FQBMT
	Compressor Rated Load Amps	A	10.0
	Compressor Locked Rotor Amps	A	12.5
	Compressor Oil Type // Charge	oz.	FV50S // 11.8
	External Finish Color		Munsell 3Y 7.8/1/1
	Base Pan Heater		Optional
	Unit Dimensions	W: In. (mm)	33-1/16 (840)
		D: In. (mm)	13 (330)
		H: In. (mm)	34-5/8 [880]
	Package Dimensions	W: In. (mm)	38-9/16 (980)
		D: In. (mm)	16-9/16 (420)
		H: In. (mm)	39 (990)
	Unit Weight	Lbs. (kg)	121 (55)
	Package Weight	Lbs. (kg)	141 (64)
Outdoor Unit Operating Temperature Range	Cooling Air Temp (Maximum / Minimum)*	°F	115 / 14
	Cooling Thermal Lock-out / Re-start Temperatures**	°F	-1 / 3
	Heating Air Temp (Maximum / Minimum)	°F	75 / -4
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-9 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	3, 9
Piping	Gas Pipe Size O.D. (Flared)	In. (mm)	1/2 (12.7)
	Liquid Pipe Size O.D. (Flared)	In. (mm)	1/4 (6.35)
	Maximum Piping Length	Ft. (m)	100 (30)
	Maximum Height Difference	Ft. (m)	50 (15)
	Maximum Number of Bends		10

Notes

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	¹ Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	² Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	³ Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	⁴ Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
	⁵ Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB

*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

**System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

ACCESSORIES: NAXWST18A112A*

Anti-allergy Enzyme Filter	□ MAC-408FT-E
kumo touch™ RedLINK™ Wireless Controller	□ MHK2
Deluxe MA Remote Controller ¹	□ AAR-40MAAU
Simple MA Controller ¹	□ PAC-YT53CRAU-J
Touch MA Controller ¹	□ PAR-CT01MAU-SB
Wireless Temperature and Humidity Sensor	□ PAC-USWHS003-TH-1
System Control Interface ²	□ MAC-334IF-E
Wireless Interface 2	□ PAC-USWHS002-WF-2
Thermostat Interface	□ PAC-US444CN-1
kumo station® for kumo cloud®	□ TAC-WHS01HC-E
USNAP Interface	□ PAC-WHS01UP-E
IT Extender	□ PAC-WHS01IE-E
BACnet® and MODBUS® Interface	□ PAC-UKPRC001-CN-1
Lockdown Bracket for Hand-held Remote Controllers	□ RCMKP1CB
Blue Diamond Sensor Extension Cable — 15 Ft.	□ C13-103
Blue Diamond Alarm Extension Cable — 6.5 Ft.	□ C13-192
Blue Diamond MultiTank — collection tank for use with multiple pumps	□ C21-014
Blue Diamond Rubber Foot Pads	□ F10-010
Mini Condensate Pump — 230 volt application	□ SI30-230
MegaBlue Advanced Blue Diamond Condensate Pump w/ Reservoir & Sensor	□ X87-835 - 110 to 250V
MaxiBlue Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (110V) up to 48,000 BTU/H[recommended]	□ X87-711 - 110V
Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	□ X87-721 - 208/230V
MicroBlue Blue Diamond Mini Condensate Pump (110/208/230V) up to 18,000 BTU/H	□ X85-003
Fascia Kit for MicroBlue Pump – mounts the MicroBlue and sensor directly beneath the indoor unit	□ T18-016
Drain Pan Level Sensor	□ SS610E
(30A/600V/UL) [fits 2" X 4" utility box] - Black	□ TAZ-MS303
(30A/600V/UL) [fits 2" X 4" utility box] - White	□ TAZ-MS303W

¹ Requires MAC-334IF-E

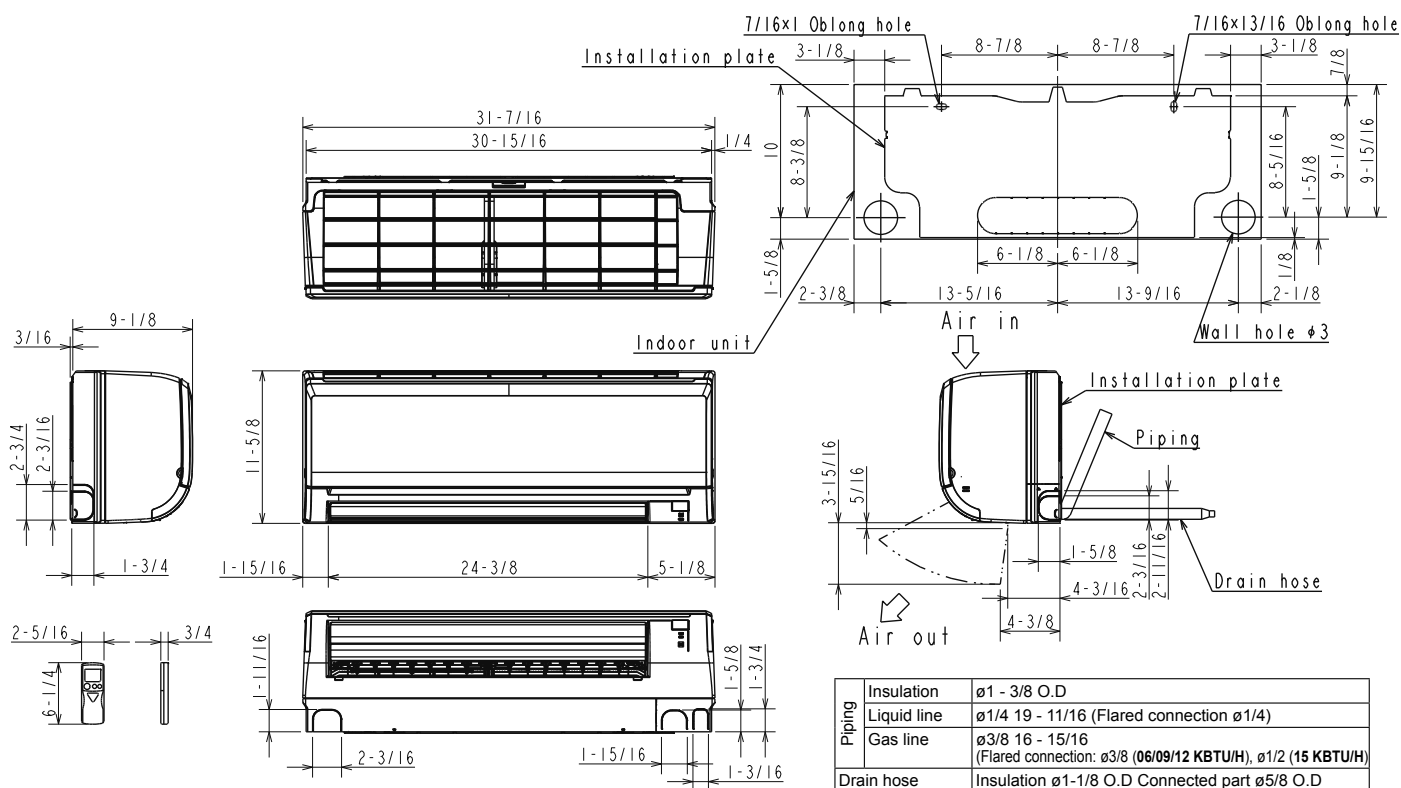
² Allows indoor units to connect to an MA Controller

ACCESSORIES: NAXSST18A112A*

Air Outlet Guide	□ PAC-ADG886AA-E
Drain Socket	□ MAC-860DS
Optional Defrost Heater	□ MAC-642BH-U1
Hail Guard	□ HG-A7
Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	□ DSD-400P
Condensing Unit Mounting Pad 16" x 36" x 3"	□ ULTRILITE1
Outdoor Unit Stand — 12" High	□ QSMS1201M
Outdoor Unit Stand — 18" High	□ QSMS1801M
Outdoor Unit Stand — 24" High	□ QSMS2401M
Heavy Duty Wall Mounting Bracket— Coated Steel	□ QSWB2000M-1
Heavy Duty Wall Mounting Bracket — 316 Series Stainless Steel	□ QSWBSS
15' x 1/4" x 15' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-15
30' x 1/4" x 30' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-30
50' x 1/4" x 50' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-50
65' x 1/4" x 65' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-65
100' x 1/4" x 100' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-100

DIMENSIONS: NAYWST15A112A*

Unit: inch

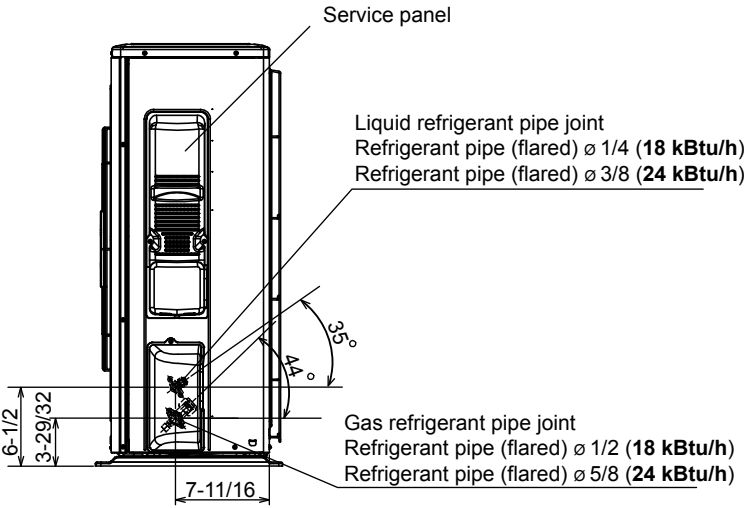
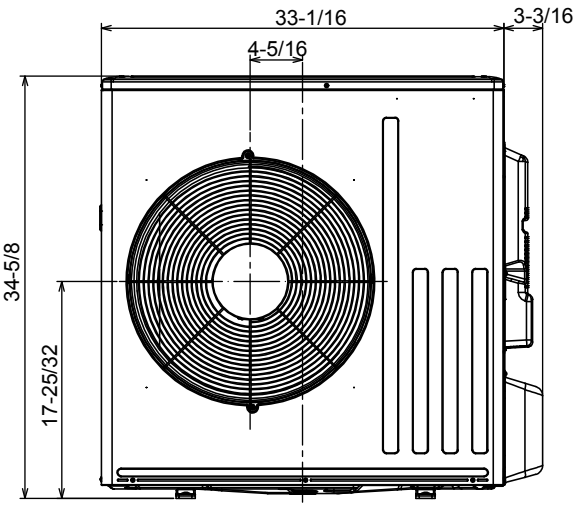
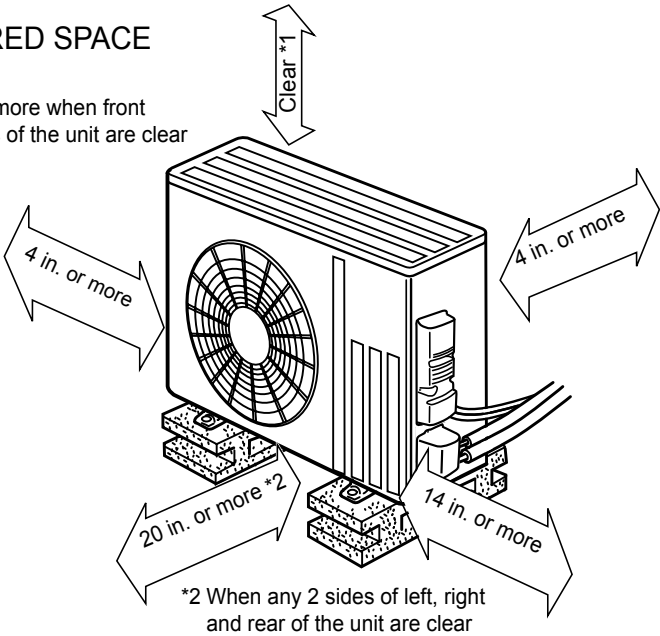
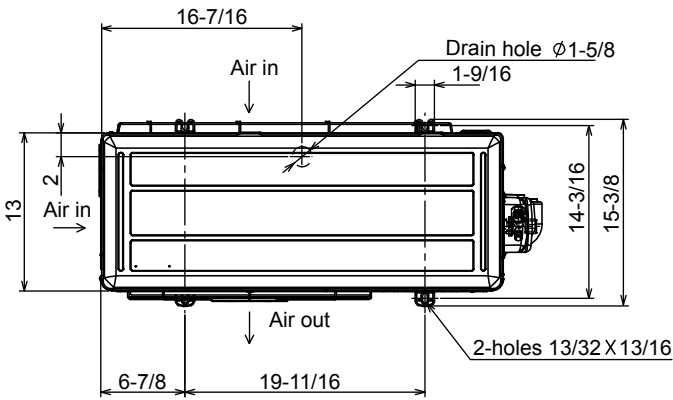


DIMENSIONS: NAXSST18A112A*

Unit: inch

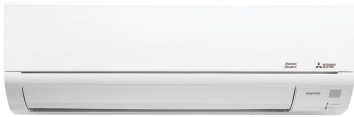


REQUIRED SPACE

*1 20 in. or more when front and sides of the unit are clear



Nv-SERIES

SUBMITTAL DATA: NAXWST18A112A* & NAXSST18A112A* 18,000 BTU/H WALL-MOUNTED HEAT PUMP SYSTEM

Job Name:		
System Reference:		Date:
Indoor Unit: NAXWST18A112A*	Outdoor Unit: NAXSST18A112A*	Wireless Remote Controller
		

GENERAL FEATURES

- Slim wall-mounted indoor units provide zone comfort control
- The outdoor unit powers the indoor unit, and should a power outage occur, the system is automatically restarted when power returns
- INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- Multiple control options available:
 - Hand-held Remote Controller (provided with unit)
 - kumo cloud® smart device app for remote access
 - Third-party interface options
 - Wired or wireless controllers
- Quiet operation
- Smart Set: recalls a preferred preset temperature setting at the touch of a button
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life

SPECIFICATIONS: NAXWST18A112A* & NAXSST18A112A*

Cooling ¹	Maximum Capacity	BTU/H	22,000
	Rated Capacity	BTU/H	18,000
	Minimum Capacity	BTU/H	5,800
	Maximum Power Input	W	2,105
	Rated Power Input	W	1,340
	Moisture Removal	Pints/h	2.1
	Sensible Heat Factor		0.87
	Power Factor	%	99 / 99
Heating at 47°F ²	Maximum Capacity	BTU/H	25,000
	Rated Capacity	BTU/H	21,600
	Minimum Capacity	BTU/H	5,400
	Maximum Power Input	W	2,455
	Rated Power Input	W	1,680
	Power Factor	%	99 / 99
Heating at 17°F ³	Maximum Capacity	BTU/H	18,200
	Rated Capacity	BTU/H	13,800
	Maximum Power Input	W	2,105
	Rated Power Input	W	1,435
Heating at 5°F ⁴	Maximum Capacity	BTU/H	14,900
	Maximum Power Input	W	1,880
Heating at -4°F ⁵	Maximum Capacity	BTU/H	15,520
Efficiency	SEER		20.5
	EER ¹		13.4
	HSPF (IV)		11.2
	COP at 47°F ²		3.77
	COP at 17°F in Maximum Capacity ³		2.53
	COP at 5°F in Maximum Capacity ⁴		2.32
	ENERGY STAR® certified units (ENERGY STAR products are third-party certified by an EPA-recognized Certification Body.)		YES
Electrical	Voltage, Phase, Frequency		208/230V, 1 phase, 60Hz
	Guaranteed Voltage Range	V AC	187 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208 / 230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	15
	Recommended Wire Size (Indoor - Outdoor)	AWG	14
Indoor Unit	MCA	A	1
	MOCP	A	15
	Blower Motor Full Load Amperage	A	0.67
	Blower Motor Output	W	30
	Airflow Rate at Cooling, Dry	CFM	646-522-417-332-258
	Airflow Rate at Cooling, Wet	CFM	581-470-375-299-232
	Airflow Rate at Heating, Dry	CFM	646-565-469-385-297
	Sound Pressure Level (Cooling)	dB(A)	49-44-38-33-28
	Sound Pressure Level (Heating)	dB(A)	48-43-38-33-28
	Drain Pipe Size	In. (mm)	5/8 (15.88)
	Heat Exchanger Type		Plate fin coil
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W: In. (mm)	36-5/16 (923)
		D: In. (mm)	9-13/16 (250)
		H: In. (mm)	12 (305)
	Package Dimensions	W: In. (mm)	39 (990)
		D: In. (mm)	13 (330)
		H: In. (mm)	15 (380)
	Unit Weight	Lbs. (kg)	28 (13)
	Package Weight	Lbs. (kg)	33 (15)
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp (Maximum / Minimum)*	°F	90 DB, 73 WB / 67 DB, 57 WB
	Heating Intake Air Temp (Maximum / Minimum)	°F	80 DB / 70 DB
Outdoor Unit	MCA	A	14

SPECIFICATIONS: NAXWST18A112A* & NAXSST18A112A*

	MOCP	A	15
	Fan Motor Full Load Amperage	A	0.93
	Fan Motor Output	W	77
	Airflow Rate	CFM	1,691 / 1,691
	Refrigerant Control		LEV
	Defrost Method		Reverse cycle
	Heat Exchanger Type		Plate fin coil
	Sound Pressure Level, Cooling ¹	dB(A)	54
	Sound Pressure Level, Heating ²	dB(A)	55
	Compressor Type		DC INVERTER-driven
	Compressor Model		SNB130FQBMT
	Compressor Rated Load Amps	A	10.0
	Compressor Locked Rotor Amps	A	12.5
	Compressor Oil Type // Charge	oz.	FV50S // 11.8
	External Finish Color		Munsell 3Y 7.8/1/1
	Base Pan Heater		Optional
	Unit Dimensions	W: In. (mm)	33-1/16 (840)
		D: In. (mm)	13 (330)
		H: In. (mm)	34-5/8 [880]
	Package Dimensions	W: In. (mm)	38-9/16 (980)
		D: In. (mm)	16-9/16 (420)
		H: In. (mm)	39 (990)
	Unit Weight	Lbs. (kg)	121 (55)
	Package Weight	Lbs. (kg)	141 (64)
Outdoor Unit Operating Temperature Range	Cooling Air Temp (Maximum / Minimum)*	°F	115 / 14
	Cooling Thermal Lock-out / Re-start Temperatures**	°F	-1 / 3
	Heating Air Temp (Maximum / Minimum)	°F	75 / -4
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-9 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	3, 9
Piping	Gas Pipe Size O.D. (Flared)	In. (mm)	1/2 (12.7)
	Liquid Pipe Size O.D. (Flared)	In. (mm)	1/4 (6.35)
	Maximum Piping Length	Ft. (m)	100 (30)
	Maximum Height Difference	Ft. (m)	50 (15)
	Maximum Number of Bends		10

Notes

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	¹ Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	² Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	³ Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	⁴ Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
	⁵ Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB

*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

**System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

ACCESSORIES: NAXWST18A112A*

Anti-allergy Enzyme Filter	□ MAC-408FT-E
kumo touch™ RedLINK™ Wireless Controller	□ MHK2
Deluxe MA Remote Controller ¹	□ AAR-40MAAU
Simple MA Controller ¹	□ PAC-YT53CRAU-J
Touch MA Controller ¹	□ PAR-CT01MAU-SB
Wireless Temperature and Humidity Sensor	□ PAC-USWHS003-TH-1
System Control Interface ²	□ MAC-334IF-E
Wireless Interface 2	□ PAC-USWHS002-WF-2
Thermostat Interface	□ PAC-US444CN-1
kumo station® for kumo cloud®	□ TAC-WHS01HC-E
USNAP Interface	□ PAC-WHS01UP-E
IT Extender	□ PAC-WHS01IE-E
BACnet® and MODBUS® Interface	□ PAC-UKPRC001-CN-1
Lockdown Bracket for Hand-held Remote Controllers	□ RCMKP1CB
Blue Diamond Sensor Extension Cable — 15 Ft.	□ C13-103
Blue Diamond Alarm Extension Cable — 6.5 Ft.	□ C13-192
Blue Diamond MultiTank — collection tank for use with multiple pumps	□ C21-014
Blue Diamond Rubber Foot Pads	□ F10-010
Mini Condensate Pump — 230 volt application	□ SI30-230
MegaBlue Advanced Blue Diamond Condensate Pump w/ Reservoir & Sensor	□ X87-835 - 110 to 250V
MaxiBlue Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (110V) up to 48,000 BTU/H[recommended]	□ X87-711 - 110V
Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	□ X87-721 - 208/230V
MicroBlue Blue Diamond Mini Condensate Pump (110/208/230V) up to 18,000 BTU/H	□ X85-003
Fascia Kit for MicroBlue Pump – mounts the MicroBlue and sensor directly beneath the indoor unit	□ T18-016
Drain Pan Level Sensor	□ SS610E
(30A/600V/UL) [fits 2" X 4" utility box] - Black	□ TAZ-MS303
(30A/600V/UL) [fits 2" X 4" utility box] - White	□ TAZ-MS303W

¹ Requires MAC-334IF-E

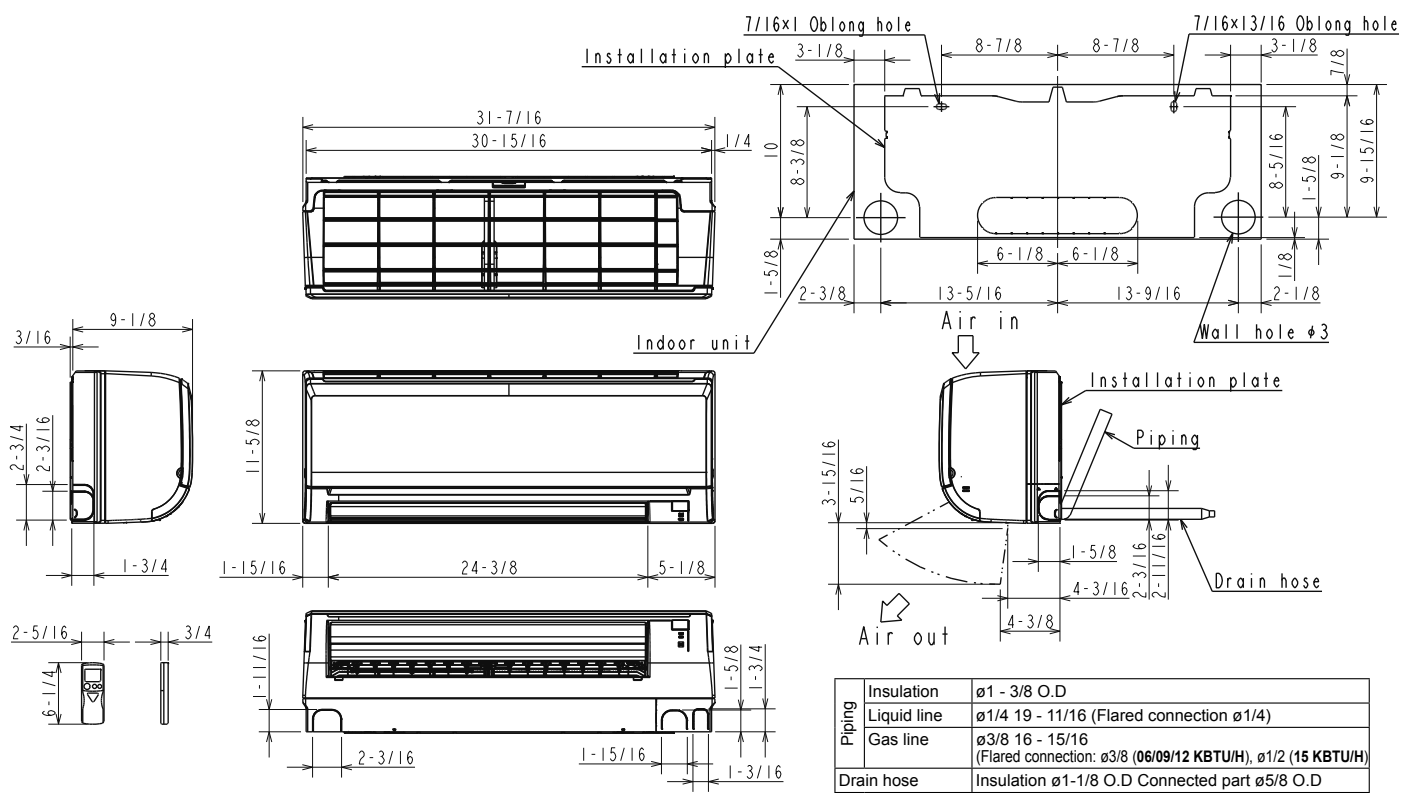
² Allows indoor units to connect to an MA Controller

ACCESSORIES: NAXSST18A112A*

Air Outlet Guide	□ PAC-ADG886AA-E
Drain Socket	□ MAC-860DS
Optional Defrost Heater	□ MAC-642BH-U1
Hail Guard	□ HG-A7
Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	□ DSD-400P
Condensing Unit Mounting Pad 16" x 36" x 3"	□ ULTRILITE1
Outdoor Unit Stand — 12" High	□ QSMS1201M
Outdoor Unit Stand — 18" High	□ QSMS1801M
Outdoor Unit Stand — 24" High	□ QSMS2401M
Heavy Duty Wall Mounting Bracket— Coated Steel	□ QSWB2000M-1
Heavy Duty Wall Mounting Bracket — 316 Series Stainless Steel	□ QSWBSS
15' x 1/4" x 15' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-15
30' x 1/4" x 30' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-30
50' x 1/4" x 50' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-50
65' x 1/4" x 65' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-65
100' x 1/4" x 100' / 1/2" Lineset (Twin-Tube Insulation)	□ MLS141212T-100

DIMENSIONS: NAYWST15A112A*

Unit: inch

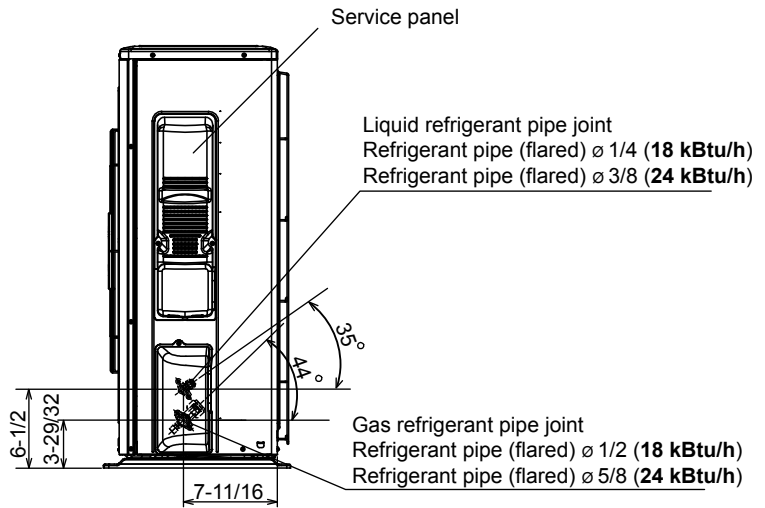
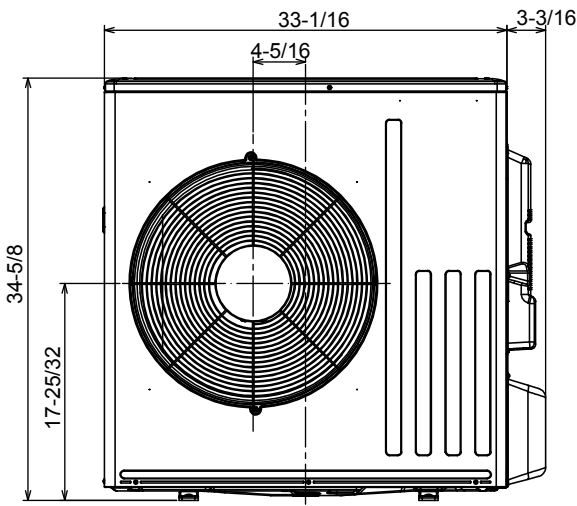
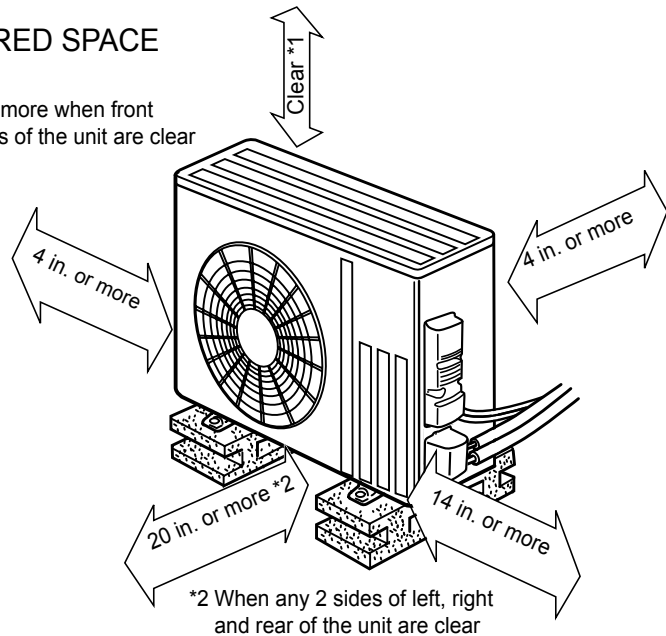
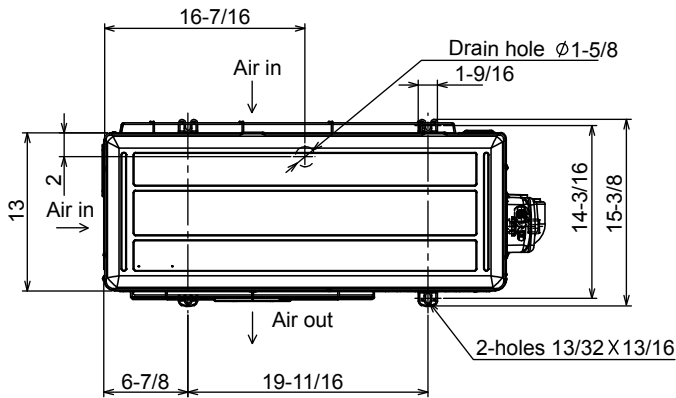


DIMENSIONS: NAXSST18A112A*

Unit: inch

REQUIRED SPACE

*1 20 in. or more when front and sides of the unit are clear





PO Box 1589 • Buda, Texas • 78610
Office (512) 593-6001

PROPOSAL

February 13, 2023

TACLA00045892C
M-40866

To: Hays County
Attn: Chris Deichmann

Re: Hays County - Elections Office

We propose to install the Plumbing scope of work based on the plans and specifications issued by Restl Engineers TX, LLC dated 11/21/2011.

PLUMBING \$ 44,125

Addenda Acknowledged: **[NONE]**

Scope of Work:

1. Furnish and install (1) Sink. (no fixture schedule provided)
2. Make safe and demolition per plans.
3. Galvanized sheetmetal ductwork per SMACNA.
4. Domestic water shall be Type L Copper.
5. Condensate drains shall be Type L Copper.
6. Underground pipe shall be Schedule 40 PVC.
7. Aboveground piping shall be No-Hub Cast-Iron.
8. Domestic cold/hot water insulation shall be 1" Fiberglass.
9. Cold condensate piping insulation shall be 1/2" Fiberglass.
10. Scanning, flat saw cutting and excavation.

Bid Clarifications:

1. No Payment or Performance Bonds
2. No sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. No painting of duct or anything else.
6. No walls cutting and patching.
7. No temporary facilities or temporary air.
8. No fire alarm or smoke detectors.
9. No concrete work or concrete pour back.
10. No roofing work of any kind.
11. No structural steel framing
12. No ceiling removal or hard ceiling cutting.
13. Professional Engineering, Design Intent and Delegated Design is strictly excluded.
14. No BIM coordination or shop drawings.

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

Sincerely,

SI MECHANICAL, LLC

Luis Gonzalez
luisg@simechanical.com



FIRETROL

Protection Systems

BuyBoard Contract 654-21

Hays County
Attn: Chris Deichmann

March 23, 2023

Re: Hays County Elections Office Remodel – San Marcos

We are pleased to provide our **proposal** in the amount of **\$86,650.00** to add and relocate fire sprinkler heads on the existing **Wet Pipe Fire Sprinkler System** at the above referenced **“Remodel”** project.

Qualifications:

Meet the requirements of NFPA and the City of San Marcos.

Provide chrome semi-recess pendent fire sprinklers center of ceiling tile.

Provide brass upright fire sprinklers in areas open to structure.

Demolish sprinkler pipe below existing mezzanine.

Pricing per BuyBoard Contract 654-21.

Working regular daytime hours (7:00 A.M. to 3:30 P.M.)

Exclusions:

Fire Alarm or electrical work.

Custom color escutcheons

Painting of pipe or devices or preparation for painting.

Moving existing piping for other trades.

Make Safe

Integrity of existing system.

Pipe labels

Freeze protection or insulation of wet piping.

Fire extinguishers or cabinets.

Fire stopping.

Off hours or overtime work.

After hours visual / hydro test with Fire Marshal.

Expedited Plan Review fees.

Additional Partial Visual Inspection fees.

This proposal is good for 15 days from this date.

If you have any questions, you can contact me at 737-900-8076 or at orodriguez@firetrol.net.

Sincerely,
Oscar Rodriguez

Accepted by – Name and title

Date

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
Alias 1: 101 RECEPTION				
1	1	1B2JK7-		
		+Lock Plug and Key,Chrome UM Series	List: \$10.00	\$10.00
			Sell: \$3.40	\$3.40
			Sell Discount %: 66.00	
		Key Number 278 +key number 278		
2	1	FT110.3524N	List: \$253.00	\$253.00
		+Frame,Base Covers, no knockouts 35H 24W	Sell: \$73.37	\$73.37
			Sell Discount %: 71.00	
		Base Finish MS +metallic silver		
3	2	FT110.3548N	List: \$323.00	\$646.00
		+Frame,Base Covers, no knockouts 35H 48W	Sell: \$93.67	\$187.34
			Sell Discount %: 71.00	
		Base Finish MS +metallic silver		
4	1	FT112.24AP	List: \$43.00	\$43.00
		+Frame Top Cap,Standard Ptd 24W	Sell: \$12.47	\$12.47
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
5	1	FT112.48AP	List: \$62.00	\$62.00
		+Frame Top Cap,Standard Ptd 48W	Sell: \$17.98	\$17.98
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
6	1	FT121.246	List: \$86.00	\$86.00
		+Conn 90,Universal,2way,90 deg-for 46H frames and lower	Sell: \$24.94	\$24.94
			Sell Discount %: 71.00	
7	1	FT123.235BP	List: \$76.00	\$76.00
		+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 35H	Sell: \$22.04	\$22.04
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
8	1	FT126.2AP	List: \$45.00	\$45.00
		+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	Sell: \$13.05	\$13.05
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
9	1	FT128.35	List: \$35.00	\$35.00
		+Connection Hardware, Frame-to-Frame 35H	Sell: \$10.15	\$10.15
			Sell Discount %: 71.00	
10	2	FT160.35BP	List: \$80.00	\$160.00
		+Finished End,Base Cover Ptd 35H	Sell: \$23.20	\$46.40
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
11	2	FT170.3024T	List: \$187.00	\$374.00
		+Lower Tile, Tackable Fabric 30H 24W	Sell: \$54.23	\$108.46
			Sell Discount %: 71.00	
		Horizontal Bead Finish MS +metallic silver		
		Surface Finish 2I +grasscloth-Pr Cat 1		
		2I_Colors 08 +grasscloth taro		

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product			Unit	Extended
12	4	FT170.3048T				
		+Lower Tile, Tackable Fabric 30H 48W				
					List:	\$241.00 \$964.00
					Sell:	\$69.89 \$279.56
					Sell Discount %:	71.00
		Horizontal Bead Finish MS	+metallic silver			
		Surface Finish 2I	+grasscloth-Pr Cat 1			
		2I_Colors 08	+grasscloth taro			
13	2	FT199.			List:	\$97.00 \$194.00
		+Cable Management Trough			Sell:	\$28.13 \$56.26
					Sell Discount %:	71.00
14	1	FT280.48LP			List:	\$860.00 \$860.00
		+Trans Surf, Sq-Edge Lam Top/Thermo Edge Surf, Ptd Stndrd Top Cap 48W			Sell:	\$249.40 \$249.40
					Sell Discount %:	71.00
		Top Finish LBB	+oak on ash			
		Edge Finish LBB	+oak on ash			
		Top Cap Finish MS	+metallic silver			
		Stanchion Finish MS	+metallic silver			
		Application LD	+stacking on 35", 46", 57", 68", 79" base frame			
15	1	FT290.24L			List:	\$48.00 \$48.00
		+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd			Sell:	\$13.92 \$13.92
					Sell Discount %:	71.00
		Finish MS	+metallic silver			
16	1	FT290.24R			List:	\$48.00 \$48.00
		+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd			Sell:	\$13.92 \$13.92
					Sell Discount %:	71.00
		Finish MS	+metallic silver			
17	1	FT290.24R			List:	\$48.00 \$48.00
		+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd			Sell:	\$13.92 \$13.92
					Sell Discount %:	71.00
		Finish MS	+metallic silver			
18	1	FT2A1.24FL			List:	\$465.00 \$465.00
		+Open Support, Archtrl Foot, Frame-Att, Fxd Hght, Lft 24D			Sell:	\$134.85 \$134.85
					Sell Discount %:	71.00
		Surface Finish MS	+metallic silver			
19	1	FT2G2.S2ASL			List:	\$247.00 \$247.00
		@Support Panel, Frame-Att, Sq-Edge, Shared Mid-Run, Lam 12D			Sell:	\$71.63 \$71.63
					Sell Discount %:	71.00
		Surface Finish CL	@cool grey neutral			
		Attachment Bracket Finish CL	@cool grey neutral			
20	1	FTS10.2448LF			List:	\$437.00 \$437.00
		+Rectangular Surface, Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch			Sell:	\$126.73 \$126.73
					Sell Discount %:	71.00
		Top Finish LBB	+oak on ash			
		Edge Finish LBB	+oak on ash			
21	1	FTS10.2496LS			List:	\$682.00 \$682.00
		+Rectangular Surface, Sq-Edge, Lam Top/Thermo Edge, 24D 96W, No Brkts			Sell:	\$197.78 \$197.78
					Sell Discount %:	71.00
		Top Finish LBB	+oak on ash			

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Item	Qty.	Product	Unit	Extended
Edge Finish LBB +oak on ash				
22	1	FV2A2.24FR	<i>List:</i>	\$598.00
		+Open Support Leg, Archtrl Foot, Fxd Hght, Rt 24D	<i>Sell:</i>	\$173.42
			<i>Sell Discount %:</i>	71.00
Surface Finish MS +metallic silver				
23	1	LK10D.24BBF	<i>List:</i>	\$1,002.00
		+Ped Bar Pull, Freestd, Ptd Mtl Frnt, 24D B/B/F	<i>Sell:</i>	\$318.64
			<i>Sell Discount %:</i>	68.20
Slides SB +full-extension ball-bearing				
Paint/Steel Type XS +textured paint on smooth steel				
Surface Finish G1 +graphite				
Lock KA +keyed alike				
Pull Finish MS +metallic silver				
Base Height 2F +raised height				
Drawer Interior 3M +drawer divider in one box drawer, pencil tray in one box drawer, 2 file conve				
24	1	Y1500.606	<i>List:</i>	\$92.00
		+Pwr Plug Strip, 6 AC outlets, 6' l	<i>Sell:</i>	\$40.48
			<i>Sell Discount %:</i>	56.00
Subtotal:			<i>List:</i>	\$7,475.00
			<i>Sell:</i>	\$2,210.11
Alias 1: 102 TRAINING				
25	30	DT5AS.2472LT	<i>List:</i>	\$2,235.00
		+Everywhere Flip-Top Rect Table, Squared Edge, Lam Top/Thermo Edge, T-Leg	<i>Sell:</i>	\$692.85
		24D 72W	<i>Sell Discount %:</i>	69.00
Top Finish 91 +white				
Edge Finish 91 +white				
Leg Finish MS +metallic silver				
Casters/Glides 20 +casters				
26	30	Y1338.	<i>List:</i>	\$111.00
		+Connect Ganging Bracket Kit	<i>Sell:</i>	\$48.84
			<i>Sell Discount %:</i>	56.00
Subtotal:			<i>List:</i>	\$70,380.00
			<i>Sell:</i>	\$22,250.70
Alias 1: 107 ELEC TECH COORD				
27	4	1B2JK7-	<i>List:</i>	\$10.00
		+Lock Plug and Key, Chrome UM Series	<i>Sell:</i>	\$3.40
			<i>Sell Discount %:</i>	66.00
Key Number 226 +key number 226				
28	1	FT199.	<i>List:</i>	\$97.00
		+Cable Management Trough	<i>Sell:</i>	\$28.13
			<i>Sell Discount %:</i>	71.00
29	1	FT29B.2	<i>List:</i>	\$60.00
		+Surface Ganging Bracket, pair	<i>Sell:</i>	\$17.40
			<i>Sell Discount %:</i>	71.00
30	1	FTS10.2442LS	<i>List:</i>	\$332.00

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HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	<i>Sell:</i>	\$96.28	\$96.28
			<i>Sell Discount %:</i>	71.00	
31	1	FTS10.3072LS	<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i>	\$206.48	\$206.48
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
32	1	FV2A2.24FR	<i>List:</i>	\$598.00	\$598.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	<i>Sell:</i>	\$173.42	\$173.42
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
33	1	FV2A2.30FR	<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	<i>Sell:</i>	\$181.83	\$181.83
			<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver			
34	1	FV696.48	<i>List:</i>	\$96.00	\$96.00
		+Stiffener, 48W	<i>Sell:</i>	\$27.84	\$27.84
			<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver			
35	1	L2PS.15281BBFHK	<i>List:</i>	\$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i>	\$705.01	\$705.01
			<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
36	1	LK300D.68RR	<i>List:</i>	\$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H	<i>Sell:</i>	\$1,147.98	\$1,147.98
			<i>Sell Discount %:</i>	68.20	
		Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish G1 +graphite Lock KA +keyed alike Pull Finish MS +metallic silver Wardrobe Interior CR +coat rod Drawer Interior 1M +2 file converters in each file drawer			
37	1	Y1113.48NL	<i>List:</i>	\$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i>	\$161.92	\$161.92
			<i>Sell Discount %:</i>	56.00	
		Finish LBB +oak on ash Edge Finish LBB +oak on ash			
38	1	Y1423.HA03	<i>List:</i>	\$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i>	\$270.16	\$270.16
			<i>Sell Discount %:</i>	56.00	
		Finish MS @metallic silver			
39	1	Y1500.606	<i>List:</i>	\$92.00	\$92.00

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HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:				List: \$9,463.00
				Sell: \$3,070.53
Alias 1: 108 VR & BBM CLERK				
40	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 227 +key number 227		
41	1	FT199.	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i> \$28.13	\$28.13
			<i>Sell Discount %:</i> 71.00	
42	1	FT29B.2	<i>List:</i> \$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i> \$17.40	\$17.40
			<i>Sell Discount %:</i> 71.00	
43	1	FTS10.2442LS	<i>List:</i> \$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	<i>Sell:</i> \$96.28	\$96.28
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
44	1	FTS10.3072LS	<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i> \$206.48	\$206.48
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
45	1	FV2A2.24FL	<i>List:</i> \$598.00	\$598.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	<i>Sell:</i> \$173.42	\$173.42
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
46	1	FV2A2.30FL	<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	<i>Sell:</i> \$181.83	\$181.83
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
47	1	FV696.48	<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W	<i>Sell:</i> \$27.84	\$27.84
			<i>Sell Discount %:</i> 71.00	
48	1	L2PS.15281BBFHK	<i>List:</i> \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$705.01	\$705.01
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike		
49	1	LK300D.68LR	<i>List:</i> \$3,610.00	\$3,610.00

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OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
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Item	Qty.	Product		Unit	Extended
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H		<i>Sell:</i> \$1,147.98	\$1,147.98
				<i>Sell Discount %:</i> 68.20	
		Slides SB +full-extension ball-bearing			
		Paint/Steel Type XS +textured paint on smooth steel			
		Surface Finish G1 +graphite			
		Lock KA +keyed alike			
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
50	1	Y1113.48NL		<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W		<i>Sell:</i> \$161.92	\$161.92
				<i>Sell Discount %:</i> 56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
51	1	Y1423.HA03		<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr		<i>Sell:</i> \$270.16	\$270.16
		USB A/C Combo,pwr cord w/ plug end,3' cord/conduit		<i>Sell Discount %:</i> 56.00	
		Finish MS @metallic silver			
52	1	Y1500.606		<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l		<i>Sell:</i> \$40.48	\$40.48
				<i>Sell Discount %:</i> 56.00	
Subtotal:				<i>List:</i>	\$9,463.00
				<i>Sell:</i>	\$3,070.53
Alias 1: 109 TRAINING					
53	36	DT5AS.2472LT		<i>List:</i> \$2,235.00	\$80,460.00
		+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg		<i>Sell:</i> \$692.85	\$24,942.60
		24D 72W		<i>Sell Discount %:</i> 69.00	
		Top Finish 91 +white			
		Edge Finish 91 +white			
		Leg Finish MS +metallic silver			
		Casters/Glides 20 +casters			
54	36	Y1338.		<i>List:</i> \$111.00	\$3,996.00
		+Connect Ganging Bracket Kit		<i>Sell:</i> \$48.84	\$1,758.24
				<i>Sell Discount %:</i> 56.00	
Subtotal:				<i>List:</i>	\$84,456.00
				<i>Sell:</i>	\$26,700.84
Alias 1: 113 BREAK ROOM					
55	4	ET1V22SLSQNG		<i>List:</i> \$1,784.00	\$7,136.00
		Vary Easy Eames® Conference Table, Round, 28 1/2" high, 42" diameter,		<i>Sell:</i> \$517.36	\$2,069.44
		segmented base, laminate top, squared vinyl edge, no grommet		<i>Sell Discount %:</i> 71.00	
		LBB oak on ash			
		LBB oak on ash			
		MS metallic silver			
		MS metallic silver			
		G glides			
Subtotal:				<i>List:</i>	\$7,136.00
				<i>Sell:</i>	\$2,069.44
Alias 1: 121 CONF					

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Item	Qty.	Product			Unit	Extended
56	1	CR4296				
		Rectangle Top 42"D x 96"W, 1-piece				
				List:	\$1,219.00	\$1,219.00
				Sell:	\$487.60	\$487.60
				Sell Discount %:	60.00	
		Finish and Edge	A	Standard Laminate - 3mm Edge		
		Laminate	K	Formica Aged Ash (8844-WR)		
		Cable Management	K	One Pwr/Data Cut-out, Centered		
				QUOTE: 2209462-A		
57	1	EM4296				
		Emerson Table Base, 42"D x 96"W				
				List:	\$4,559.00	\$4,559.00
				Sell:	\$1,823.60	\$1,823.60
				Sell Discount %:	60.00	
			A	Standard 29"H		
			C	Casters		
			R	Black (textured paint)		
				QUOTE: 2209462-A		
58	1	PDE66				
		Ellora Double, 6 pwr/6 data openings, cutout 9.81" x 11.0"				
				List:	\$1,496.00	\$1,496.00
				Sell:	\$598.40	\$598.40
				Sell Discount %:	60.00	
			BB	Black Aluminum w/ Black Interior		
			C	2 -10' Power Cords		
				QUOTE: 2209462-A		
59	1	PDGR				
		Universal Cable Gripper, 5 openings				
				List:	\$34.00	\$34.00
				Sell:	\$13.60	\$13.60
				Sell Discount %:	60.00	
				QUOTE: 2209462-A		
60	2	1B2JK7-				
		+Lock Plug and Key,Chrome UM Series				
				List:	\$10.00	\$20.00
				Sell:	\$3.40	\$6.80
				Sell Discount %:	66.00	
		Key Number 228	+key number 228			
61	1	L2ST.072246				
		+Stg Top, 1-1/4 Lam, 72W 24D				
				List:	\$613.00	\$613.00
				Sell:	\$194.93	\$194.93
				Sell Discount %:	68.20	
		Surface Finish	LBB	@oak on ash		
62	2	SA879352				
		Extended Width Surface-Attached Pedestal				
				List:	\$2,191.00	\$4,382.00
				Sell:	\$696.74	\$1,393.48
				Sell Discount %:	68.20	
				Standard Product Reference:L2EW.36241DSHKLBBMSNOKA		
				Modified Product Reference::L2EW.36301DSLK		
				Deviation::Height		
				Height:30*:30.00" high exact		
				Released for Production:T:true		
				Width:36:36" wide		
				Depth:24:24" deep		
				Base/Foot Height:1:base		
				Configuration:DS:doors with shelf		
				Case/Front Material:H:high-pressure laminate with thermoplastic edge		
				Pull Type:K:bar pull		
				Case/Front Finish:LBB:oak on ash		
				Pull Finish:MS:metallic silver		
				Counterweight:NO:no counterweight		
				Lock Option:KA:keyed alike		

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Item	Qty.	Product	Unit	Extended
Subtotal:			List:	\$12,323.00
			Sell:	\$4,518.41
Alias 1: 122 CONF				
63	1	CR4296		
		Rectangle Top 42"D x 96"W, 1-piece	<i>List:</i>	\$1,219.00
			<i>Sell:</i>	\$487.60
			<i>Sell Discount %:</i>	60.00
		Finish and Edge A Standard Laminate - 3mm Edge		
		Laminate K Formica Aged Ash (8844-WR)		
		Cable Management K One Pwr/Data Cut-out, Centered		
		QUOTE: 2209462-A		
64	1	EM4296	<i>List:</i>	\$4,559.00
		Emerson Table Base, 42"D x 96"W	<i>Sell:</i>	\$1,823.60
			<i>Sell Discount %:</i>	60.00
		A Standard 29"H		
		C Casters		
		R Black (textured paint)		
		QUOTE: 2209462-A		
65	1	PDE66	<i>List:</i>	\$1,496.00
		Ellora Double, 6 pwr/6 data openings, cutout 9.81" x 11.0"	<i>Sell:</i>	\$598.40
			<i>Sell Discount %:</i>	60.00
		BB Black Aluminum w/ Black Interior		
		C 2 -10' Power Cords		
		QUOTE: 2209462-A		
66	1	PDGR	<i>List:</i>	\$34.00
		Universal Cable Gripper, 5 openings	<i>Sell:</i>	\$13.60
			<i>Sell Discount %:</i>	60.00
		QUOTE: 2209462-A		
67	2	1B2JK7-	<i>List:</i>	\$10.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i>	\$3.40
			<i>Sell Discount %:</i>	66.00
		Key Number 229 +key number 229		
68	1	L2ST.072246	<i>List:</i>	\$613.00
		+Stg Top, 1-1/4 Lam, 72W 24D	<i>Sell:</i>	\$194.93
			<i>Sell Discount %:</i>	68.20
		Surface Finish LBB @oak on ash		
69	2	SA879352	<i>List:</i>	\$2,191.00
		Extended Width Surface-Attached Pedestal	<i>Sell:</i>	\$696.74
			<i>Sell Discount %:</i>	68.20
		Standard Product Reference:L2EW.36241DSHLBBMSNOKA		
		Modified Product Reference::L2EW.36301DSLK		
		Deviation::Height		
		Height:30*:30.00" high exact		
		Released for Production:T:true		
		Width:36:36" wide		
		Depth:24:24" deep		
		Base/Foot Height:1:base		
		Configuration:DS:doors with shelf		
		Case/Front Material:H:high-pressure laminate with thermoplastic edge		
		Pull Type:K:bar pull		
		Case/Front Finish:LBB:oak on ash		
		Pull Finish:MS:metallic silver		

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HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811

Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
Counterweight:NO:no counterweight Lock Option:KA:keyed alike				
Subtotal:				List: \$12,323.00 Sell: \$4,518.41
Alias 1: 127 HUDDLE				
70	1	15N6066WGDL MIO,60DX66W,CONFERENCE TOP,WEDGE,EXHIBIT MT,LAMINATE		List: \$3,354.00 Sell: \$1,509.30 <i>Sell Discount %:</i> 55.00
		RIM PROFILE V405 SOFTENED,DESIGNER WHITE GROMMET X NO GROMMET WIRE MANAGER X NO WIRE MANAGER TOP LAMINATE GROUP STD STANDARD LAMINATE LAMINATE COLOR 405 DESIGNER WHITE		
71	1	15N6628TPOBP MIO,FOR 66W TOP,TAPER O BASE,EXHIBIT MNT,DESK HEIGHT,PAINT		List: \$4,231.00 Sell: \$1,903.95 <i>Sell Discount %:</i> 55.00
		BASE HEIGHT 6 STD CHANNEL HEIGHT PAINT COLOR 501 PLATINUM METALLIC		
Subtotal:				List: \$7,585.00 Sell: \$3,413.25
Alias 1: 128 OFFICE				
72	4	1B2JK7- +Lock Plug and Key,Chrome UM Series		List: \$10.00 Sell: \$3.40 <i>Sell Discount %:</i> 66.00
		Key Number 230 +key number 230		
73	1	FT199. +Cable Management Trough		List: \$97.00 Sell: \$28.13 <i>Sell Discount %:</i> 71.00
74	1	FT29B.2 +Surface Ganging Bracket,pair		List: \$60.00 Sell: \$17.40 <i>Sell Discount %:</i> 71.00
75	1	FTS10.2454LS +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts		List: \$448.00 Sell: \$129.92 <i>Sell Discount %:</i> 71.00
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
76	1	FTS10.3072LS +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts		List: \$712.00 Sell: \$206.48 <i>Sell Discount %:</i> 71.00
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
77	1	FV2A2.30FR +Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D		List: \$627.00 Sell: \$181.83 <i>Sell Discount %:</i> 71.00
		Surface Finish MS +metallic silver		
78	2	FV43H.WM1542H05L		List: \$2,310.00 Sell: \$4,620.00

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Item	Qty.	Product	Unit	Extended
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	<i>Sell:</i> \$669.90	\$1,339.80
			<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike		
		Case/Edge Finish LBB +oak on ash		
		Door/Edge Finish LBB +oak on ash		
		Top/Edge Finish LBB +oak on ash		
79	2	FV617.2N	<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead	<i>Sell:</i> \$118.32	\$236.64
			<i>Sell Discount %:</i> 71.00	
80	2	FV618.42	<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit	<i>Sell:</i> \$171.10	\$342.20
			<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver		
81	1	FV696.48	<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W	<i>Sell:</i> \$27.84	\$27.84
			<i>Sell Discount %:</i> 71.00	
82	2	FV980V.WM3042T	<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	<i>Sell:</i> \$161.53	\$323.06
			<i>Sell Discount %:</i> 71.00	
		2I08 grasscloth taro		
83	1	L2PS.15241FFHK	<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$629.96	\$629.96
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
84	1	L2PS.15281BBFHK	<i>List:</i> \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$705.01	\$705.01
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
85	1	Y1113.48NL	<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i> \$161.92	\$161.92
			<i>Sell Discount %:</i> 56.00	
		Finish LBB +oak on ash		
		Edge Finish LBB +oak on ash		
86	1	Y1423.HA03	<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i> \$270.16	\$270.16
			<i>Sell Discount %:</i> 56.00	
		Finish MS @metallic silver		
87	1	Y1500.606	<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	

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Item	Qty.	Product	Unit	Extended
Subtotal:			List:	\$15,082.00
			Sell:	\$4,654.43
Alias 1: 129 CONF				
88	2	1B2JK7-		
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00
			Sell:	\$3.40
			Sell Discount %:	66.00
		Key Number 231 +key number 231		
89	1	DP1BCS.24896LLAC	List:	\$5,680.00
		+Headway Boat Shape, Cabinet-Base, Seated Ht Table,sq-edge,28.5" h,48" d,96" w,high-pressure lam top/thermoplastic edge,high-pressure lam dr	Sell:	\$1,760.80
			Sell Discount %:	69.00
		Integration for Cutout #1 TB +cutout for technology bucket		
		Top Finish LBB +oak on ash		
		Edge Finish LBB +oak on ash		
		Table Cabinet Door Finish LBB +oak on ash		
		Cabinet Door Edge Finish LBB +oak on ash		
		Inner Cabinet Leg Finish MS +metallic silver		
		Leg Mounting Panel in Leg N +no panel in bases		
		Surface Wire Management T +trough		
90	1	DP5B.	List:	\$702.00
		+Tech Bucket	Sell:	\$217.62
			Sell Discount %:	69.00
		Lid Finish G1 +graphite		
91	1	DP6B.B15	List:	\$1,420.00
		+Pwr Mod for Tech Bucket,4 AC simplex receptacles, 4 USB (2 Type-A, 2 Type C),15" I	Sell:	\$440.20
			Sell Discount %:	69.00
92	1	L2ST.072246	List:	\$613.00
		+Stg Top, 1-1/4 Lam, 72W 24D	Sell:	\$194.93
			Sell Discount %:	68.20
		Surface Finish LBB @oak on ash		
93	2	SA879352	List:	\$2,191.00
		Extended Width Surface-Attached Pedestal	Sell:	\$696.74
			Sell Discount %:	68.20
		Standard Product Reference:L2EW.36241DSHKLBBMSNOKA		
		Modified Product Reference::L2EW.36301DSLK		
		Deviation::Height		
		Height:30*:30.00" high exact		
		Released for Production:T:true		
		Width:36:36" wide		
		Depth:24:24" deep		
		Base/Foot Height:1:base		
		Configuration:DS:doors with shelf		
		Case/Front Material:H:high-pressure laminate with thermoplastic edge		
		Pull Type:K:bar pull		
		Case/Front Finish:LBB:oak on ash		
		Pull Finish:MS:metallic silver		
		Counterweight:NO:no counterweight		
		Lock Option:KA:keyed alike		
Subtotal:			List:	\$12,817.00
			Sell:	\$4,013.83

Alias 1: 130 OFFICE

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Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
94	4	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$40.00
			Sell:	\$3.40	\$13.60
			Sell Discount %:	66.00	
		Key Number 232 +key number 232			
95	1	FT199.	List:	\$97.00	\$97.00
		+Cable Management Trough	Sell:	\$28.13	\$28.13
			Sell Discount %:	71.00	
96	1	FT29B.2	List:	\$60.00	\$60.00
		+Surface Ganging Bracket,pair	Sell:	\$17.40	\$17.40
			Sell Discount %:	71.00	
97	1	FTS10.2454LS	List:	\$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	Sell:	\$129.92	\$129.92
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
98	1	FTS10.3072LS	List:	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	Sell:	\$206.48	\$206.48
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
99	1	FV2A2.30FR	List:	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
100	2	FV43H.WM1542H05L	List:	\$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	Sell:	\$669.90	\$1,339.80
			Sell Discount %:	71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash			
101	2	FV617.2N	List:	\$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead	Sell:	\$118.32	\$236.64
			Sell Discount %:	71.00	
102	2	FV618.42	List:	\$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit	Sell:	\$171.10	\$342.20
			Sell Discount %:	71.00	
		Valance Finish MS @metallic silver			
103	1	FV696.48	List:	\$96.00	\$96.00
		+Stiffener, 48W	Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
104	2	FV980V.WM3042T	List:	\$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	Sell:	\$161.53	\$323.06
			Sell Discount %:	71.00	
		2108 grasscloth taro			

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Item	Qty.	Product		Unit	Extended
105	1	L2PS.15241FFHK			
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull	List:	\$1,981.00	\$1,981.00
			Sell:	\$629.96	\$629.96
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
106	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$2,217.00
			Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
107	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
108	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
109	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$15,082.00
				Sell:	\$4,654.43
Alias 1: 131 OPEN OFFICE					
110	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 233 +key number 233			
111	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 234 +key number 234			
112	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 235 +key number 235			
113	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 236 +key number 236			

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Item	Qty.	Product		Unit	Extended
114	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 237 +key number 237			
115	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 238 +key number 238			
116	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 239 +key number 239			
117	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 240 +key number 240			
118	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 241 +key number 241			
119	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 242 +key number 242			
120	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 243 +key number 243			
121	3	1B2JK7-		List: \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 244 +key number 244			
122	12	1B2JK7-		List: \$10.00	\$120.00
		+Lock Plug and Key,Chrome UM Series		Sell: \$3.40	\$40.80
			Sell Discount %:	66.00	
		Key Number 245 +key number 245			
123	24	FT110.6824N		List: \$308.00	\$7,392.00
		+Frame,Base Covers, no knockouts 68H 24W		Sell: \$89.32	\$2,143.68
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
124	12	FT110.6830J		List: \$339.00	\$4,068.00
		+Frame,Base Covers, Pwr/Data knockouts 68H 30W		Sell: \$98.31	\$1,179.72
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
125	6	FT110.6830N		List: \$323.00	\$1,938.00

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		+Frame,Base Covers, no knockouts 68H 30W	<i>Sell:</i> \$93.67	\$562.02
			<i>Sell Discount %:</i> 71.00	
126	12	Base Finish MS +metallic silver FT110.6836N	<i>List:</i> \$339.00	\$4,068.00
		+Frame,Base Covers, no knockouts 68H 36W	<i>Sell:</i> \$98.31	\$1,179.72
			<i>Sell Discount %:</i> 71.00	
127	24	Base Finish MS +metallic silver FT110.6848J	<i>List:</i> \$399.00	\$9,576.00
		+Frame,Base Covers, Pwr/Data knockouts 68H 48W	<i>Sell:</i> \$115.71	\$2,777.04
			<i>Sell Discount %:</i> 71.00	
128	6	Base Finish MS +metallic silver FT110.6848N	<i>List:</i> \$379.00	\$2,274.00
		+Frame,Base Covers, no knockouts 68H 48W	<i>Sell:</i> \$109.91	\$659.46
			<i>Sell Discount %:</i> 71.00	
129	24	Base Finish MS +metallic silver FT112.24AP	<i>List:</i> \$43.00	\$1,032.00
		+Frame Top Cap,Standard Ptd 24W	<i>Sell:</i> \$12.47	\$299.28
			<i>Sell Discount %:</i> 71.00	
130	18	Surface Finish MS +metallic silver FT112.30AP	<i>List:</i> \$46.00	\$828.00
		+Frame Top Cap,Standard Ptd 30W	<i>Sell:</i> \$13.34	\$240.12
			<i>Sell Discount %:</i> 71.00	
131	12	Surface Finish MS +metallic silver FT112.36AP	<i>List:</i> \$51.00	\$612.00
		+Frame Top Cap,Standard Ptd 36W	<i>Sell:</i> \$14.79	\$177.48
			<i>Sell Discount %:</i> 71.00	
132	30	Surface Finish MS +metallic silver FT112.48AP	<i>List:</i> \$62.00	\$1,860.00
		+Frame Top Cap,Standard Ptd 48W	<i>Sell:</i> \$17.98	\$539.40
			<i>Sell Discount %:</i> 71.00	
133	24	Surface Finish MS +metallic silver FT121.257	<i>List:</i> \$131.00	\$3,144.00
		+Conn 90,Universal,2way,90 deg-for 53H frames and higher	<i>Sell:</i> \$37.99	\$911.76
			<i>Sell Discount %:</i> 71.00	
134	6	FT121.357	<i>List:</i> \$148.00	\$888.00
		+Conn 90,Universal,3way-for 53H frames and higher	<i>Sell:</i> \$42.92	\$257.52
			<i>Sell Discount %:</i> 71.00	
135	6	FT123.168BP	<i>List:</i> \$78.00	\$468.00
		+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 68H	<i>Sell:</i> \$22.62	\$135.72
			<i>Sell Discount %:</i> 71.00	
136	24	Surface Finish MS +metallic silver FT123.268BP	<i>List:</i> \$96.00	\$2,304.00
		+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 68H	<i>Sell:</i> \$27.84	\$668.16
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		

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Item	Qty.	Product		Unit	Extended
137	24	FT126.2AP			
		+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	List:	\$45.00	\$1,080.00
			Sell:	\$13.05	\$313.20
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
138	42	FT128.68			
		+Connection Hardware, Frame-to-Frame 68H	List:	\$47.00	\$1,974.00
			Sell:	\$13.63	\$572.46
			Sell Discount %:	71.00	
139	6	FT143.68E			
		+Ceiling Power Entry,Conn,4-circ pwr,connects in base 68H	List:	\$1,230.00	\$7,380.00
			Sell:	\$356.70	\$2,140.20
			Sell Discount %:	71.00	
		Wiring Type LZ +PVC-free			
		Finish MS +metallic silver			
140	12	FT150.30			
		+Base Power Harness 30W	List:	\$185.00	\$2,220.00
			Sell:	\$53.65	\$643.80
			Sell Discount %:	71.00	
		Wiring Type LZ +PVC-free			
141	24	FT150.48			
		+Base Power Harness 48W	List:	\$214.00	\$5,136.00
			Sell:	\$62.06	\$1,489.44
			Sell Discount %:	71.00	
		Wiring Type LZ +PVC-free			
142	6	FT151.			
		+Power Harness Extender	List:	\$43.00	\$258.00
			Sell:	\$12.47	\$74.82
			Sell Discount %:	71.00	
143	6	FT155.A			
		+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	List:	\$254.00	\$1,524.00
			Sell:	\$73.66	\$441.96
			Sell Discount %:	71.00	
		Finish CL +cool grey neutral			
144	18	FT160.68BP			
		+Finished End,Base Cover Ptd 68H	List:	\$102.00	\$1,836.00
			Sell:	\$29.58	\$532.44
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
145	24	FT170.3024T			
		+Lower Tile, Tackable Fabric 30H 24W	List:	\$187.00	\$4,488.00
			Sell:	\$54.23	\$1,301.52
			Sell Discount %:	71.00	
		Horizontal Bead Finish MS +metallic silver			
		Surface Finish 2I +grasscloth-Pr Cat 1			
		2I_Colors 08 +grasscloth taro			
146	12	FT170.3030T			
		+Lower Tile, Tackable Fabric 30H 30W	List:	\$196.00	\$2,352.00
			Sell:	\$56.84	\$682.08
			Sell Discount %:	71.00	
		Horizontal Bead Finish MS +metallic silver			
		Surface Finish 2I +grasscloth-Pr Cat 1			
		2I_Colors 08 +grasscloth taro			
147	12	FT170.3036T			
		+Lower Tile, Tackable Fabric 30H 36W	List:	\$215.00	\$2,580.00
			Sell:	\$62.35	\$748.20
			Sell Discount %:	71.00	

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Item	Qty.	Product				Unit	Extended
148	24	FT170.3048T	Horizontal Bead Finish	MS	+metallic silver		
			Surface Finish	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Lower Tile, Tackable Fabric 30H 48W					
						<i>List:</i>	\$241.00
						<i>Sell:</i>	\$69.89
						<i>Sell Discount %:</i>	71.00
149	24	FT180.6324T	Horizontal Bead Finish	MS	+metallic silver		
			Surface Finish	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Tile,Full-Height,Tackable Fabric 63H 24W					
						<i>List:</i>	\$258.00
						<i>Sell:</i>	\$74.82
						<i>Sell Discount %:</i>	71.00
150	24	FT180.6330T	Horizontal Bead Finish	MS	+metallic silver		
			Fabric	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Tile,Full-Height,Tackable Fabric 63H 30W					
						<i>List:</i>	\$285.00
						<i>Sell:</i>	\$82.65
						<i>Sell Discount %:</i>	71.00
151	12	FT180.6336T	Horizontal Bead Finish	MS	+metallic silver		
			Fabric	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Tile,Full-Height,Tackable Fabric 63H 36W					
						<i>List:</i>	\$360.00
						<i>Sell:</i>	\$104.40
						<i>Sell Discount %:</i>	71.00
152	36	FT180.6348T	Horizontal Bead Finish	MS	+metallic silver		
			Fabric	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Tile,Full-Height,Tackable Fabric 63H 48W					
						<i>List:</i>	\$411.00
						<i>Sell:</i>	\$119.19
						<i>Sell Discount %:</i>	71.00
153	24	FT181.3324T	Horizontal Bead Finish	MS	+metallic silver		
			Fabric	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Upper Tile, Tackable Fabric 33H 24W					
						<i>List:</i>	\$189.00
						<i>Sell:</i>	\$54.81
						<i>Sell Discount %:</i>	71.00
154	12	FT181.3330T	Horizontal Bead Finish	MS	+metallic silver		
			Surface Finish	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Upper Tile, Tackable Fabric 33H 30W					
						<i>List:</i>	\$203.00
						<i>Sell:</i>	\$58.87
						<i>Sell Discount %:</i>	71.00
155	12	FT181.3336T	Horizontal Bead Finish	MS	+metallic silver		
			Surface Finish	2I	+grasscloth-Pr Cat 1		
			2I_Colors	08	+grasscloth taro		
		+Upper Tile, Tackable Fabric 33H 36W					
						<i>List:</i>	\$219.00
						<i>Sell:</i>	\$63.51
						<i>Sell Discount %:</i>	71.00
			Horizontal Bead Finish	MS	+metallic silver		
			Surface Finish	2I	+grasscloth-Pr Cat 1		

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Item	Qty.	Product				Unit	Extended
156	24	FT181.3348T	2I_Colors	08	+grasscloth taro		
		+Upper Tile, Tackable Fabric 33H 48W					
						List:	\$250.00 \$6,000.00
						Sell:	\$72.50 \$1,740.00
						Sell Discount %:	71.00
		Horizontal Bead Finish	MS		+metallic silver		
		Surface Finish	2I		+grasscloth-Pr Cat 1		
		2I_Colors	08		+grasscloth taro		
157	3	FT199.				List:	\$97.00 \$291.00
		+Cable Management Trough				Sell:	\$28.13 \$84.39
						Sell Discount %:	71.00
158	6	FT290.24L				List:	\$48.00 \$288.00
		+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd				Sell:	\$13.92 \$83.52
						Sell Discount %:	71.00
		Finish	MS		+metallic silver		
159	6	FT290.24R				List:	\$48.00 \$288.00
		+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd				Sell:	\$13.92 \$83.52
						Sell Discount %:	71.00
		Finish	MS		+metallic silver		
160	12	FT290.30L				List:	\$57.00 \$684.00
		+Surface Cantilever, for 30"- deep surface,lft-hnd				Sell:	\$16.53 \$198.36
						Sell Discount %:	71.00
		Finish	MS		+metallic silver		
161	12	FT290.30R				List:	\$57.00 \$684.00
		+Surface Cantilever, for 30"- deep surface,rt-hnd				Sell:	\$16.53 \$198.36
						Sell Discount %:	71.00
		Finish	MS		+metallic silver		
162	12	FT29B.2				List:	\$60.00 \$720.00
		+Surface Ganging Bracket,pair				Sell:	\$17.40 \$208.80
						Sell Discount %:	71.00
163	12	FTS10.2436LF				List:	\$358.00 \$4,296.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 36W, Frame Atch				Sell:	\$103.82 \$1,245.84
						Sell Discount %:	71.00
		Top Finish	LBB		+oak on ash		
		Edge Finish	LBB		+oak on ash		
164	12	FTS10.3096LF				List:	\$994.00 \$11,928.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 96W, Frame Atch				Sell:	\$288.26 \$3,459.12
						Sell Discount %:	71.00
		Top Finish	LBB		+oak on ash		
		Edge Finish	LBB		+oak on ash		
165	12	GNBR.60				List:	\$172.00 \$2,064.00
		+Beams, Rectangular Primary 60W				Sell:	\$80.84 \$970.08
						Sell Discount %:	53.00
		Finish	CL		+cool grey neutral		
166	12	GNHPF.				List:	\$69.00 \$828.00
		+Hardware Pack, Fixed Surfaces, Rect Primary				Sell:	\$32.43 \$389.16
						Sell Discount %:	53.00

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167	6	GNLSBN.60 @Standing Height Bracing Leg, 60D Application					List:	\$1,116.00	\$6,696.00
							Sell:	\$524.52	\$3,147.12
							Sell Discount %:	53.00	
168	12	GNLSEN.60 @Engage Leg, Standing Hgt, End Double, 60D	Leg Finish	MS	@metallic silver		List:	\$759.00	\$9,108.00
							Sell:	\$356.73	\$4,280.76
							Sell Discount %:	53.00	
169	3	GNTPA.6060FL +Project Table, Rect, Access Cut-out, Non-Sliding, Lam Top/Thermo Edge 60D 60W	Leg Finish	MS	@metallic silver		List:	\$810.00	\$2,430.00
							Sell:	\$380.70	\$1,142.10
							Sell Discount %:	53.00	
170	6	GNTPA.6060FL +Project Table, Rect, Access Cut-out, Non-Sliding, Lam Top/Thermo Edge 60D 60W	Surface Finish Edge Finish	LBB LBB	+oak on ash +oak on ash		List:	\$810.00	\$4,860.00
							Sell:	\$380.70	\$2,284.20
							Sell Discount %:	53.00	
171	6	GNWD.60 +Wire Management Tray, Double 60W	Surface Finish Edge Finish	LBB LBB	+oak on ash +oak on ash		List:	\$230.00	\$1,380.00
							Sell:	\$108.10	\$648.60
							Sell Discount %:	53.00	
172	12	LK10D.24FF +Ped Bar Pull,Freestd,Ptd Mtl Frnt, 24D F/F	Finish	MS	+metallic silver		List:	\$976.00	\$11,712.00
							Sell:	\$310.37	\$3,724.44
							Sell Discount %:	68.20	
173	6	LK310D.68LS +Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Lft,B/B/F 68H	Slides Paint/Steel Type Surface Finish Lock Pull Finish Base Height Drawer Interior	SB XS G1 KA MS 2F 1M	+full-extension ball-bearing +textured paint on smooth steel +graphite +keyed alike +metallic silver +raised height +2 file converters in each file drawer		List:	\$3,819.00	\$22,914.00
							Sell:	\$1,214.44	\$7,286.64
							Sell Discount %:	68.20	
174	6	LK310D.68RS +Stg Twr,Bar Pull,Sd Fcng Bckcase,Ptd Mtl Frnt,Wdrb Rt,B/B/F 68H	Slides Paint/Steel Type Surface Finish Lock Pull Finish Wardrobe Interior Drawer Interior	SB XS G1 KA MS CR 3M	+full-extension ball-bearing +textured paint on smooth steel +graphite +keyed alike +metallic silver +coat rod +drawer divider in one box drawer, pencil tray in one box drawer, 2 file conve		List:	\$3,819.00	\$22,914.00
							Sell:	\$1,214.44	\$7,286.64
							Sell Discount %:	68.20	

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811

Pricing Valid for 30 Days

Item	Qty.	Product				Unit	Extended
175	12	LW200.303	Wardrobe Interior	CR	+coat rod		
			Drawer Interior	3M	+drawer divider in one box drawer, pencil tray in one box drawer, 2 file conve		
		+Lat File,W-Pull Freestd 3 Dwr 30W					
					List:	\$1,729.00	\$20,748.00
					Sell:	\$549.82	\$6,597.84
					Sell Discount %:	68.20	
176	6	Y1425.IA03	Paint/Steel Type	SS	+smooth paint on smooth steel		
			Surface Finish	MS	+metallic silver		
			Lock	KA	+keyed alike		
			Counterweight	CB	+counterweight (recommended)		
			Drawer Interior	2R	+side-to-side filing rail		
					List:	\$1,011.00	\$6,066.00
		+Logic G1000 Grom Mtd Electrical Distributor,4 simplex receptacles, 1 pwr USB			Sell:	\$444.84	\$2,669.04
		A/C Combo,pwr cord w/ plug end,3' cord/conduit			Sell Discount %:	56.00	
177	3	Y1425.IA10	Finish	MS	@metallic silver		
					List:	\$1,028.00	\$3,084.00
		+Logic G1000 Grom Mtd Electrical Distributor,4 simplex receptacles, 1 pwr USB			Sell:	\$452.32	\$1,356.96
		A/C Combo,pwr cord w/ plug end,10' cord/conduit			Sell Discount %:	56.00	
178	3	Y1500.610	Finish	MS	@metallic silver		
					List:	\$107.00	\$321.00
		+Pwr Plug Strip,6 AC outlets,10' l			Sell:	\$47.08	\$141.24
					Sell Discount %:	56.00	
Subtotal:						List:	\$259,596.00
						Sell:	\$83,845.41
Alias 1: 133 OFFICE							
179	4	1B2JK7-				List:	\$10.00
		+Lock Plug and Key,Chrome UM Series				Sell:	\$3.40
					Sell Discount %:	66.00	
180	1	FT199.	Key Number	246	+key number 246	List:	\$97.00
		+Cable Management Trough				Sell:	\$28.13
					Sell Discount %:	71.00	
181	1	FT29B.2				List:	\$60.00
		+Surface Ganging Bracket,pair				Sell:	\$17.40
					Sell Discount %:	71.00	
182	1	FTS10.2454LS				List:	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts				Sell:	\$129.92
					Sell Discount %:	71.00	
183	1	FTS10.3072LS	Top Finish	LBB	+oak on ash	List:	\$712.00
			Edge Finish	LBB	+oak on ash	Sell:	\$206.48
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts				Sell Discount %:	71.00
184	1	FV2A2.30FR	Top Finish	LBB	+oak on ash	List:	\$627.00
			Edge Finish	LBB	+oak on ash		\$627.00

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HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Open Support Leg, Archtrl Foot, Fxd Hght, Rt 30D	<i>Sell:</i> \$181.83	\$181.83
			<i>Sell Discount %:</i> 71.00	
185	2	Surface Finish MS +metallic silver FV43H.WM1542H05L @OH Stg Cabinet, Hinged Doors, wall mount, 15" h, 42" w, high-pressure lam case & dr, 3/8" high-pressure lam thin top, lock	<i>List:</i> \$2,310.00 <i>Sell:</i> \$669.90	\$4,620.00 \$1,339.80
			<i>Sell Discount %:</i> 71.00	
186	2	Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash FV617.2N @Cast LED Light, use with 24 - 42 Wide Overhead	<i>List:</i> \$408.00 <i>Sell:</i> \$118.32	\$816.00 \$236.64
			<i>Sell Discount %:</i> 71.00	
187	2	FV618.42 @Cast LED Light, Valance 42 Wide Unit	<i>List:</i> \$590.00 <i>Sell:</i> \$171.10	\$1,180.00 \$342.20
			<i>Sell Discount %:</i> 71.00	
188	1	Valance Finish MS @metallic silver FV696.48 +Stiffener, 48W	<i>List:</i> \$96.00 <i>Sell:</i> \$27.84	\$96.00 \$27.84
			<i>Sell Discount %:</i> 71.00	
189	2	FV980V.WM3042T Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	<i>List:</i> \$557.00 <i>Sell:</i> \$161.53	\$1,114.00 \$323.06
			<i>Sell Discount %:</i> 71.00	
190	1	2I08 grasscloth taro L2PS.15241FFHK @Surface-Attached Pedestal, 15" w, 24" d, base, FF, high-pressure lam w/ thermo edge, bar pull	<i>List:</i> \$1,981.00 <i>Sell:</i> \$629.96	\$1,981.00 \$629.96
			<i>Sell Discount %:</i> 68.20	
191	1	Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike L2PS.15281BBFHK @Surface-Attached Pedestal, 15" w, 28" d, base, BBF, high-pressure lam w/ thermo edge, bar pull	<i>List:</i> \$2,217.00 <i>Sell:</i> \$705.01	\$2,217.00 \$705.01
			<i>Sell Discount %:</i> 68.20	
192	1	Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike Y1113.48NL +Modesty Panel, w/o added cable trough, Lam Top/TP Edge 48W	<i>List:</i> \$368.00 <i>Sell:</i> \$161.92	\$368.00 \$161.92
			<i>Sell Discount %:</i> 56.00	
193	1	Finish LBB +oak on ash Edge Finish LBB +oak on ash Y1423.HA03 +Logic C1000 Universal Clamp Mount Distributor, 2 simplex receptacles, 1 pwr USB A/C Combo, pwr cord w/ plug end, 3' cord/conduit	<i>List:</i> \$614.00 <i>Sell:</i> \$270.16	\$614.00 \$270.16
			<i>Sell Discount %:</i> 56.00	

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Finish	MS	@metallic silver		Unit	Extended
194	1	Y1500.606				<i>List:</i>	\$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l				<i>Sell:</i>	\$40.48	\$40.48
						<i>Sell Discount %:</i>	56.00	
Subtotal:							<i>List:</i>	\$15,082.00
							<i>Sell:</i>	\$4,654.43
Alias 1: 134 OFFICE								
195	4	1B2JK7-				<i>List:</i>	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series				<i>Sell:</i>	\$3.40	\$13.60
						<i>Sell Discount %:</i>	66.00	
			Key Number	247	+key number 247			
196	1	FT199.				<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough				<i>Sell:</i>	\$28.13	\$28.13
						<i>Sell Discount %:</i>	71.00	
197	1	FT29B.2				<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair				<i>Sell:</i>	\$17.40	\$17.40
						<i>Sell Discount %:</i>	71.00	
198	1	FTS10.2454LS				<i>List:</i>	\$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts				<i>Sell:</i>	\$129.92	\$129.92
						<i>Sell Discount %:</i>	71.00	
			Top Finish	LBB	+oak on ash			
			Edge Finish	LBB	+oak on ash			
199	1	FTS10.3072LS				<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts				<i>Sell:</i>	\$206.48	\$206.48
						<i>Sell Discount %:</i>	71.00	
			Top Finish	LBB	+oak on ash			
			Edge Finish	LBB	+oak on ash			
200	1	FV2A2.30FR				<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D				<i>Sell:</i>	\$181.83	\$181.83
						<i>Sell Discount %:</i>	71.00	
			Surface Finish	MS	+metallic silver			
201	2	FV43H.WM1542H05L				<i>List:</i>	\$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case				<i>Sell:</i>	\$669.90	\$1,339.80
		& dr,3/8" high-pressure lam thin top,lock				<i>Sell Discount %:</i>	71.00	
			Lock Option	KA	@keyed alike			
			Case/Edge Finish	LBB	+oak on ash			
			Door/Edge Finish	LBB	+oak on ash			
			Top/Edge Finish	LBB	+oak on ash			
202	2	FV617.2N				<i>List:</i>	\$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead				<i>Sell:</i>	\$118.32	\$236.64
						<i>Sell Discount %:</i>	71.00	
203	2	FV618.42				<i>List:</i>	\$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit				<i>Sell:</i>	\$171.10	\$342.20
						<i>Sell Discount %:</i>	71.00	
			Valance Finish	MS	@metallic silver			

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Item	Qty.	Product		Unit	Extended
204	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
205	2	FV980V.WM3042T			
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	List:	\$557.00	\$1,114.00
			Sell:	\$161.53	\$323.06
			Sell Discount %:	71.00	
206	1	L2PS.15241FFHK			
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull	List:	\$1,981.00	\$1,981.00
			Sell:	\$629.96	\$629.96
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
207	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$2,217.00
			Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
208	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
209	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
210	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	

Subtotal: List: \$15,082.00
Sell: **\$4,654.43**

Alias 1: 136 OFFICE

211	4	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$40.00
			Sell:	\$3.40	\$13.60
			Sell Discount %:	66.00	
		Key Number 248 +key number 248			
212	1	FT199.			
		+Cable Management Trough	List:	\$97.00	\$97.00
			Sell:	\$28.13	\$28.13
			Sell Discount %:	71.00	
213	1	FT29B.2			
			List:	\$60.00	\$60.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Surface Ganging Bracket,pair		<i>Sell:</i> \$17.40	\$17.40
				<i>Sell Discount %:</i> 71.00	
214	1	FTS10.2454LS		<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts		<i>Sell:</i> \$129.92	\$129.92
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
215	1	FTS10.3072LS		<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts		<i>Sell:</i> \$206.48	\$206.48
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
216	1	FV2A2.30FR		<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D		<i>Sell:</i> \$181.83	\$181.83
				<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver			
217	2	FV43H.WM1542H05L		<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock		<i>Sell:</i> \$669.90	\$1,339.80
				<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash			
218	2	FV617.2N		<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead		<i>Sell:</i> \$118.32	\$236.64
				<i>Sell Discount %:</i> 71.00	
219	2	FV618.42		<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit		<i>Sell:</i> \$171.10	\$342.20
				<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver			
220	1	FV696.48		<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
221	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
		2I08 grasscloth taro			
222	1	L2PS.15241FFHK		<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
223	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00

Quote# SM17229 (REVISED 4/6/2023)
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Item	Qty.	Product				Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull			<i>Sell:</i>	\$705.01	\$705.01
					<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material	M	+metal			
		Case/Front Finish	LBB	+oak on ash			
		Pull Finish	MS	@metallic silver			
		Counterweight	CB	+counterweight			
		Lock Option	KA	+keyed alike			
224	1	Y1113.48NL			<i>List:</i>	\$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W			<i>Sell:</i>	\$161.92	\$161.92
					<i>Sell Discount %:</i>	56.00	
		Finish	LBB	+oak on ash			
		Edge Finish	LBB	+oak on ash			
225	1	Y1423.HA03			<i>List:</i>	\$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit			<i>Sell:</i>	\$270.16	\$270.16
					<i>Sell Discount %:</i>	56.00	
		Finish	MS	@metallic silver			
226	1	Y1500.606			<i>List:</i>	\$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l			<i>Sell:</i>	\$40.48	\$40.48
					<i>Sell Discount %:</i>	56.00	
Subtotal:						<i>List:</i>	\$15,082.00
						<i>Sell:</i>	\$4,654.43
Alias 1: 137 OFFICE							
227	4	1B2JK7-			<i>List:</i>	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series			<i>Sell:</i>	\$3.40	\$13.60
					<i>Sell Discount %:</i>	66.00	
		Key Number	249	+key number 249			
228	1	FT199.			<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough			<i>Sell:</i>	\$28.13	\$28.13
					<i>Sell Discount %:</i>	71.00	
229	1	FT29B.2			<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair			<i>Sell:</i>	\$17.40	\$17.40
					<i>Sell Discount %:</i>	71.00	
230	1	FTS10.2454LS			<i>List:</i>	\$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts			<i>Sell:</i>	\$129.92	\$129.92
					<i>Sell Discount %:</i>	71.00	
		Top Finish	LBB	+oak on ash			
		Edge Finish	LBB	+oak on ash			
231	1	FTS10.3072LS			<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts			<i>Sell:</i>	\$206.48	\$206.48
					<i>Sell Discount %:</i>	71.00	
		Top Finish	LBB	+oak on ash			
		Edge Finish	LBB	+oak on ash			
232	1	FV2A2.30FR			<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D			<i>Sell:</i>	\$181.83	\$181.83
					<i>Sell Discount %:</i>	71.00	
		Surface Finish	MS	+metallic silver			

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Item	Qty.	Product	Unit	Extended
233	2	FV43H.WM1542H05L @OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash	List: \$2,310.00 Sell: \$669.90 Sell Discount %: 71.00	\$4,620.00 \$1,339.80
234	2	FV617.2N @Cast LED Light, use with 24 - 42 Wide Overhead	List: \$408.00 Sell: \$118.32 Sell Discount %: 71.00	\$816.00 \$236.64
235	2	FV618.42 @Cast LED Light, Valance 42 Wide Unit Valance Finish MS @metallic silver	List: \$590.00 Sell: \$171.10 Sell Discount %: 71.00	\$1,180.00 \$342.20
236	1	FV696.48 +Stiffener, 48W	List: \$96.00 Sell: \$27.84 Sell Discount %: 71.00	\$96.00 \$27.84
237	2	FV980V.WM3042T Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric 2I08 grasscloth taro	List: \$557.00 Sell: \$161.53 Sell Discount %: 71.00	\$1,114.00 \$323.06
238	1	L2PS.15241FFHK @Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike	List: \$1,981.00 Sell: \$629.96 Sell Discount %: 68.20	\$1,981.00 \$629.96
239	1	L2PS.15281BBFHK @Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike	List: \$2,217.00 Sell: \$705.01 Sell Discount %: 68.20	\$2,217.00 \$705.01
240	1	Y1113.48NL +Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W Finish LBB +oak on ash Edge Finish LBB +oak on ash	List: \$368.00 Sell: \$161.92 Sell Discount %: 56.00	\$368.00 \$161.92
241	1	Y1423.HA03 +Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit Finish MS @metallic silver	List: \$614.00 Sell: \$270.16 Sell Discount %: 56.00	\$614.00 \$270.16
242	1	Y1500.606	List: \$92.00	\$92.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$15,082.00	\$15,082.00
			<i>Sell:</i>	\$4,654.43
Alias 1: 138 OFFICE				
243	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 250 +key number 250		
244	1	FT199.	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i> \$28.13	\$28.13
			<i>Sell Discount %:</i> 71.00	
245	1	FT29B.2	<i>List:</i> \$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i> \$17.40	\$17.40
			<i>Sell Discount %:</i> 71.00	
246	1	FTS10.2454LS	<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	<i>Sell:</i> \$129.92	\$129.92
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
247	1	FTS10.3072LS	<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i> \$206.48	\$206.48
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
248	1	FV2A2.30FR	<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	<i>Sell:</i> \$181.83	\$181.83
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
249	2	FV43H.WM1542H05L	<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	<i>Sell:</i> \$669.90	\$1,339.80
			<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash		
250	2	FV617.2N	<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead	<i>Sell:</i> \$118.32	\$236.64
			<i>Sell Discount %:</i> 71.00	
251	2	FV618.42	<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit	<i>Sell:</i> \$171.10	\$342.20
			<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver		
252	1	FV696.48	<i>List:</i> \$96.00	\$96.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
253	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
254	1	L2PS.15241FFHK	2I08 grasscloth taro	<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material	M +metal		
		Case/Front Finish	LBB +oak on ash		
		Pull Finish	MS @metallic silver		
		Counterweight	CB +counterweight		
		Lock Option	KA +keyed alike		
255	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$705.01	\$705.01
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material	M +metal		
		Case/Front Finish	LBB +oak on ash		
		Pull Finish	MS @metallic silver		
		Counterweight	CB +counterweight		
		Lock Option	KA +keyed alike		
256	1	Y1113.48NL		<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W		<i>Sell:</i> \$161.92	\$161.92
				<i>Sell Discount %:</i> 56.00	
		Finish	LBB +oak on ash		
		Edge Finish	LBB +oak on ash		
257	1	Y1423.HA03		<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit		<i>Sell:</i> \$270.16	\$270.16
				<i>Sell Discount %:</i> 56.00	
		Finish	MS @metallic silver		
258	1	Y1500.606		<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l		<i>Sell:</i> \$40.48	\$40.48
				<i>Sell Discount %:</i> 56.00	
Subtotal:				<i>List:</i>	\$15,082.00
				<i>Sell:</i>	\$4,654.43

Alias 1: 139 OFFICE

259	4	1B2JK7-		<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series		<i>Sell:</i> \$3.40	\$13.60
				<i>Sell Discount %:</i> 66.00	
260	1	FT199.	Key Number 251 +key number 251	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough		<i>Sell:</i> \$28.13	\$28.13
				<i>Sell Discount %:</i> 71.00	
261	1	FT29B.2		<i>List:</i> \$60.00	\$60.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Surface Ganging Bracket,pair		<i>Sell:</i> \$17.40	\$17.40
				<i>Sell Discount %:</i> 71.00	
262	1	FTS10.2454LS		<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts		<i>Sell:</i> \$129.92	\$129.92
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
263	1	FTS10.3072LS		<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts		<i>Sell:</i> \$206.48	\$206.48
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
264	1	FV2A2.30FR		<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D		<i>Sell:</i> \$181.83	\$181.83
				<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver			
265	2	FV43H.WM1542H05L		<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock		<i>Sell:</i> \$669.90	\$1,339.80
				<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash			
266	2	FV617.2N		<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead		<i>Sell:</i> \$118.32	\$236.64
				<i>Sell Discount %:</i> 71.00	
267	2	FV618.42		<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit		<i>Sell:</i> \$171.10	\$342.20
				<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver			
268	1	FV696.48		<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
269	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
		2I08 grasscloth taro			
270	1	L2PS.15241FFHK		<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
271	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i>	\$705.01	\$705.01
			<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
272	1	Y1113.48NL	<i>List:</i>	\$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i>	\$161.92	\$161.92
			<i>Sell Discount %:</i>	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
273	1	Y1423.HA03	<i>List:</i>	\$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i>	\$270.16	\$270.16
			<i>Sell Discount %:</i>	56.00	
		Finish MS @metallic silver			
274	1	Y1500.606	<i>List:</i>	\$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i>	\$40.48	\$40.48
			<i>Sell Discount %:</i>	56.00	
Subtotal:				<i>List:</i>	\$15,082.00
				<i>Sell:</i>	\$4,654.43
Alias 1: 140 OFFICE					
275	4	1B2JK7-	<i>List:</i>	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i>	\$3.40	\$13.60
			<i>Sell Discount %:</i>	66.00	
		Key Number 252 +key number 252			
276	1	FT199.	<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i>	\$28.13	\$28.13
			<i>Sell Discount %:</i>	71.00	
277	1	FT29B.2	<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i>	\$17.40	\$17.40
			<i>Sell Discount %:</i>	71.00	
278	1	FTS10.2454LS	<i>List:</i>	\$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	<i>Sell:</i>	\$129.92	\$129.92
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
279	1	FTS10.3072LS	<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i>	\$206.48	\$206.48
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
280	1	FV2A2.30FR	<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	<i>Sell:</i>	\$181.83	\$181.83
			<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver			

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
281	2	FV43H.WM1542H05L @OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash	List: \$2,310.00 Sell: \$669.90 Sell Discount %: 71.00	\$4,620.00 \$1,339.80
282	2	FV617.2N @Cast LED Light, use with 24 - 42 Wide Overhead	List: \$408.00 Sell: \$118.32 Sell Discount %: 71.00	\$816.00 \$236.64
283	2	FV618.42 @Cast LED Light, Valance 42 Wide Unit Valance Finish MS @metallic silver	List: \$590.00 Sell: \$171.10 Sell Discount %: 71.00	\$1,180.00 \$342.20
284	1	FV696.48 +Stiffener, 48W	List: \$96.00 Sell: \$27.84 Sell Discount %: 71.00	\$96.00 \$27.84
285	2	FV980V.WM3042T Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric 2I08 grasscloth taro	List: \$557.00 Sell: \$161.53 Sell Discount %: 71.00	\$1,114.00 \$323.06
286	1	L2PS.15241FFHK @Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike	List: \$1,981.00 Sell: \$629.96 Sell Discount %: 68.20	\$1,981.00 \$629.96
287	1	L2PS.15281BBFHK @Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike	List: \$2,217.00 Sell: \$705.01 Sell Discount %: 68.20	\$2,217.00 \$705.01
288	1	Y1113.48NL +Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W Finish LBB +oak on ash Edge Finish LBB +oak on ash	List: \$368.00 Sell: \$161.92 Sell Discount %: 56.00	\$368.00 \$161.92
289	1	Y1423.HA03 +Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit Finish MS @metallic silver	List: \$614.00 Sell: \$270.16 Sell Discount %: 56.00	\$614.00 \$270.16
290	1	Y1500.606	List: \$92.00	\$92.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$15,082.00	\$15,082.00
			<i>Sell:</i>	\$4,654.43
Alias 1: 141 OFFICE				
291	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 253 +key number 253		
292	1	FT199.	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i> \$28.13	\$28.13
			<i>Sell Discount %:</i> 71.00	
293	1	FT29B.2	<i>List:</i> \$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i> \$17.40	\$17.40
			<i>Sell Discount %:</i> 71.00	
294	1	FTS10.2454LS	<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	<i>Sell:</i> \$129.92	\$129.92
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
295	1	FTS10.3072LS	<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i> \$206.48	\$206.48
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
296	1	FV2A2.30FR	<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	<i>Sell:</i> \$181.83	\$181.83
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
297	2	FV43H.WM1542H05L	<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	<i>Sell:</i> \$669.90	\$1,339.80
			<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash		
298	2	FV617.2N	<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead	<i>Sell:</i> \$118.32	\$236.64
			<i>Sell Discount %:</i> 71.00	
299	2	FV618.42	<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit	<i>Sell:</i> \$171.10	\$342.20
			<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver		
300	1	FV696.48	<i>List:</i> \$96.00	\$96.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
301	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
302	1	L2PS.15241FFHK	2I08 grasscloth taro	<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material	M +metal		
		Case/Front Finish	LBB +oak on ash		
		Pull Finish	MS @metallic silver		
		Counterweight	CB +counterweight		
		Lock Option	KA +keyed alike		
303	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$705.01	\$705.01
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material	M +metal		
		Case/Front Finish	LBB +oak on ash		
		Pull Finish	MS @metallic silver		
		Counterweight	CB +counterweight		
		Lock Option	KA +keyed alike		
304	1	Y1113.48NL		<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W		<i>Sell:</i> \$161.92	\$161.92
				<i>Sell Discount %:</i> 56.00	
		Finish	LBB +oak on ash		
		Edge Finish	LBB +oak on ash		
305	1	Y1423.HA03		<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit		<i>Sell:</i> \$270.16	\$270.16
				<i>Sell Discount %:</i> 56.00	
		Finish	MS @metallic silver		
306	1	Y1500.606		<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l		<i>Sell:</i> \$40.48	\$40.48
				<i>Sell Discount %:</i> 56.00	
Subtotal:				<i>List:</i>	\$15,082.00
				<i>Sell:</i>	\$4,654.43

Alias 1: 143 OFFICE

307	4	1B2JK7-		<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series		<i>Sell:</i> \$3.40	\$13.60
				<i>Sell Discount %:</i> 66.00	
		Key Number	254 +key number 254		
308	1	FT199.		<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough		<i>Sell:</i> \$28.13	\$28.13
				<i>Sell Discount %:</i> 71.00	
309	1	FT29B.2		<i>List:</i> \$60.00	\$60.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Surface Ganging Bracket,pair		<i>Sell:</i> \$17.40	\$17.40
				<i>Sell Discount %:</i> 71.00	
310	1	FTS10.2454LS		<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts		<i>Sell:</i> \$129.92	\$129.92
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
311	1	FTS10.3072LS		<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts		<i>Sell:</i> \$206.48	\$206.48
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
312	1	FV2A2.30FL		<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D		<i>Sell:</i> \$181.83	\$181.83
				<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver			
313	2	FV43H.WM1542H05L		<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock		<i>Sell:</i> \$669.90	\$1,339.80
				<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash			
314	2	FV617.2N		<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead		<i>Sell:</i> \$118.32	\$236.64
				<i>Sell Discount %:</i> 71.00	
315	2	FV618.42		<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit		<i>Sell:</i> \$171.10	\$342.20
				<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver			
316	1	FV696.48		<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
317	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
		2I08 grasscloth taro			
318	1	L2PS.15241FFHK		<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
319	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i>	\$705.01	\$705.01
			<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
320	1	Y1113.48NL	<i>List:</i>	\$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i>	\$161.92	\$161.92
			<i>Sell Discount %:</i>	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
321	1	Y1423.HA03	<i>List:</i>	\$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i>	\$270.16	\$270.16
			<i>Sell Discount %:</i>	56.00	
		Finish MS @metallic silver			
322	1	Y1500.606	<i>List:</i>	\$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i>	\$40.48	\$40.48
			<i>Sell Discount %:</i>	56.00	
Subtotal:				<i>List:</i>	\$15,082.00
				<i>Sell:</i>	\$4,654.43
Alias 1: 144 OFFICE					
323	4	1B2JK7-	<i>List:</i>	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i>	\$3.40	\$13.60
			<i>Sell Discount %:</i>	66.00	
		Key Number 255 +key number 255			
324	1	FT199.	<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i>	\$28.13	\$28.13
			<i>Sell Discount %:</i>	71.00	
325	1	FT29B.2	<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i>	\$17.40	\$17.40
			<i>Sell Discount %:</i>	71.00	
326	1	FTS10.2454LS	<i>List:</i>	\$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	<i>Sell:</i>	\$129.92	\$129.92
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
327	1	FTS10.3072LS	<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i>	\$206.48	\$206.48
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
328	1	FV2A2.30FL	<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	<i>Sell:</i>	\$181.83	\$181.83
			<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver			

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
329	2	FV43H.WM1542H05L			
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	List:	\$2,310.00	\$4,620.00
			Sell:	\$669.90	\$1,339.80
			Sell Discount %:	71.00	
		Lock Option KA @keyed alike			
		Case/Edge Finish LBB +oak on ash			
		Door/Edge Finish LBB +oak on ash			
		Top/Edge Finish LBB +oak on ash			
330	2	FV617.2N			
		@Cast LED Light, use with 24 - 42 Wide Overhead	List:	\$408.00	\$816.00
			Sell:	\$118.32	\$236.64
			Sell Discount %:	71.00	
331	2	FV618.42			
		@Cast LED Light, Valance 42 Wide Unit	List:	\$590.00	\$1,180.00
			Sell:	\$171.10	\$342.20
			Sell Discount %:	71.00	
		Valance Finish MS @metallic silver			
332	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
333	2	FV980V.WM3042T			
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	List:	\$557.00	\$1,114.00
			Sell:	\$161.53	\$323.06
			Sell Discount %:	71.00	
		2I08 grasscloth taro			
334	1	L2PS.15241FFHK			
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull	List:	\$1,981.00	\$1,981.00
			Sell:	\$629.96	\$629.96
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
335	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$2,217.00
			Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
336	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
337	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
338	1	Y1500.606			
			List:	\$92.00	\$92.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$15,082.00	\$15,082.00
			<i>Sell:</i>	\$4,654.43
Alias 1: 145 OFFICE				
339	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 256 +key number 256		
340	1	FT199.	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i> \$28.13	\$28.13
			<i>Sell Discount %:</i> 71.00	
341	1	FT29B.2	<i>List:</i> \$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i> \$17.40	\$17.40
			<i>Sell Discount %:</i> 71.00	
342	1	FTS10.2454LS	<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts	<i>Sell:</i> \$129.92	\$129.92
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
343	1	FTS10.3072LS	<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i> \$206.48	\$206.48
			<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
344	1	FV2A2.30FL	<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	<i>Sell:</i> \$181.83	\$181.83
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
345	2	FV43H.WM1542H05L	<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock	<i>Sell:</i> \$669.90	\$1,339.80
			<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash		
346	2	FV617.2N	<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead	<i>Sell:</i> \$118.32	\$236.64
			<i>Sell Discount %:</i> 71.00	
347	2	FV618.42	<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit	<i>Sell:</i> \$171.10	\$342.20
			<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver		
348	1	FV696.48	<i>List:</i> \$96.00	\$96.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
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Item	Qty.	Product	Unit	Extended
		+Stiffener, 48W	<i>Sell:</i> \$27.84	\$27.84
			<i>Sell Discount %:</i> 71.00	
349	2	FV980V.WM3042T	<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric	<i>Sell:</i> \$161.53	\$323.06
			<i>Sell Discount %:</i> 71.00	
350	1	L2PS.15241FFHK	<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$629.96	\$629.96
			<i>Sell Discount %:</i> 68.20	
		2I08 grasscloth taro		
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
351	1	L2PS.15281BBFHK	<i>List:</i> \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$705.01	\$705.01
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
352	1	Y1113.48NL	<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i> \$161.92	\$161.92
			<i>Sell Discount %:</i> 56.00	
		Finish LBB +oak on ash		
		Edge Finish LBB +oak on ash		
353	1	Y1423.HA03	<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i> \$270.16	\$270.16
			<i>Sell Discount %:</i> 56.00	
		Finish MS @metallic silver		
354	1	Y1500.606	<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$15,082.00	
			<i>Sell:</i> \$4,654.43	

Alias 1: 146 OFFICE

355	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 257 +key number 257		
356	1	FT199.	<i>List:</i> \$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i> \$28.13	\$28.13
			<i>Sell Discount %:</i> 71.00	
357	1	FT29B.2	<i>List:</i> \$60.00	\$60.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		+Surface Ganging Bracket,pair		<i>Sell:</i> \$17.40	\$17.40
				<i>Sell Discount %:</i> 71.00	
358	1	FTS10.2454LS		<i>List:</i> \$448.00	\$448.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 54W, No Brkts		<i>Sell:</i> \$129.92	\$129.92
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
359	1	FTS10.3072LS		<i>List:</i> \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts		<i>Sell:</i> \$206.48	\$206.48
				<i>Sell Discount %:</i> 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
360	1	FV2A2.30FL		<i>List:</i> \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D		<i>Sell:</i> \$181.83	\$181.83
				<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver			
361	2	FV43H.WM1542H05L		<i>List:</i> \$2,310.00	\$4,620.00
		@OH Stg Cabinet, Hinged Doors,wall mount,15" h,42" w,high-pressure lam case & dr,3/8" high-pressure lam thin top,lock		<i>Sell:</i> \$669.90	\$1,339.80
				<i>Sell Discount %:</i> 71.00	
		Lock Option KA @keyed alike Case/Edge Finish LBB +oak on ash Door/Edge Finish LBB +oak on ash Top/Edge Finish LBB +oak on ash			
362	2	FV617.2N		<i>List:</i> \$408.00	\$816.00
		@Cast LED Light, use with 24 - 42 Wide Overhead		<i>Sell:</i> \$118.32	\$236.64
				<i>Sell Discount %:</i> 71.00	
363	2	FV618.42		<i>List:</i> \$590.00	\$1,180.00
		@Cast LED Light, Valance 42 Wide Unit		<i>Sell:</i> \$171.10	\$342.20
				<i>Sell Discount %:</i> 71.00	
		Valance Finish MS @metallic silver			
364	1	FV696.48		<i>List:</i> \$96.00	\$96.00
		+Stiffener, 48W		<i>Sell:</i> \$27.84	\$27.84
				<i>Sell Discount %:</i> 71.00	
365	2	FV980V.WM3042T		<i>List:</i> \$557.00	\$1,114.00
		Vary Easy Tackboard, wall mount, 30" high, 42" wide, tackable fabric		<i>Sell:</i> \$161.53	\$323.06
				<i>Sell Discount %:</i> 71.00	
		2I08 grasscloth taro			
366	1	L2PS.15241FFHK		<i>List:</i> \$1,981.00	\$1,981.00
		@Surface-Attached Pedestal,15" w,24" d,base,FF,high-pressure lam w/ thermo edge,bar pull		<i>Sell:</i> \$629.96	\$629.96
				<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
367	1	L2PS.15281BBFHK		<i>List:</i> \$2,217.00	\$2,217.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$705.01	\$705.01
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
368	1	Y1113.48NL	<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i> \$161.92	\$161.92
			<i>Sell Discount %:</i> 56.00	
		Finish LBB +oak on ash		
		Edge Finish LBB +oak on ash		
369	1	Y1423.HA03	<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i> \$270.16	\$270.16
			<i>Sell Discount %:</i> 56.00	
		Finish MS @metallic silver		
370	1	Y1500.606	<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$15,082.00	\$15,082.00
			<i>Sell:</i>	\$4,654.43
Alias 1: 151 OPEN OFFICE				
371	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 258 +key number 258		
372	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 259 +key number 259		
373	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 260 +key number 260		
374	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 261 +key number 261		
375	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 262 +key number 262		
376	3	1B2JK7-	<i>List:</i> \$10.00	\$30.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$10.20
			<i>Sell Discount %:</i> 66.00	
		Key Number 263 +key number 263		

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Item	Qty.	Product		Unit	Extended
377	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 264 +key number 264			
378	3	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$30.00
			Sell:	\$3.40	\$10.20
			Sell Discount %:	66.00	
		Key Number 265 +key number 265			
379	16	FT110.6824N			
		+Frame,Base Covers, no knockouts 68H 24W	List:	\$308.00	\$4,928.00
			Sell:	\$89.32	\$1,429.12
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
380	8	FT110.6830J			
		+Frame,Base Covers, Pwr/Data knockouts 68H 30W	List:	\$339.00	\$2,712.00
			Sell:	\$98.31	\$786.48
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
381	12	FT110.6830N			
		+Frame,Base Covers, no knockouts 68H 30W	List:	\$323.00	\$3,876.00
			Sell:	\$93.67	\$1,124.04
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
382	8	FT110.6848J			
		+Frame,Base Covers, Pwr/Data knockouts 68H 48W	List:	\$399.00	\$3,192.00
			Sell:	\$115.71	\$925.68
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
383	4	FT110.6848N			
		+Frame,Base Covers, no knockouts 68H 48W	List:	\$379.00	\$1,516.00
			Sell:	\$109.91	\$439.64
			Sell Discount %:	71.00	
		Base Finish MS +metallic silver			
384	16	FT112.24AP			
		+Frame Top Cap,Standard Ptd 24W	List:	\$43.00	\$688.00
			Sell:	\$12.47	\$199.52
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
385	20	FT112.30AP			
		+Frame Top Cap,Standard Ptd 30W	List:	\$46.00	\$920.00
			Sell:	\$13.34	\$266.80
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
386	12	FT112.48AP			
		+Frame Top Cap,Standard Ptd 48W	List:	\$62.00	\$744.00
			Sell:	\$17.98	\$215.76
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
387	8	FT121.257			
		+Conn 90,Universal,2way,90 deg-for 53H frames and higher	List:	\$131.00	\$1,048.00
			Sell:	\$37.99	\$303.92
			Sell Discount %:	71.00	
388	4	FT121.357			
			List:	\$148.00	\$592.00

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Item	Qty.	Product	Unit	Extended
		+Conn 90,Universal,3way-for 53H frames and higher	<i>Sell:</i> \$42.92	\$171.68
			<i>Sell Discount %:</i> 71.00	
389	2	FT121.457	<i>List:</i> \$166.00	\$332.00
		+Conn 90,Universal,4way-for 53H frames and higher	<i>Sell:</i> \$48.14	\$96.28
			<i>Sell Discount %:</i> 71.00	
390	4	FT123.168BP	<i>List:</i> \$78.00	\$312.00
		+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 68H	<i>Sell:</i> \$22.62	\$90.48
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
391	8	FT123.268BP	<i>List:</i> \$96.00	\$768.00
		+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 68H	<i>Sell:</i> \$27.84	\$222.72
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
392	8	FT126.2AP	<i>List:</i> \$45.00	\$360.00
		+Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd	<i>Sell:</i> \$13.05	\$104.40
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
393	2	FT126.3AP	<i>List:</i> \$45.00	\$90.00
		+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd	<i>Sell:</i> \$13.05	\$26.10
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
394	2	FT126.4AP	<i>List:</i> \$45.00	\$90.00
		+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd	<i>Sell:</i> \$13.05	\$26.10
			<i>Sell Discount %:</i> 71.00	
		Surface Finish MS +metallic silver		
395	24	FT128.68	<i>List:</i> \$47.00	\$1,128.00
		+Connection Hardware, Frame-to-Frame 68H	<i>Sell:</i> \$13.63	\$327.12
			<i>Sell Discount %:</i> 71.00	
396	2	FT143.68E	<i>List:</i> \$1,230.00	\$2,460.00
		+Ceiling Power Entry,Conn,4-circ pwr,connects in base 68H	<i>Sell:</i> \$356.70	\$713.40
			<i>Sell Discount %:</i> 71.00	
		Wiring Type LZ +PVC-free		
		Finish MS +metallic silver		
397	8	FT150.30	<i>List:</i> \$185.00	\$1,480.00
		+Base Power Harness 30W	<i>Sell:</i> \$53.65	\$429.20
			<i>Sell Discount %:</i> 71.00	
		Wiring Type LZ +PVC-free		
398	8	FT150.48	<i>List:</i> \$214.00	\$1,712.00
		+Base Power Harness 48W	<i>Sell:</i> \$62.06	\$496.48
			<i>Sell Discount %:</i> 71.00	
		Wiring Type LZ +PVC-free		
399	2	FT151.	<i>List:</i> \$43.00	\$86.00
		+Power Harness Extender	<i>Sell:</i> \$12.47	\$24.94
			<i>Sell Discount %:</i> 71.00	

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Item	Qty.	Product	Pricing Valid for 30 Days				Unit	Extended	
400	2	FT155.A					List:	\$254.00	\$508.00
		+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg					Sell:	\$73.66	\$147.32
							Sell Discount %:	71.00	
		Finish	CL	+cool grey neutral					
401	2	FT155.B					List:	\$254.00	\$508.00
		+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg					Sell:	\$73.66	\$147.32
							Sell Discount %:	71.00	
		Finish	CL	+cool grey neutral					
402	12	FT160.68BP					List:	\$102.00	\$1,224.00
		+Finished End,Base Cover Ptd 68H					Sell:	\$29.58	\$354.96
							Sell Discount %:	71.00	
		Surface Finish	MS	+metallic silver					
403	16	FT170.3024T					List:	\$187.00	\$2,992.00
		+Lower Tile, Tackable Fabric 30H 24W					Sell:	\$54.23	\$867.68
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					
404	16	FT170.3030T					List:	\$196.00	\$3,136.00
		+Lower Tile, Tackable Fabric 30H 30W					Sell:	\$56.84	\$909.44
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					
405	16	FT180.6324T					List:	\$258.00	\$4,128.00
		+Tile,Full-Height,Tackable Fabric 63H 24W					Sell:	\$74.82	\$1,197.12
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					
406	24	FT180.6330T					List:	\$285.00	\$6,840.00
		+Tile,Full-Height,Tackable Fabric 63H 30W					Sell:	\$82.65	\$1,983.60
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					
407	24	FT180.6348T					List:	\$411.00	\$9,864.00
		+Tile,Full-Height,Tackable Fabric 63H 48W					Sell:	\$119.19	\$2,860.56
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					
408	16	FT181.3324T					List:	\$189.00	\$3,024.00
		+Upper Tile, Tackable Fabric 33H 24W					Sell:	\$54.81	\$876.96
							Sell Discount %:	71.00	
		Horizontal Bead Finish	MS	+metallic silver					

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Item	Qty.	Product			Unit	Extended
409	16	FT181.3330T				
		+Upper Tile, Tackable Fabric 33H 30W				
					List:	\$203.00 \$3,248.00
					Sell:	\$58.87 \$941.92
					Sell Discount %:	71.00
		Horizontal Bead Finish MS +metallic silver				
		Surface Finish 2I +grasscloth-Pr Cat 1				
		2I_Colors 08 +grasscloth taro				
410	4	FT290.24L			List:	\$48.00 \$192.00
		+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd			Sell:	\$13.92 \$55.68
					Sell Discount %:	71.00
		Finish MS +metallic silver				
411	4	FT290.24R			List:	\$48.00 \$192.00
		+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd			Sell:	\$13.92 \$55.68
					Sell Discount %:	71.00
		Finish MS +metallic silver				
412	8	FT290.30L			List:	\$57.00 \$456.00
		+Surface Cantilever, for 30"- deep surface,lft-hnd			Sell:	\$16.53 \$132.24
					Sell Discount %:	71.00
		Finish MS +metallic silver				
413	8	FT290.30R			List:	\$57.00 \$456.00
		+Surface Cantilever, for 30"- deep surface,rt-hnd			Sell:	\$16.53 \$132.24
					Sell Discount %:	71.00
		Finish MS +metallic silver				
414	8	FT29B.2			List:	\$60.00 \$480.00
		+Surface Ganging Bracket,pair			Sell:	\$17.40 \$139.20
					Sell Discount %:	71.00
415	8	FTS10.2430LF			List:	\$319.00 \$2,552.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 30W, Frame Atch			Sell:	\$92.51 \$740.08
					Sell Discount %:	71.00
		Top Finish LBB +oak on ash				
		Edge Finish LBB +oak on ash				
416	8	FTS10.3096LF			List:	\$994.00 \$7,952.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 96W, Frame Atch			Sell:	\$288.26 \$2,306.08
					Sell Discount %:	71.00
		Top Finish LBB +oak on ash				
		Edge Finish LBB +oak on ash				
417	8	GNBR.84			List:	\$305.00 \$2,440.00
		@Beams, Rectangular Primary 84W			Sell:	\$143.35 \$1,146.80
					Sell Discount %:	53.00
		Finish CL +cool grey neutral				
418	8	GNHOF.			List:	\$79.00 \$632.00
		+Hardware Pack, Fxd Surfaces,rect primary (84"w & above)			Sell:	\$37.13 \$297.04
					Sell Discount %:	53.00
419	4	GNLFEN.60			List:	\$522.00 \$2,088.00
		+Engage Leg, Desk End, Double, Fixed Hgt 60D			Sell:	\$245.34 \$981.36
					Sell Discount %:	53.00
		Leg Finish MS +metallic silver				

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Item	Qty.	Product				Unit	Extended
420	2	GNLFSN.60					
		+Engage Leg, Intermediate Desk, Fixed Hgt 60D					
					List:	\$538.00	\$1,076.00
					Sell:	\$252.86	\$505.72
					Sell Discount %:	53.00	
		Leg Finish MS +metallic silver					
421	4	GNTPA.6084FL					
		+Project Table, Rect, Access Cut-out, Non-Sliding, Lam Top/Thermo Edge 60D 84W					
					List:	\$1,218.00	\$4,872.00
					Sell:	\$572.46	\$2,289.84
					Sell Discount %:	53.00	
		Surface Finish LBB +oak on ash					
		Edge Finish LBB +oak on ash					
422	4	GNWD.84					
		+Wire Management Tray, Double 84W					
					List:	\$266.00	\$1,064.00
					Sell:	\$125.02	\$500.08
					Sell Discount %:	53.00	
		Finish MS +metallic silver					
423	8	LK10D.24FF					
		+Ped Bar Pull, Freestd, Ptd Mtl Frnt, 24D F/F					
					List:	\$976.00	\$7,808.00
					Sell:	\$310.37	\$2,482.96
					Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing					
		Paint/Steel Type XS +textured paint on smooth steel					
		Surface Finish G1 +graphite					
		Lock KA +keyed alike					
		Pull Finish MS +metallic silver					
		Base Height 2F +raised height					
		Drawer Interior 1M +2 file converters in each file drawer					
424	4	LK310D.68LS					
		+Stg Twr, Bar Pull, Sd Fcng Bckcase, Ptd Mtl Frnt, Wdrb Lft, B/B/F 68H					
					List:	\$3,819.00	\$15,276.00
					Sell:	\$1,214.44	\$4,857.76
					Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing					
		Paint/Steel Type XS +textured paint on smooth steel					
		Surface Finish G1 +graphite					
		Lock KA +keyed alike					
		Pull Finish MS +metallic silver					
		Wardrobe Interior CR +coat rod					
		Drawer Interior 3M +drawer divider in one box drawer, pencil tray in one box drawer, 2 file conve					
425	4	LK310D.68RS					
		+Stg Twr, Bar Pull, Sd Fcng Bckcase, Ptd Mtl Frnt, Wdrb Rt, B/B/F 68H					
					List:	\$3,819.00	\$15,276.00
					Sell:	\$1,214.44	\$4,857.76
					Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing					
		Paint/Steel Type XS +textured paint on smooth steel					
		Surface Finish G1 +graphite					
		Lock KA +keyed alike					
		Pull Finish MS +metallic silver					
		Wardrobe Interior CR +coat rod					
		Drawer Interior 3M +drawer divider in one box drawer, pencil tray in one box drawer, 2 file conve					
426	4	Y1425.IA03					
		+Logic G1000 Grom Mtd Electrical Distributor, 4 simplex receptacles, 1 pwr USB A/C Combo, pwr cord w/ plug end, 3' cord/conduit					
					List:	\$1,011.00	\$4,044.00
					Sell:	\$444.84	\$1,779.36
					Sell Discount %:	56.00	
		Finish MS @metallic silver					
427	2	Y1425.IA06					
		+Logic G1000 Grom Mtd Electrical Distributor, 4 simplex receptacles, 1 pwr USB A/C Combo, pwr cord w/ plug end, 6' cord/conduit					
					List:	\$1,011.00	\$2,022.00
					Sell:	\$444.84	\$889.68
					Sell Discount %:	56.00	

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Item	Qty.	Product	Finish	MS	@metallic silver		Unit	Extended
428	2	Y1425.IA10				<i>List:</i>	\$1,028.00	\$2,056.00
		+Logic G1000 Grom Mtd Electrical Distributor,4 simplex receptacles, 1 pwr USB				<i>Sell:</i>	\$452.32	\$904.64
		A/C Combo,pwr cord w/ plug end,10' cord/conduit				<i>Sell Discount %:</i>	56.00	
429	2	Y1500.606	Finish	MS	@metallic silver	<i>List:</i>	\$92.00	\$184.00
		+Pwr Plug Strip,6 AC outlets,6' l				<i>Sell:</i>	\$40.48	\$80.96
						<i>Sell Discount %:</i>	56.00	
Subtotal:							<i>List:</i>	\$135,864.00
							<i>Sell:</i>	\$43,923.50
Alias 1: 155 LRG CONF								
430	2	1B2JK7-				<i>List:</i>	\$10.00	\$20.00
		+Lock Plug and Key,Chrome UM Series				<i>Sell:</i>	\$3.40	\$6.80
						<i>Sell Discount %:</i>	66.00	
431	1	DP1BCS.248120LLBRL	Key Number	266	+key number 266	<i>List:</i>	\$8,466.00	\$8,466.00
		+Headway Boat Shape, Cabinet-Base, Seated Ht Table,sq-edge,28.5" h,48"				<i>Sell:</i>	\$2,624.46	\$2,624.46
		d,120" w,high-pressure lam top/thermoplastic edge,high-pressure lam dr				<i>Sell Discount %:</i>	69.00	
		Integration for Cutout #1	TB		+cutout for technology bucket			
		Integration for Cutout #2	TB		+cutout for technology bucket			
		Top Finish	LBB		+oak on ash			
		Edge Finish	LBB		+oak on ash			
		Table Cabinet Door Finish	LBB		+oak on ash			
		Cabinet Door Edge Finish	LBB		+oak on ash			
		Inner Cabinet Leg Finish	MS		+metallic silver			
		Leg Mounting Panel in Leg	N		+no panel in bases			
		Surface Wire Management	T		+trough			
432	2	DP5B.				<i>List:</i>	\$702.00	\$1,404.00
		+Tech Bucket				<i>Sell:</i>	\$217.62	\$435.24
						<i>Sell Discount %:</i>	69.00	
433	2	DP6B.B15	Lid Finish	G1	+graphite	<i>List:</i>	\$1,420.00	\$2,840.00
		+Pwr Mod for Tech Bucket,4 AC simplex recptacles, 4 USB (2 Type-A, 2 Type C),15' l				<i>Sell:</i>	\$440.20	\$880.40
						<i>Sell Discount %:</i>	69.00	
434	1	L2ST.072246				<i>List:</i>	\$613.00	\$613.00
		+Stg Top, 1-1/4 Lam, 72W 24D				<i>Sell:</i>	\$194.93	\$194.93
						<i>Sell Discount %:</i>	68.20	
435	2	SA879352	Surface Finish	LBB	@oak on ash	<i>List:</i>	\$2,191.00	\$4,382.00
		Extended Width Surface-Attached Pedestal				<i>Sell:</i>	\$696.74	\$1,393.48
						<i>Sell Discount %:</i>	68.20	
Standard Product Reference:L2EW.36241DSHKLBBMSNOKA								
Modified Product Reference::L2EW.36301DSLK								
Deviation::Height								
Height:30*:30.00" high exact								
Released for Production:T:true								
Width:36:36" wide								
Depth:24:24" deep								
Base/Foot Height:1:base								

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Item	Qty.	Product	Unit	Extended
Configuration:DS:doors with shelf Case/Front Material:H:high-pressure laminate with thermoplastic edge Pull Type:K:bar pull Case/Front Finish:LBB:oak on ash Pull Finish:MS:metallic silver Counterweight:NO:no counterweight Lock Option:KA:keyed alike				
Subtotal:				List: \$17,725.00 Sell: \$5,535.31
Alias 1: 156 OFFICE				
436	4	1B2JK7-		
		+Lock Plug and Key,Chrome UM Series	List: \$10.00	\$40.00
			Sell: \$3.40	\$13.60
			Sell Discount %: 66.00	
		Key Number 267 +key number 267		
Subtotal:				List: \$40.00 Sell: \$13.60
Alias 1: 156 OFFICE				
437	1	FT199.		
		+Cable Management Trough	List: \$97.00	\$97.00
			Sell: \$28.13	\$28.13
			Sell Discount %: 71.00	
438	1	FT29B.2		
		+Surface Ganging Bracket,pair	List: \$60.00	\$60.00
			Sell: \$17.40	\$17.40
			Sell Discount %: 71.00	
439	1	FTS10.2442LS		
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	List: \$332.00	\$332.00
			Sell: \$96.28	\$96.28
			Sell Discount %: 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
440	1	FTS10.3072LS		
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	List: \$712.00	\$712.00
			Sell: \$206.48	\$206.48
			Sell Discount %: 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
441	1	FV2A2.24FR		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	List: \$598.00	\$598.00
			Sell: \$173.42	\$173.42
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
442	1	FV2A2.30FR		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	List: \$627.00	\$627.00
			Sell: \$181.83	\$181.83
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
443	1	FV696.48		
		+Stiffener, 48W	List: \$96.00	\$96.00
			Sell: \$27.84	\$27.84
			Sell Discount %: 71.00	
444	1	L2PS.15281BBFHK		
			List: \$2,217.00	\$2,217.00

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Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i>	\$705.01	\$705.01
			<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
445	1	LK300D.68RR	<i>List:</i>	\$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H	<i>Sell:</i>	\$1,147.98	\$1,147.98
			<i>Sell Discount %:</i>	68.20	
		Slides SB +full-extension ball-bearing			
		Paint/Steel Type XS +textured paint on smooth steel			
		Surface Finish G1 +graphite			
		Lock KA +keyed alike			
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
446	1	Y1113.48NL	<i>List:</i>	\$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i>	\$161.92	\$161.92
			<i>Sell Discount %:</i>	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
447	1	Y1423.HA03	<i>List:</i>	\$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i>	\$270.16	\$270.16
			<i>Sell Discount %:</i>	56.00	
		Finish MS @metallic silver			
448	1	Y1500.606	<i>List:</i>	\$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i>	\$40.48	\$40.48
			<i>Sell Discount %:</i>	56.00	
Subtotal:				<i>List:</i>	\$9,423.00
				<i>Sell:</i>	\$3,056.93
Alias 1: 157 OFFICE					
449	4	1B2JK7-	<i>List:</i>	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i>	\$3.40	\$13.60
			<i>Sell Discount %:</i>	66.00	
		Key Number 268 +key number 268			
450	1	FT199.	<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough	<i>Sell:</i>	\$28.13	\$28.13
			<i>Sell Discount %:</i>	71.00	
451	1	FT29B.2	<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair	<i>Sell:</i>	\$17.40	\$17.40
			<i>Sell Discount %:</i>	71.00	
452	1	FTS10.2442LS	<i>List:</i>	\$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	<i>Sell:</i>	\$96.28	\$96.28
			<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
453	1	FTS10.3072LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	List:	\$712.00	\$712.00
			Sell:	\$206.48	\$206.48
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
454	1	FV2A2.24FR			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	List:	\$598.00	\$598.00
			Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
455	1	FV2A2.30FR			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	List:	\$627.00	\$627.00
			Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
456	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
457	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo	List:	\$2,217.00	\$2,217.00
		edge,bar pull	Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
458	1	LK300D.68RR			
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H	List:	\$3,610.00	\$3,610.00
			Sell:	\$1,147.98	\$1,147.98
			Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing			
		Paint/Steel Type XS +textured paint on smooth steel			
		Surface Finish G1 +graphite			
		Lock KA +keyed alike			
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
459	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
460	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr	List:	\$614.00	\$614.00
		USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
461	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$9,463.00
				Sell:	\$3,070.53

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
Alias 1: 158 OFFICE				
462	4	1B2JK7-		
		+Lock Plug and Key,Chrome UM Series	List: \$10.00	\$40.00
			Sell: \$3.40	\$13.60
			Sell Discount %: 66.00	
		Key Number 269 +key number 269		
463	1	FT199.	List: \$97.00	\$97.00
		+Cable Management Trough	Sell: \$28.13	\$28.13
			Sell Discount %: 71.00	
464	1	FT29B.2	List: \$60.00	\$60.00
		+Surface Ganging Bracket,pair	Sell: \$17.40	\$17.40
			Sell Discount %: 71.00	
465	1	FTS10.2442LS	List: \$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	Sell: \$96.28	\$96.28
			Sell Discount %: 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
466	1	FTS10.3072LS	List: \$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	Sell: \$206.48	\$206.48
			Sell Discount %: 71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
467	1	FV2A2.24FL	List: \$598.00	\$598.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	Sell: \$173.42	\$173.42
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
468	1	FV2A2.30FL	List: \$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	Sell: \$181.83	\$181.83
			Sell Discount %: 71.00	
		Surface Finish MS +metallic silver		
469	1	FV696.48	List: \$96.00	\$96.00
		+Stiffener, 48W	Sell: \$27.84	\$27.84
			Sell Discount %: 71.00	
470	1	L2PS.15281BBFHK	List: \$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	Sell: \$705.01	\$705.01
			Sell Discount %: 68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike		
471	1	LK300D.68LR	List: \$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H	Sell: \$1,147.98	\$1,147.98
			Sell Discount %: 68.20	
		Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish G1 +graphite Lock KA +keyed alike		

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811

Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
472	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W			
			List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
473	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr			
		USB A/C Combo,pwr cord w/ plug end,3' cord/conduit			
			List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
474	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l			
			List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$9,463.00
				Sell:	\$3,070.53
Alias 1: 159 OFFICE					
475	4	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series			
			List:	\$10.00	\$40.00
			Sell:	\$3.40	\$13.60
			Sell Discount %:	66.00	
		Key Number 270 +key number 270			
476	1	FT199.			
		+Cable Management Trough			
			List:	\$97.00	\$97.00
			Sell:	\$28.13	\$28.13
			Sell Discount %:	71.00	
477	1	FT29B.2			
		+Surface Ganging Bracket,pair			
			List:	\$60.00	\$60.00
			Sell:	\$17.40	\$17.40
			Sell Discount %:	71.00	
478	1	FTS10.2442LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts			
			List:	\$332.00	\$332.00
			Sell:	\$96.28	\$96.28
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
479	1	FTS10.3072LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts			
			List:	\$712.00	\$712.00
			Sell:	\$206.48	\$206.48
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
480	1	FV2A2.24FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D			
			List:	\$598.00	\$598.00
			Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
481	1	FV2A2.30FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D			
			List:	\$627.00	\$627.00
			Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			

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OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
482	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
483	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$2,217.00
			Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
484	1	LK300D.68LR			
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H	List:	\$3,610.00	\$3,610.00
			Sell:	\$1,147.98	\$1,147.98
			Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing			
		Paint/Steel Type XS +textured paint on smooth steel			
		Surface Finish G1 +graphite			
		Lock KA +keyed alike			
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
485	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
486	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
487	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$9,463.00
				Sell:	\$3,070.53
Alias 1: 161 HUDDLE					
488	1	ET125SLNG			
		@Eames Conference Table,Round,Segmented Base,Laminate Top/Vinyl Edge,No Grommet,28-1/2H 60Dia	List:	\$3,158.00	\$3,158.00
			Sell:	\$915.82	\$915.82
			Sell Discount %:	71.00	
		Top Finish 91 +white			
		Edge Finish 91 +white			
		Column Finish MS +metallic silver			
		Base Finish MS +metallic silver			
		Castors/Glides G +glides			
Subtotal:				List:	\$3,158.00
				Sell:	\$915.82
Alias 1: 162 OFFICE					
489	4	1B2JK7-			
			List:	\$10.00	\$40.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
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Item	Qty.	Product				Unit	Extended
		+Lock Plug and Key,Chrome UM Series			<i>Sell:</i>	\$3.40	\$13.60
					<i>Sell Discount %:</i>	66.00	
		Key Number 271 +key number 271					
490	1	FT199.			<i>List:</i>	\$97.00	\$97.00
		+Cable Management Trough			<i>Sell:</i>	\$28.13	\$28.13
					<i>Sell Discount %:</i>	71.00	
491	1	FT29B.2			<i>List:</i>	\$60.00	\$60.00
		+Surface Ganging Bracket,pair			<i>Sell:</i>	\$17.40	\$17.40
					<i>Sell Discount %:</i>	71.00	
492	1	FTS10.2442LS			<i>List:</i>	\$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts			<i>Sell:</i>	\$96.28	\$96.28
					<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash					
493	1	FTS10.3072LS			<i>List:</i>	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts			<i>Sell:</i>	\$206.48	\$206.48
					<i>Sell Discount %:</i>	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash					
494	1	FV2A2.24FL			<i>List:</i>	\$598.00	\$598.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D			<i>Sell:</i>	\$173.42	\$173.42
					<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver					
495	1	FV2A2.30FL			<i>List:</i>	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D			<i>Sell:</i>	\$181.83	\$181.83
					<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver					
496	1	FV696.48			<i>List:</i>	\$96.00	\$96.00
		+Stiffener, 48W			<i>Sell:</i>	\$27.84	\$27.84
					<i>Sell Discount %:</i>	71.00	
497	1	L2PS.15281BBFHK			<i>List:</i>	\$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull			<i>Sell:</i>	\$705.01	\$705.01
					<i>Sell Discount %:</i>	68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike					
498	1	LK300D.68LR			<i>List:</i>	\$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H			<i>Sell:</i>	\$1,147.98	\$1,147.98
					<i>Sell Discount %:</i>	68.20	
		Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish G1 +graphite Lock KA +keyed alike Pull Finish MS +metallic silver Wardrobe Interior CR +coat rod Drawer Interior 1M +2 file converters in each file drawer					

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OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
499	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash Edge Finish LBB +oak on ash			
500	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr	List:	\$614.00	\$614.00
		USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
501	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$9,463.00
				Sell:	\$3,070.53
Alias 1: 163 OFFCE					
502	1	FT199.			
		+Cable Management Trough	List:	\$97.00	\$97.00
			Sell:	\$28.13	\$28.13
			Sell Discount %:	71.00	
503	1	FT29B.2			
		+Surface Ganging Bracket,pair	List:	\$60.00	\$60.00
			Sell:	\$17.40	\$17.40
			Sell Discount %:	71.00	
504	1	FTS10.2442LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	List:	\$332.00	\$332.00
			Sell:	\$96.28	\$96.28
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
505	1	FTS10.3072LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	List:	\$712.00	\$712.00
			Sell:	\$206.48	\$206.48
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
506	1	FV2A2.24FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	List:	\$598.00	\$598.00
			Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
507	1	FV2A2.30FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	List:	\$627.00	\$627.00
			Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
508	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
509	1	L2PS.15281BBFHK			
			List:	\$2,217.00	\$2,217.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>Sell:</i> \$705.01	\$705.01
			<i>Sell Discount %:</i> 68.20	
		Interior Drawer Material M +metal		
		Case/Front Finish LBB +oak on ash		
		Pull Finish MS @metallic silver		
		Counterweight CB +counterweight		
		Lock Option KA +keyed alike		
510	1	LK300D.68LR	<i>List:</i> \$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H	<i>Sell:</i> \$1,147.98	\$1,147.98
			<i>Sell Discount %:</i> 68.20	
		Slides SB +full-extension ball-bearing		
		Paint/Steel Type XS +textured paint on smooth steel		
		Surface Finish G1 +graphite		
		Lock KA +keyed alike		
		Pull Finish MS +metallic silver		
		Wardrobe Interior CR +coat rod		
		Drawer Interior 1M +2 file converters in each file drawer		
511	1	Y1113.48NL	<i>List:</i> \$368.00	\$368.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>Sell:</i> \$161.92	\$161.92
			<i>Sell Discount %:</i> 56.00	
		Finish LBB +oak on ash		
		Edge Finish LBB +oak on ash		
512	1	Y1423.HA03	<i>List:</i> \$614.00	\$614.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>Sell:</i> \$270.16	\$270.16
			<i>Sell Discount %:</i> 56.00	
		Finish MS @metallic silver		
513	1	Y1500.606	<i>List:</i> \$92.00	\$92.00
		+Pwr Plug Strip,6 AC outlets,6' l	<i>Sell:</i> \$40.48	\$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$9,423.00	\$9,423.00
			<i>Sell:</i> \$3,056.93	\$3,056.93
Alias 1: 163 OFFICE				
514	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 272 +key number 272		
Subtotal:			<i>List:</i> \$40.00	\$40.00
			<i>Sell:</i> \$13.60	\$13.60
Alias 1: 164 OFFICE				
515	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 273 +key number 273		
516	4	1B2JK7-	<i>List:</i> \$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series	<i>Sell:</i> \$3.40	\$13.60
			<i>Sell Discount %:</i> 66.00	
		Key Number 274 +key number 274		

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
517	2	FT199.			
		+Cable Management Trough	List:	\$97.00	\$194.00
			Sell:	\$28.13	\$56.26
			Sell Discount %:	71.00	
518	2	FT29B.2			
		+Surface Ganging Bracket,pair	List:	\$60.00	\$120.00
			Sell:	\$17.40	\$34.80
			Sell Discount %:	71.00	
519	2	FTS10.2442LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	List:	\$332.00	\$664.00
			Sell:	\$96.28	\$192.56
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
520	2	FTS10.3072LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	List:	\$712.00	\$1,424.00
			Sell:	\$206.48	\$412.96
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
521	1	FV2A2.24FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	List:	\$598.00	\$598.00
			Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
522	1	FV2A2.24FR			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	List:	\$598.00	\$598.00
			Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
523	1	FV2A2.30FL			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	List:	\$627.00	\$627.00
			Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
524	1	FV2A2.30FR			
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	List:	\$627.00	\$627.00
			Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
525	2	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$192.00
			Sell:	\$27.84	\$55.68
			Sell Discount %:	71.00	
526	2	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$4,434.00
			Sell:	\$705.01	\$1,410.02
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
527	1	LK300D.68LR			
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H	List:	\$3,610.00	\$3,610.00
			Sell:	\$1,147.98	\$1,147.98
			Sell Discount %:	68.20	

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811

Pricing Valid for 30 Days

Item	Qty.	Product				Unit	Extended
		Slides	SB	+full-extension ball-bearing			
		Paint/Steel Type	XS	+textured paint on smooth steel			
		Surface Finish	G1	+graphite			
		Lock	KA	+keyed alike			
		Pull Finish	MS	+metallic silver			
		Wardrobe Interior	CR	+coat rod			
		Drawer Interior	1M	+2 file converters in each file drawer			
528	1	LK300D.68RR			List:	\$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H			Sell:	\$1,147.98	\$1,147.98
					Sell Discount %:	68.20	
		Slides	SB	+full-extension ball-bearing			
		Paint/Steel Type	XS	+textured paint on smooth steel			
		Surface Finish	G1	+graphite			
		Lock	KA	+keyed alike			
		Pull Finish	MS	+metallic silver			
		Wardrobe Interior	CR	+coat rod			
		Drawer Interior	1M	+2 file converters in each file drawer			
529	2	Y1113.48NL			List:	\$368.00	\$736.00
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W			Sell:	\$161.92	\$323.84
					Sell Discount %:	56.00	
		Finish	LBB	+oak on ash			
		Edge Finish	LBB	+oak on ash			
530	2	Y1423.HA03			List:	\$614.00	\$1,228.00
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr			Sell:	\$270.16	\$540.32
		USB A/C Combo,pwr cord w/ plug end,3' cord/conduit			Sell Discount %:	56.00	
		Finish	MS	@metallic silver			
531	2	Y1500.606			List:	\$92.00	\$184.00
		+Pwr Plug Strip,6 AC outlets,6' l			Sell:	\$40.48	\$80.96
					Sell Discount %:	56.00	
Subtotal:						List:	\$18,926.00
						Sell:	\$6,141.06
Alias 1: 165 OFFICE							
532	4	1B2JK7-			List:	\$10.00	\$40.00
		+Lock Plug and Key,Chrome UM Series			Sell:	\$3.40	\$13.60
					Sell Discount %:	66.00	
		Key Number	275	+key number 275			
533	1	FT199.			List:	\$97.00	\$97.00
		+Cable Management Trough			Sell:	\$28.13	\$28.13
					Sell Discount %:	71.00	
534	1	FT29B.2			List:	\$60.00	\$60.00
		+Surface Ganging Bracket,pair			Sell:	\$17.40	\$17.40
					Sell Discount %:	71.00	
535	1	FTS10.2442LS			List:	\$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts			Sell:	\$96.28	\$96.28
					Sell Discount %:	71.00	
		Top Finish	LBB	+oak on ash			
		Edge Finish	LBB	+oak on ash			
536	1	FTS10.3072LS			List:	\$712.00	\$712.00

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	<i>Sell:</i> \$206.48	\$206.48
			<i>Sell Discount %:</i> 71.00	
537	1	FV2A2.24FR Top Finish LBB +oak on ash Edge Finish LBB +oak on ash +Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	<i>List:</i> \$598.00 <i>Sell:</i> \$173.42	\$598.00 \$173.42
			<i>Sell Discount %:</i> 71.00	
538	1	FV2A2.30FR Surface Finish MS +metallic silver +Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D	<i>List:</i> \$627.00 <i>Sell:</i> \$181.83	\$627.00 \$181.83
			<i>Sell Discount %:</i> 71.00	
539	1	FV696.48 Surface Finish MS +metallic silver +Stiffener, 48W	<i>List:</i> \$96.00 <i>Sell:</i> \$27.84	\$96.00 \$27.84
			<i>Sell Discount %:</i> 71.00	
540	1	L2PS.15281BBFHK @Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	<i>List:</i> \$2,217.00 <i>Sell:</i> \$705.01	\$2,217.00 \$705.01
			<i>Sell Discount %:</i> 68.20	
541	1	LK300D.68RR Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike +Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H	<i>List:</i> \$3,610.00 <i>Sell:</i> \$1,147.98	\$3,610.00 \$1,147.98
			<i>Sell Discount %:</i> 68.20	
542	1	Y1113.48NL Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish G1 +graphite Lock KA +keyed alike Pull Finish MS +metallic silver Wardrobe Interior CR +coat rod Drawer Interior 1M +2 file converters in each file drawer +Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	<i>List:</i> \$368.00 <i>Sell:</i> \$161.92	\$368.00 \$161.92
			<i>Sell Discount %:</i> 56.00	
543	1	Y1423.HA03 Finish LBB +oak on ash Edge Finish LBB +oak on ash +Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	<i>List:</i> \$614.00 <i>Sell:</i> \$270.16	\$614.00 \$270.16
			<i>Sell Discount %:</i> 56.00	
544	1	Y1500.606 Finish MS @metallic silver +Pwr Plug Strip,6 AC outlets,6' l	<i>List:</i> \$92.00 <i>Sell:</i> \$40.48	\$92.00 \$40.48
			<i>Sell Discount %:</i> 56.00	
Subtotal:			<i>List:</i> \$9,463.00 <i>Sell:</i> \$3,070.53	\$9,463.00 \$3,070.53

Alias 1: 167 OFFICE

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
545	4	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series	List:	\$10.00	\$40.00
			Sell:	\$3.40	\$13.60
			Sell Discount %:	66.00	
		Key Number 276 +key number 276			
546	1	FT199.	List:	\$97.00	\$97.00
		+Cable Management Trough	Sell:	\$28.13	\$28.13
			Sell Discount %:	71.00	
547	1	FT29B.2	List:	\$60.00	\$60.00
		+Surface Ganging Bracket,pair	Sell:	\$17.40	\$17.40
			Sell Discount %:	71.00	
548	1	FTS10.2442LS	List:	\$332.00	\$332.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts	Sell:	\$96.28	\$96.28
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
549	1	FTS10.3072LS	List:	\$712.00	\$712.00
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	Sell:	\$206.48	\$206.48
			Sell Discount %:	71.00	
		Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
550	1	FV2A2.24FL	List:	\$598.00	\$598.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	Sell:	\$173.42	\$173.42
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
551	1	FV2A2.30FL	List:	\$627.00	\$627.00
		+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	Sell:	\$181.83	\$181.83
			Sell Discount %:	71.00	
		Surface Finish MS +metallic silver			
552	1	FV696.48	List:	\$96.00	\$96.00
		+Stiffener, 48W	Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
553	1	L2PS.15281BBFHK	List:	\$2,217.00	\$2,217.00
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal Case/Front Finish LBB +oak on ash Pull Finish MS @metallic silver Counterweight CB +counterweight Lock Option KA +keyed alike			
554	1	LK300D.68LR	List:	\$3,610.00	\$3,610.00
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Lft,F/F 68H	Sell:	\$1,147.98	\$1,147.98
			Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish G1 +graphite Lock KA +keyed alike Pull Finish MS +metallic silver			

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811

Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
555	1	Y1113.48NL	Wardrobe Interior CR +coat rod Drawer Interior 1M +2 file converters in each file drawer		
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W			
			<i>List:</i>	\$368.00	\$368.00
			<i>Sell:</i>	\$161.92	\$161.92
			<i>Sell Discount %:</i>	56.00	
556	1	Y1423.HA03	Finish LBB +oak on ash Edge Finish LBB +oak on ash		
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit			
			<i>List:</i>	\$614.00	\$614.00
			<i>Sell:</i>	\$270.16	\$270.16
			<i>Sell Discount %:</i>	56.00	
557	1	Y1500.606	Finish MS @metallic silver		
		+Pwr Plug Strip,6 AC outlets,6' l			
			<i>List:</i>	\$92.00	\$92.00
			<i>Sell:</i>	\$40.48	\$40.48
			<i>Sell Discount %:</i>	56.00	
Subtotal:				<i>List:</i>	\$9,463.00
				<i>Sell:</i>	\$3,070.53
Alias 1: 168 OFFICE					
558	4	1B2JK7-			
		+Lock Plug and Key,Chrome UM Series			
			<i>List:</i>	\$10.00	\$40.00
			<i>Sell:</i>	\$3.40	\$13.60
			<i>Sell Discount %:</i>	66.00	
559	1	FT199.	Key Number 277 +key number 277		
		+Cable Management Trough			
			<i>List:</i>	\$97.00	\$97.00
			<i>Sell:</i>	\$28.13	\$28.13
			<i>Sell Discount %:</i>	71.00	
560	1	FT29B.2			
		+Surface Ganging Bracket,pair			
			<i>List:</i>	\$60.00	\$60.00
			<i>Sell:</i>	\$17.40	\$17.40
			<i>Sell Discount %:</i>	71.00	
561	1	FTS10.2442LS			
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, No Brkts			
			<i>List:</i>	\$332.00	\$332.00
			<i>Sell:</i>	\$96.28	\$96.28
			<i>Sell Discount %:</i>	71.00	
562	1	FTS10.3072LS	Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
		+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts			
			<i>List:</i>	\$712.00	\$712.00
			<i>Sell:</i>	\$206.48	\$206.48
			<i>Sell Discount %:</i>	71.00	
563	1	FV2A2.24FR	Top Finish LBB +oak on ash Edge Finish LBB +oak on ash		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D			
			<i>List:</i>	\$598.00	\$598.00
			<i>Sell:</i>	\$173.42	\$173.42
			<i>Sell Discount %:</i>	71.00	
564	1	FV2A2.30FR	Surface Finish MS +metallic silver		
		+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 30D			
			<i>List:</i>	\$627.00	\$627.00
			<i>Sell:</i>	\$181.83	\$181.83
			<i>Sell Discount %:</i>	71.00	
		Surface Finish MS +metallic silver			

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 202000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product		Unit	Extended
565	1	FV696.48			
		+Stiffener, 48W	List:	\$96.00	\$96.00
			Sell:	\$27.84	\$27.84
			Sell Discount %:	71.00	
566	1	L2PS.15281BBFHK			
		@Surface-Attached Pedestal,15" w,28" d,base,BBF,high-pressure lam w/ thermo edge,bar pull	List:	\$2,217.00	\$2,217.00
			Sell:	\$705.01	\$705.01
			Sell Discount %:	68.20	
		Interior Drawer Material M +metal			
		Case/Front Finish LBB +oak on ash			
		Pull Finish MS @metallic silver			
		Counterweight CB +counterweight			
		Lock Option KA +keyed alike			
567	1	LK300D.68RR			
		+Stg Twr,Bar Pull,Stor Case,Ptd Mtl Frnt,Wdrb Rt,F/F 68H	List:	\$3,610.00	\$3,610.00
			Sell:	\$1,147.98	\$1,147.98
			Sell Discount %:	68.20	
		Slides SB +full-extension ball-bearing			
		Paint/Steel Type XS +textured paint on smooth steel			
		Surface Finish G1 +graphite			
		Lock KA +keyed alike			
		Pull Finish MS +metallic silver			
		Wardrobe Interior CR +coat rod			
		Drawer Interior 1M +2 file converters in each file drawer			
568	1	Y1113.48NL			
		+Modesty Panel,w/o added cable trough,Lam Top/TP Edge 48W	List:	\$368.00	\$368.00
			Sell:	\$161.92	\$161.92
			Sell Discount %:	56.00	
		Finish LBB +oak on ash			
		Edge Finish LBB +oak on ash			
569	1	Y1423.HA03			
		+Logic C1000 Universal Clamp Mount Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,3' cord/conduit	List:	\$614.00	\$614.00
			Sell:	\$270.16	\$270.16
			Sell Discount %:	56.00	
		Finish MS @metallic silver			
570	1	Y1500.606			
		+Pwr Plug Strip,6 AC outlets,6' l	List:	\$92.00	\$92.00
			Sell:	\$40.48	\$40.48
			Sell Discount %:	56.00	
Subtotal:				List:	\$9,463.00
				Sell:	\$3,070.53

Alias 1: zSERVICES

571	1	DESIGN			
		Design Services	List:	\$4,725.00	\$4,725.00
			Sell:	\$4,725.00	\$4,725.00
			Sell Discount %:	0.00	
		60 hrs x \$78.75 = \$4,725			
572	1	INSTALL			
		Expanded Installation - Normal Business Hours	List:	\$56,400.00	\$56,400.00
			Sell:	\$56,400.00	\$56,400.00
			Sell Discount %:	0.00	
		940 hrs x \$60 = \$56,400			
573	1	PROJECT MGMT			
		Project Management	List:	\$1,606.50	\$1,606.50
			Sell:	\$1,606.50	\$1,606.50
			Sell Discount %:	0.00	

Quote# SM17229 (REVISED 4/6/2023)
HAYS COUNTY / ELECTIONS OFFICE
OMNIA PARTNERS COOPERATIVE: ENWORK R191819,
HMI 2020000622, KIMBALL R191811
Pricing Valid for 30 Days

Item	Qty.	Product	Unit	Extended
<hr/>				
		18 hrs x \$89.25 = \$1,606.50		
<hr/>				
Subtotal:			<i>List:</i>	\$62,731.50
			<i>Sell:</i>	\$62,731.50
<hr/>				
Total:			<i>List:</i>	\$1,027,736.50
			<i>Sell:</i>	\$371,725.44

FURNITURE NOTES:

- NOTE HOLD TO DIMENSIONS IN OFFICE 159, OFFICE 163, AND SHARED OFFICE 164.
- NOTE TIGHT CLEARANCE FOR GUEST SEATING IN OFFICE 128, OFFICE 136, OFFICE 138, AND OFFICE 140.



PRINT DATE	4/3/2023	REVISION NO. & DATE	Rev. 04-03-2023
DRAWN BY:	BECKY 210 831 3639	ACCOUNT MANAGER:	SHEA 512 3816441
SCALE:	SEE PLAN	PROJECT NO:	17229
RFAMELTON NO:		SIGNATURE	
PAGE NO.	1/22	DATE	

CLIENT APPROVAL
I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO OUR REQUIREMENTS. THESE PLANS WILL RESULT IN ADDITIONAL CHARGES.
☐ APPROVED AS DRAWN
☐ APPROVED AS NOTED
☐ NOT APPROVED
SIGNATURE _____
DATE _____
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ADDRESS LINE
CITY, ST ZIP
OVERALL PLAN

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Austin, TX 78703
Direct | 512.472.7300
Fax | 512.472.7888
www.alfredwilliams.com
MillerKnoll
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RECEPTION / WORKSTATION WS-05 (x1)



3D RENDERING



WOODGRAIN
LAMINATE
OAK ON ASH
LBB



PAINT
METALLIC SILVER
MS

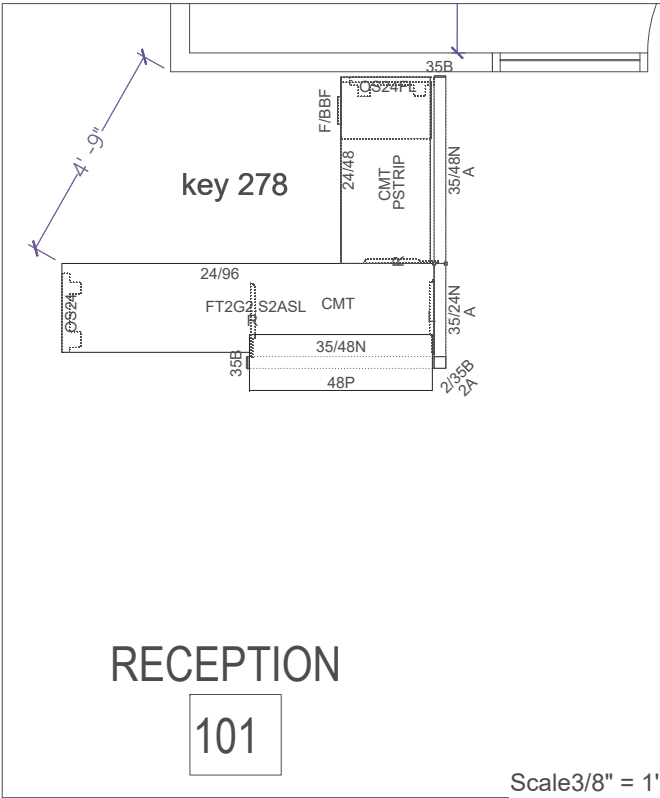


FABRIC
GRASSCLOTH
TAPO
2108



METAL STORAGE
GRAPHITE
G1

NOTE: PANELS ARE NON POWERED



RECEPTION

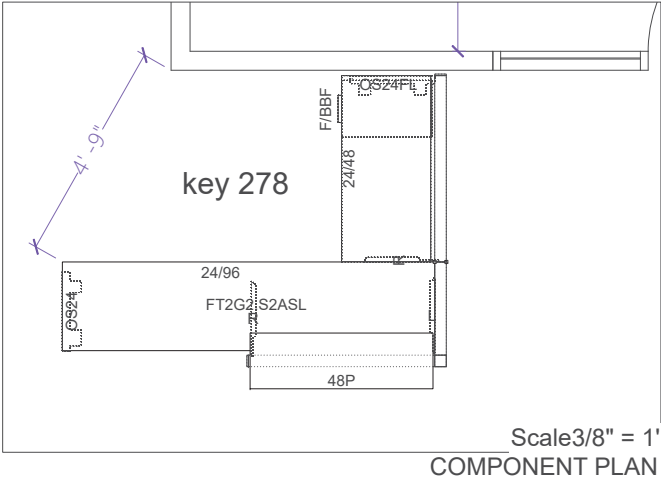
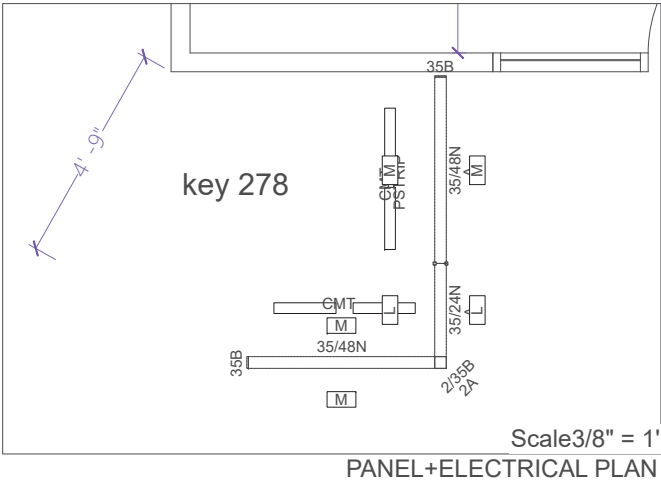
101

Scale 3/8" = 1'
2D PLAN

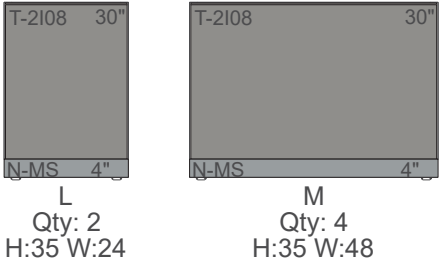
FURNITURE NOTES:

- 35H Non-Powered Panels
- 24D Fixed Height Main Work Surface
- 24D Fixed Height Return Work Surface
- 24D Freestanding Painted Metal B/B/F Pedestal

RECEPTION / WORKSTATION WS-05 (x1)



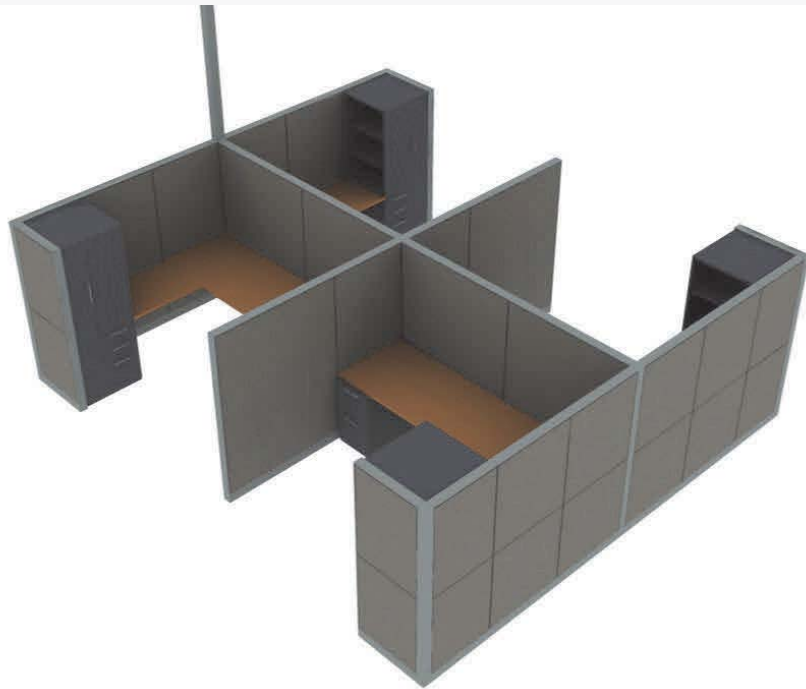
Frame Side Type Elevation - WS-05



Tile Legend		
N-MS		*metallic silver
T-2108		*grasscloth taro

Scale 1/2" = 1'

ELECTIONS DEPARTMENT / WORKSTATIONS WS-03 (x2)



3D RENDERING



WOODGRAIN
LAMINATE
OAK ON ASH
LBB



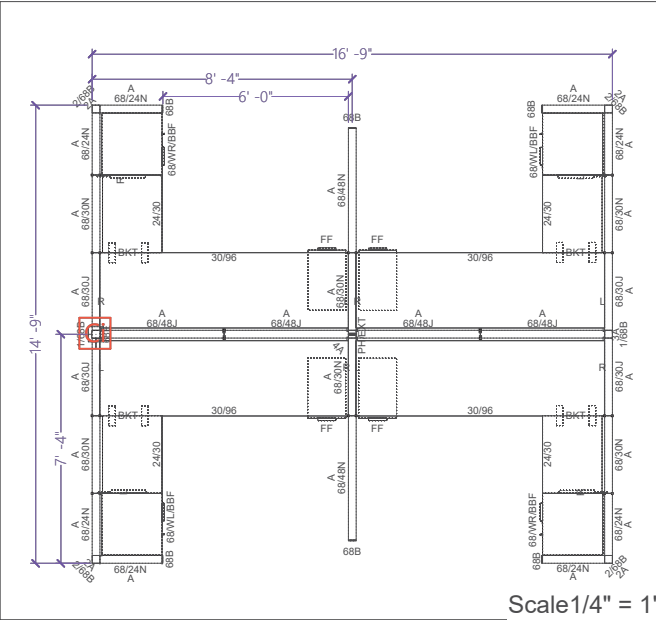
PAINT
METALLIC SILVER
MS



FABRIC
GRASSCLOTH
TARO
2108



METAL STORAGE
GRAPHITE
G1

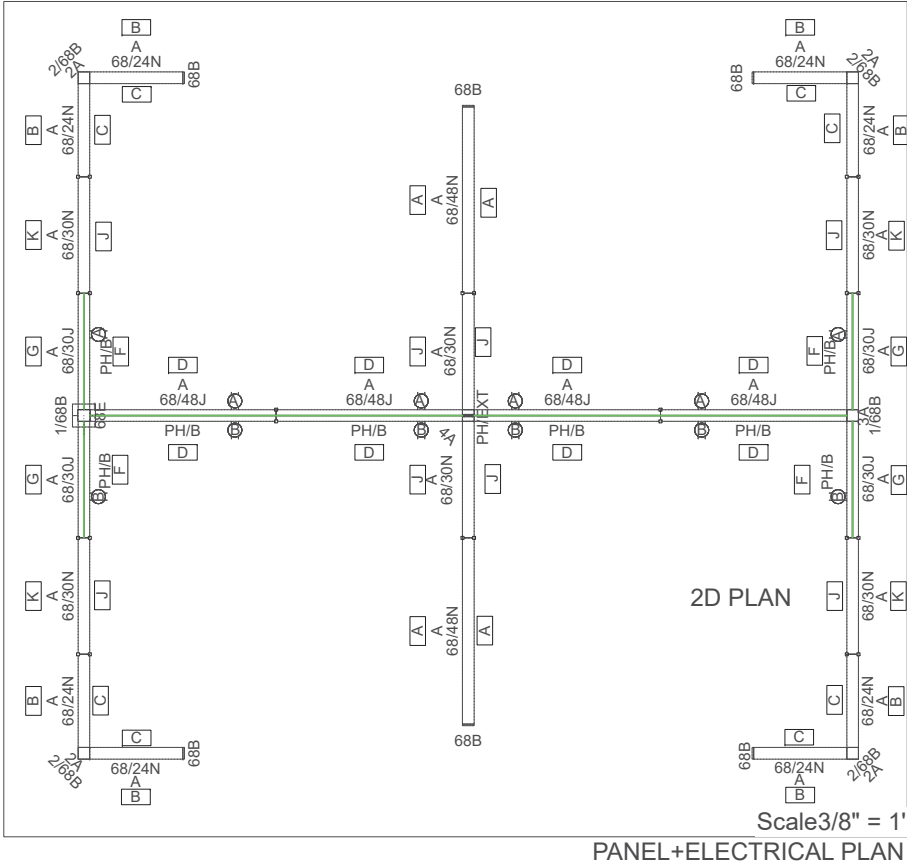


Scale 1/4" = 1'
2D PLAN

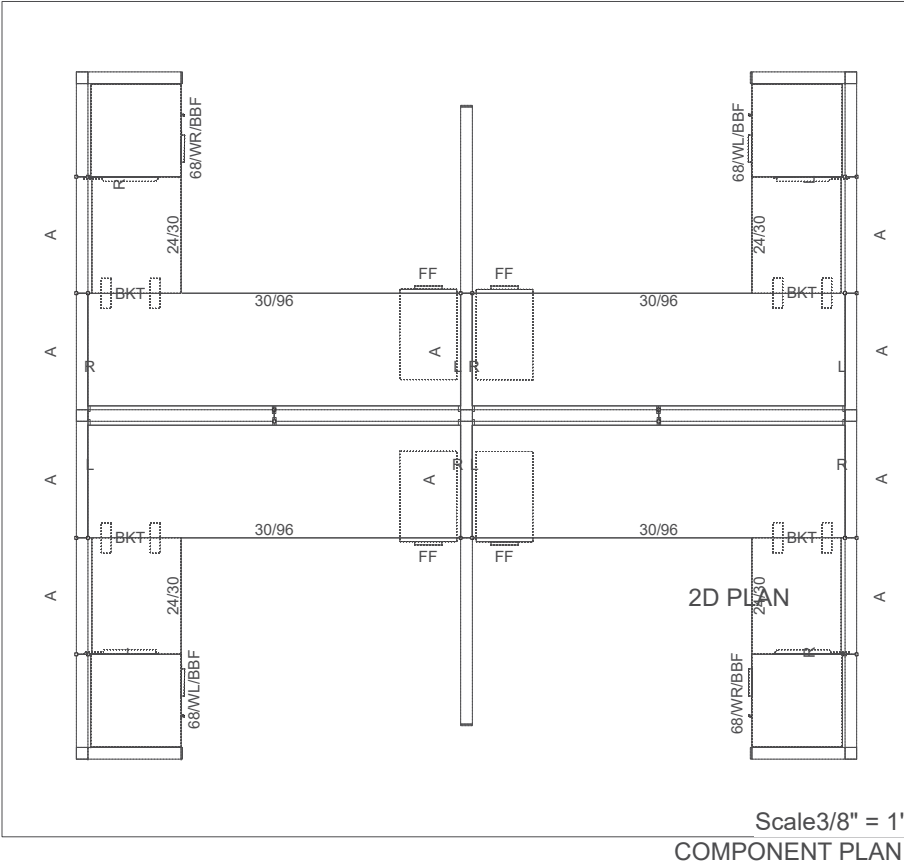
FURNITURE NOTES:

- 68H Divider Panels
- 30D Fixed Height Main Work Surface
- 24D Fixed Height Return Work Surface
- 68H Metal Storage Tower w/ Side Facing Bookcase, Wardrobe, and B/B/F
- 24D Freestanding Painted Metal F/F Pedestal
- Power Pole Ceiling Infeed, 3 Duplex Receptacles Per Person

ELECTIONS DEPARTMENT / WORKSTATIONS WS-03 (x2)



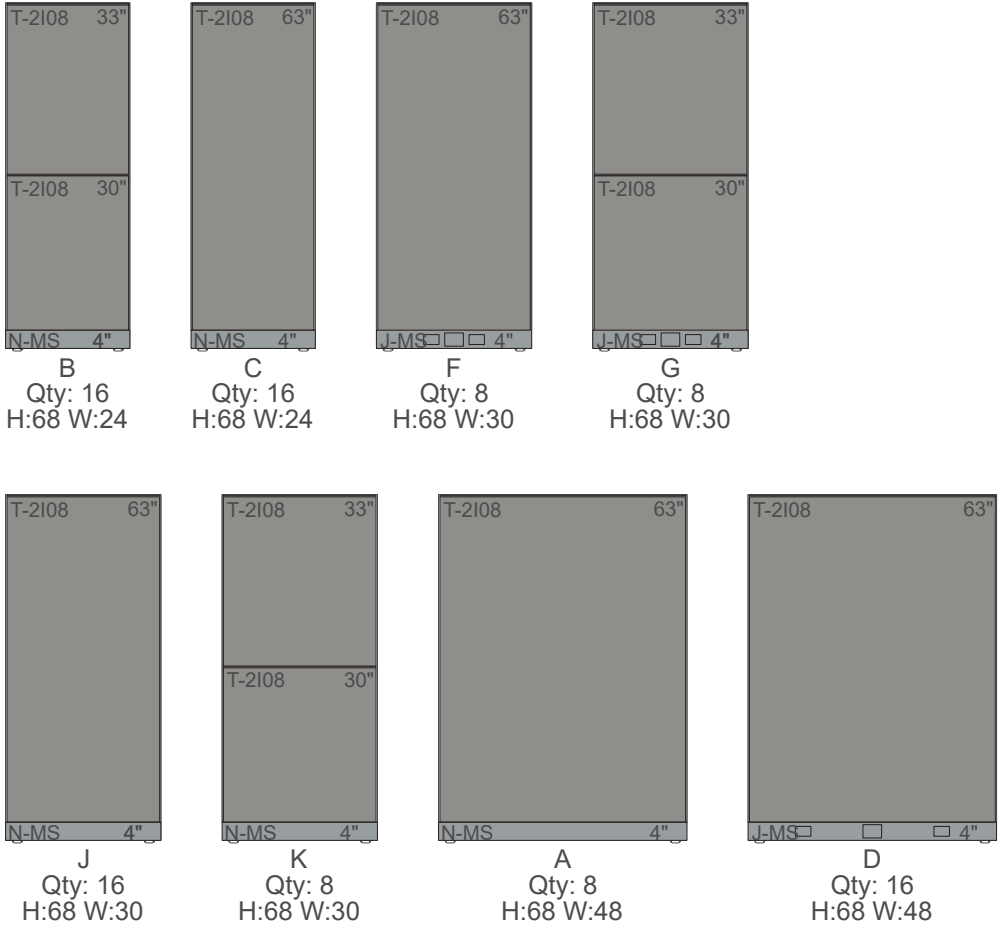
PANEL+ELECTRICAL PLAN



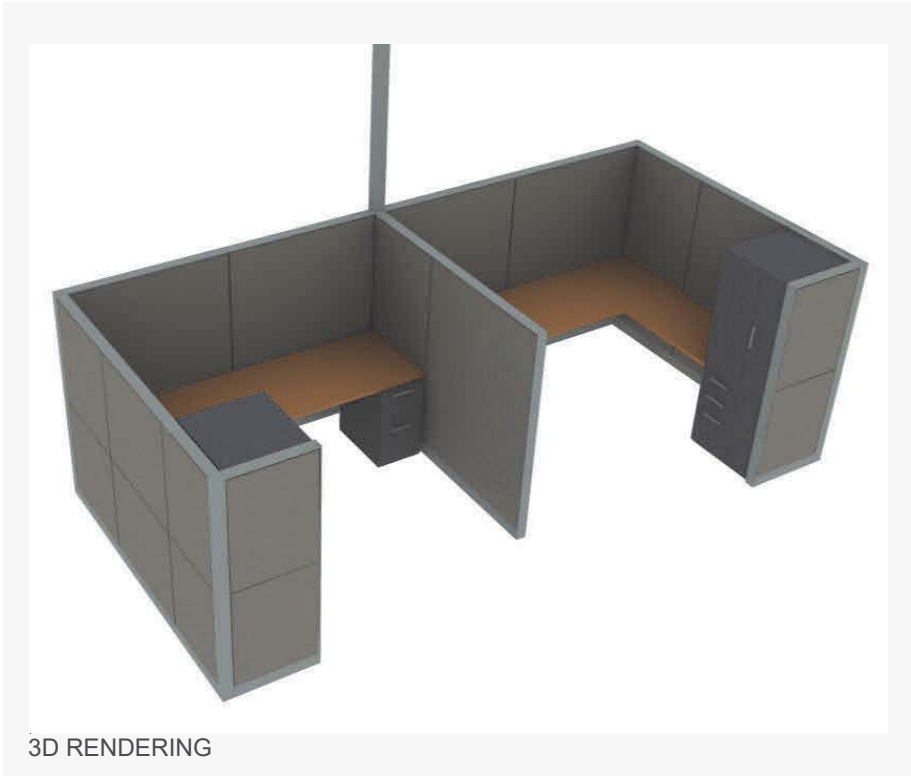
COMPONENT PLAN

PRINT DATE: 4/3/2023		REVISION NO. & DATE: Rev. 04-03-2023		CLIENT APPROVAL	
DRAWN BY: BECKY 210 831 3639		ACCOUNT MANAGER: SHEA 512 381 6441		I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO OUR REQUIREMENTS. THESE PLANS WILL BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE PLANS WILL BE THE RESPONSIBILITY OF THE CLIENT.	
SCALE: SEE PLAN		PROJECT NO: 17229		<input type="checkbox"/> APPROVED AS DRAWN <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED	
KHALEELON NO.		DATE: 5/22		SIGNATURE: _____	
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Frame Side Type Elevation - WS-03



Scale 1/2" = 1'



3D RENDERING



WOODGRAIN
LAMINATE
OAK ON ASH
LBB



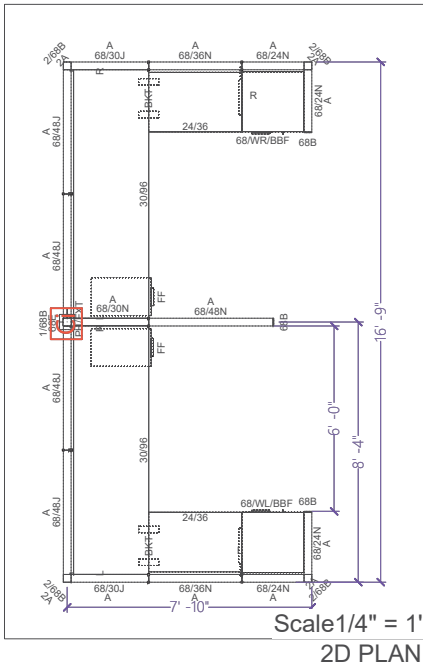
PAINT
METALLIC SILVER
MS



FABRIC
GRASSCLOTH
TARO
2108



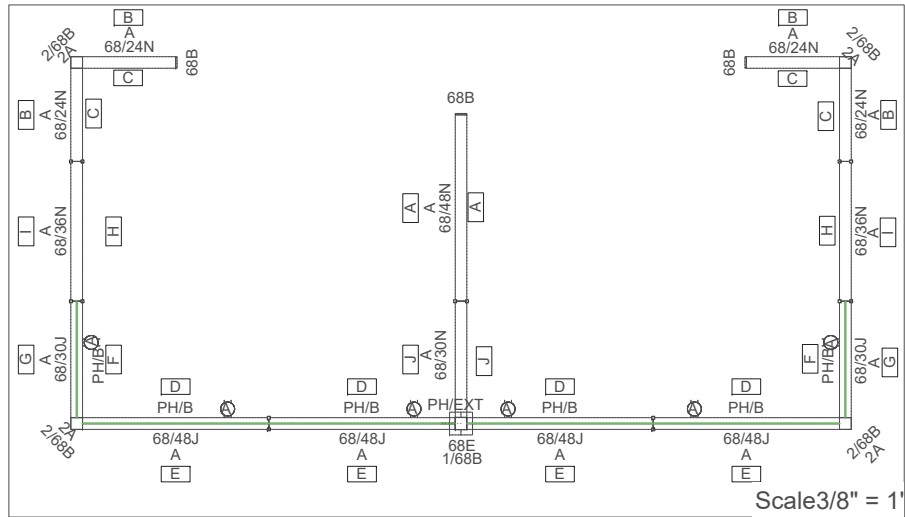
METAL STORAGE
GRAPHITE
G1



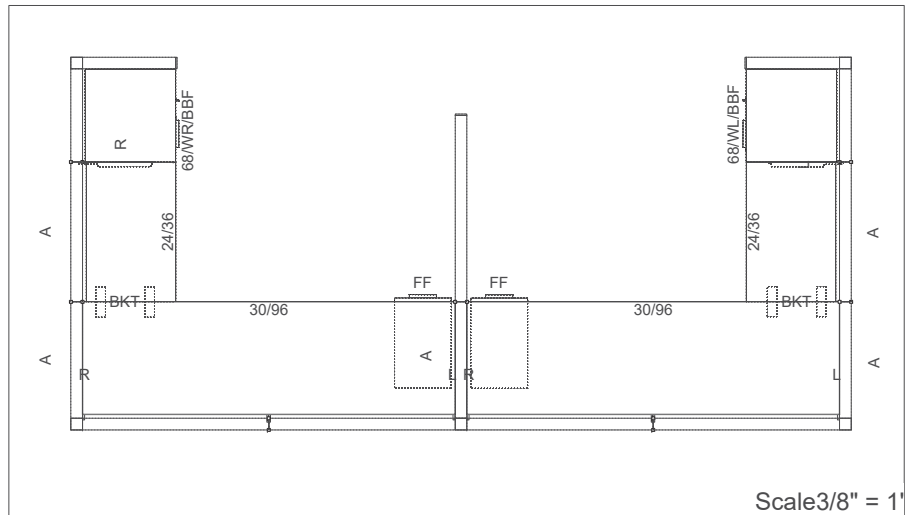
FURNITURE NOTES:

- 68H Divider Panels
- 30D Fixed Height Main Work Surface
- 24D Fixed Height Return Work Surface
- 68H Metal Storage Tower w/ Side Facing Bookcase, Wardrobe, and B/B/F
- 24D Freestanding Painted Metal F/F Pedestal
- Power Pole Ceiling Infeed, 3 Duplex Receptacles Per Person

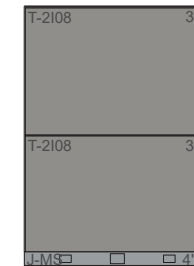
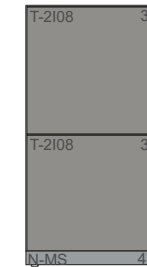
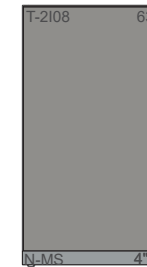
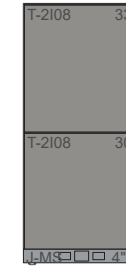
IT DEPARTMENT / WORKSTATIONS WS-01 (x6)



PANEL+ELECTRICAL PLAN



COMPONENT PLAN



Tile Legend		
J-MS		*metallic silver
N-MS		*metallic silver
T-2108		*grasscloth taro

Scale 3/8" = 1'



3D RENDERING



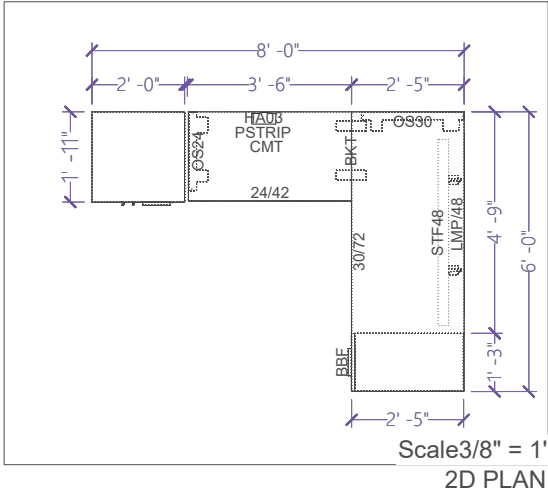
WOODGRAIN
LAMINATE
OAK ON ASH
LBB



PAINT
METALLIC SILVER
MS



METAL STORAGE
TOWER
GRAPHITE
G1



FURNITURE NOTES:

- 30x72 Fixed Height Main Work Surface
- 24x42 Fixed Height Return Work Surface
- 68H x 24W x 24D Metal Storage Tower, Wardrobe Side 1 & Shelves/File Side 2
- 15W Laminate Box/Box/File Pedestal
- 48W Laminate Partial Height Modesty Panel
- Metal Support Leg
- Clamp Mount Power Module

HAYS COUNTY
ELECTIONS OFFICE
ADDRESS LINE
CITY, ST ZIP
ELECTION DEPARTMENT (PRIVATE OFFICE)

CLIENT APPROVAL

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☐ APPROVED AS NOTED
☐ NOT APPROVED

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SCALE:	SEE PLAN	PROJECT NO:	17229
KHAMMELEON NO:			
PAGE NO.		9/22	



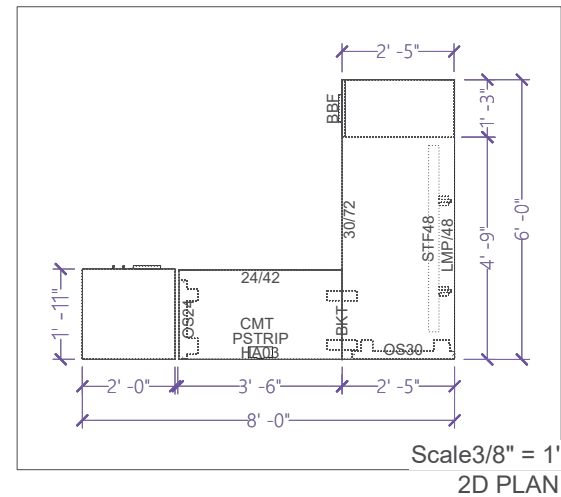
WOODGRAIN
LAMINATE
OAK ON ASH
LBB



PAINT
METALLIC SILVER
MS



METAL STORAGE
TOWER
GRAPHITE
G1



FURNITURE NOTES:

- 30x72 Fixed Height Main Work Surface
- 24x42 Fixed Height Return Work Surface
- 68H x 24W x 24D Metal Storage Tower, Wardrobe Side 1 & Shelves/File Side 2
- 15W Laminate Box/Box/File Pedestal
- 48W Laminate Partial Height Modesty Panel
- Metal Support Leg
- Clamp Mount Power Module

HAYS COUNTY
ELECTIONS OFFICE
ADDRESS LINE
CITY, ST ZIP

ELECTION DEPARTMENT (PRIVATE OFFICE)

PRINT DATE: 4/3/2023		REVISION NO. & DATE:	
DRAWN BY: BECKLEY 2/0 831 3639		ACCOUNT MANAGER: SHEA 512 381 8441	
SCALE: 1"= 1'-0"		PROJECT NO: 1722-9	
SEE PLAN		SHEMELTON NO.	

IT DEPARTMENT / PRIVATE OFFICE OF-01L (LEFT x4)



3D RENDERING



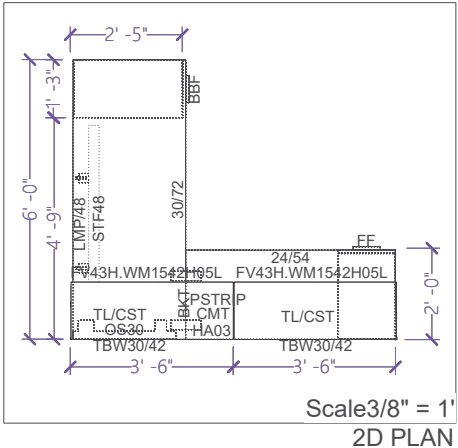
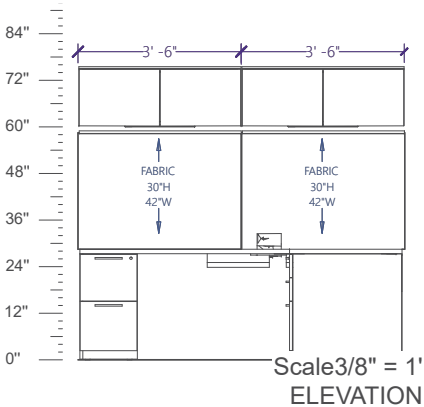
WOODGRAIN
LAMINATE
OAK ON ASH
LBB



PAINT
METALLIC SILVER
MS



FABRIC
GRASSCLOTH
TAROT
2108



FURNITURE NOTES:

- 30x72 Fixed Height Main Work Surface
- 24x54 Fixed Height Return Work Surface
- 15W Laminate File/File Pedestal
- 15W Laminate Box/Box/File Pedestal
- 48W Partial Height Laminate Modesty Panel
- 15H Laminate Wall Mount Overheads
- 30H Wall Mount Tackboards
- Metal Support Leg
- Clamp Mount Power Module

IT DEPARTMENT / PRIVATE OFFICE OF-01R (RIGHT x10)



3D RENDERING



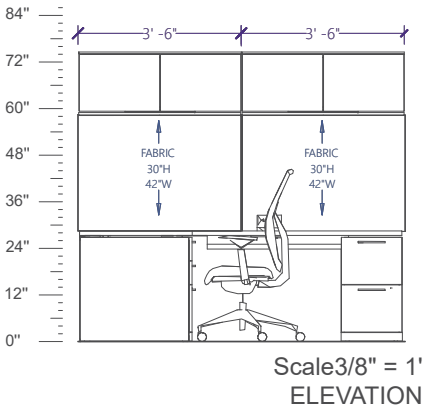
WOODGRAIN
LAMINATE
OAK ON ASH
LBB



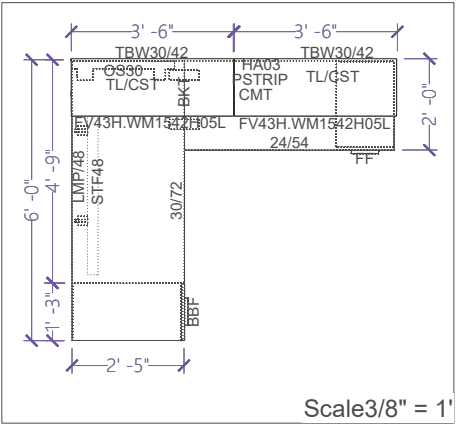
PAINT
METALLIC SILVER
MS



FABRIC
GRASSCLOTH
TARO
2108



Scale 3/8" = 1'
ELEVATION

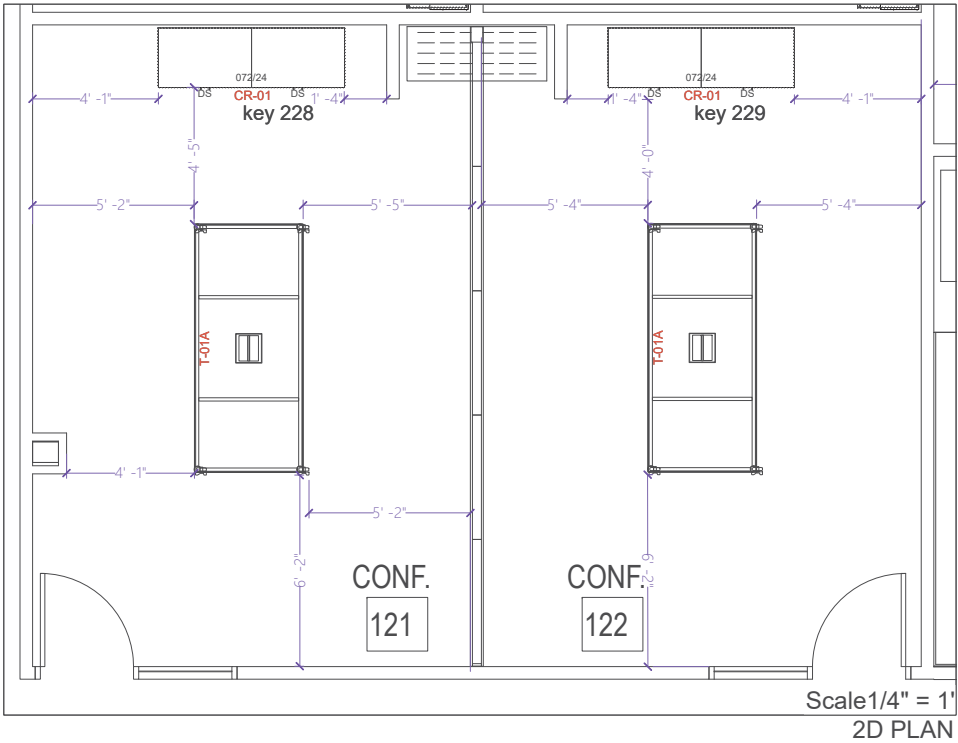


Scale 3/8" = 1'
2D PLAN

FURNITURE NOTES:

- 30x72 Fixed Height Main Work Surface
- 24x54 Fixed Height Return Work Surface
- 15W Laminate File/File Pedestal
- 15W Laminate Box/Box/File Pedestal
- 48W Partial Height Laminate Modesty Panel
- 15H Laminate Wall Mount Overheads
- 30H Wall Mount Tackboards
- Metal Support Leg
- Clamp Mount Power Module

CONFERENCE ROOM / STANDARD T-01A (x2)



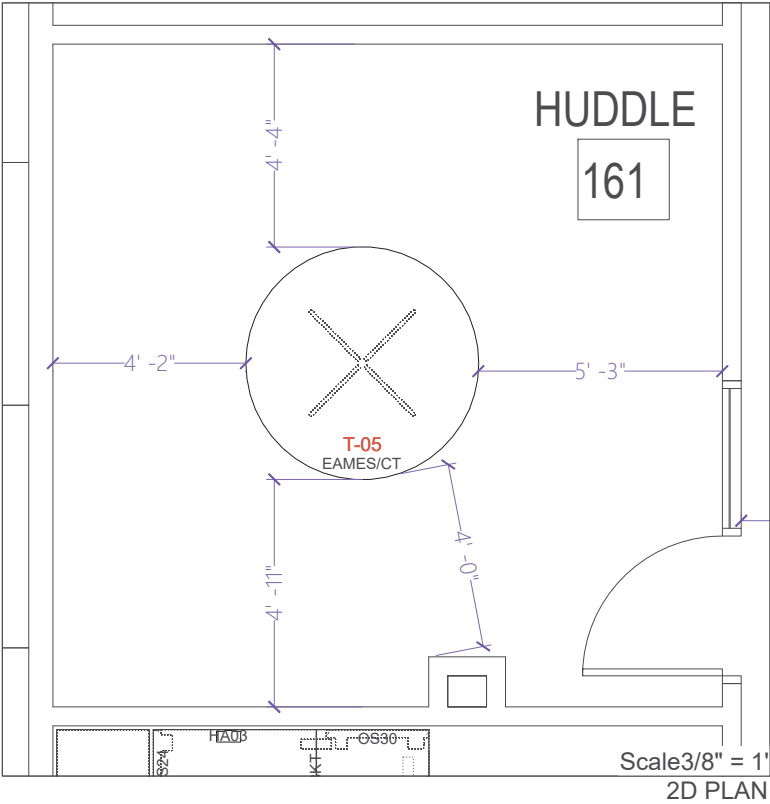
WOODGRAIN
LAMINATE
FORMICAAGED
ASH
8844-WR

PAINT
BLACK

POWER
BLACK

FURNITURE NOTES:
•42x96 Mobile Enwork Emerson Tables with Power

CONFERENCE ROOM / HUDDLE T-05 (x1)



FURNITURE NOTES:

- Eames 60"Diameter Table

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ELECTIONS OFFICE
ADDRESS LINE
CITY, ST ZIP

CONFERENCE ROOM (HUDDLE 161)

CLIENT APPROVAL

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☐ APPROVED AS DRAWN
☐ APPROVED AS NOTED
☐ NOT APPROVED

SIGNATURE
DATE

REVISION NO. & DATE

Rev. 04-03-2023

ACCOUNT MANAGER:

SHEA 512 381 8441

PROJECT NO:

17229

SEE PLAN

REVISION NO.

14/22

PRINT DATE

4/3/2023

DRAWN BY:

BECKY 210 831 3639

SCALE:

1/8" = 1'-0"

PAGE NO.

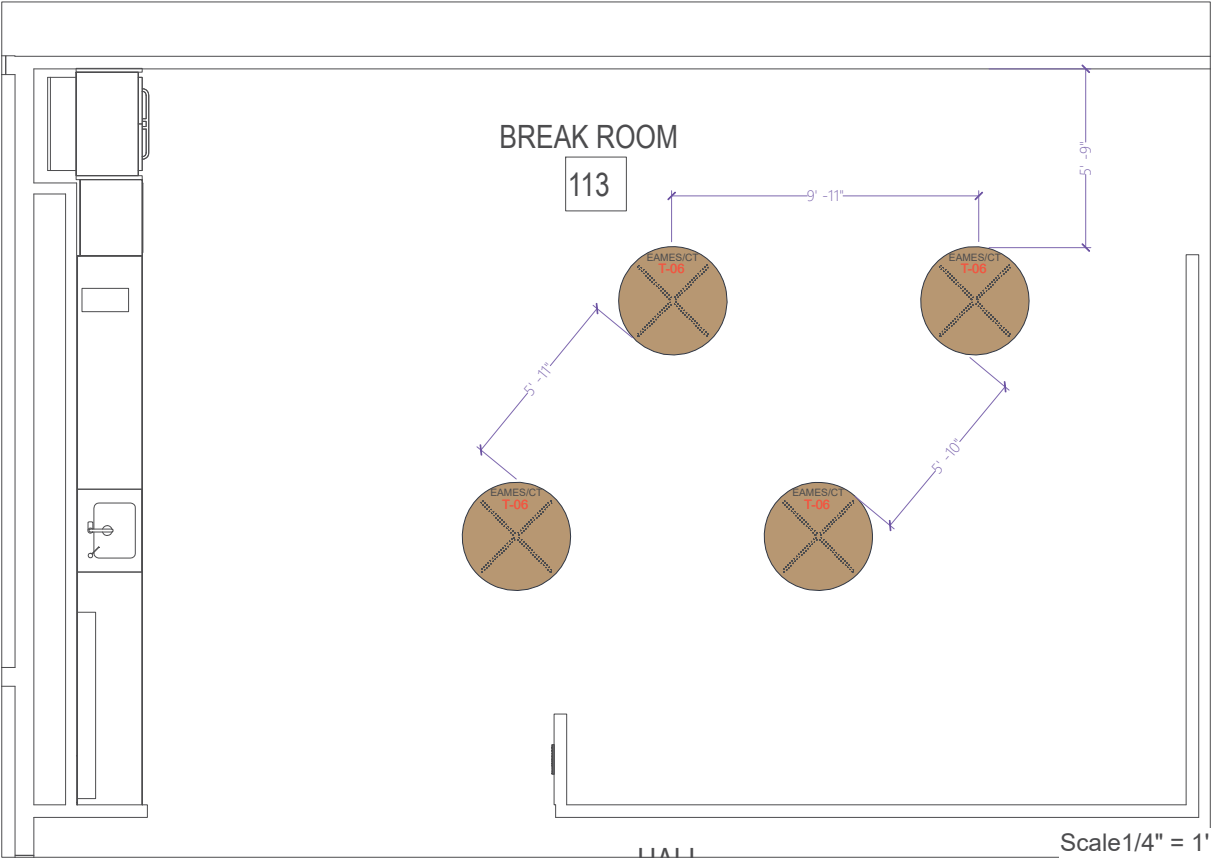
BREAK ROOM / T-06 (x4)



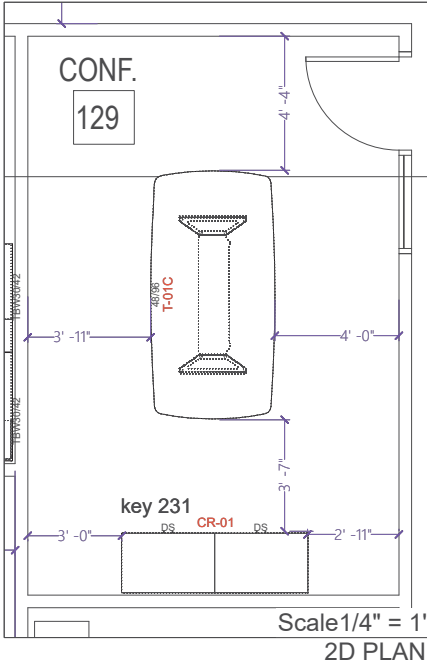
WOODGRAIN
LAMINATE
OAK ON ASH
LBB

PAINT
METALLIC SILVER
MS

FURNITURE NOTES:
•Eames 42"Diameter Dining Table



CONFERENCE ROOM / CONF 129 T-01C (x1)



FURNITURE NOTES:

- 48x96 Headway Conference Table w/ Power





3D RENDERING



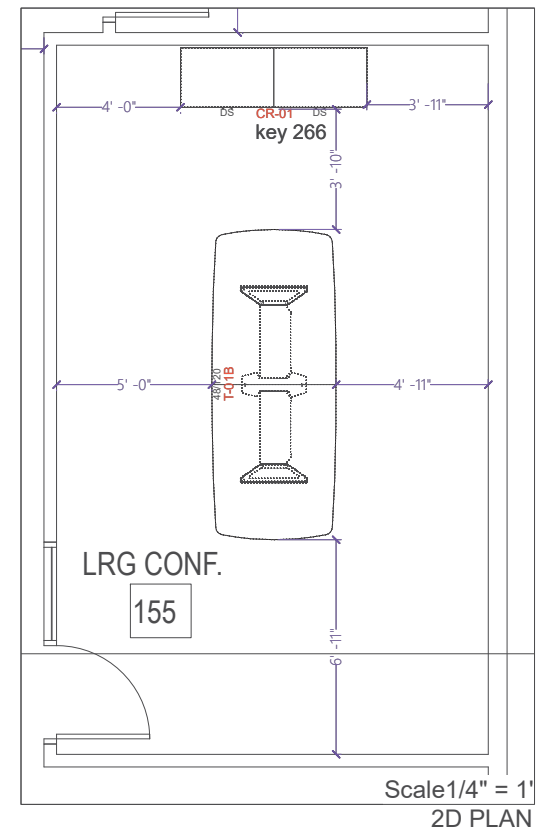
WOODGRAIN
LAMINATE
OAK ON ASH
LBB



PAINT
METALLIC SILVER
MS



POWER
GRAPHITE
G1



FURNITURE NOTES:

- 48x120 Headway Conference Table w/ Power

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HAYS COUNTY
ELECTIONS OFFICE
ADDRESS LINE
CITY, ST ZIP

CONFERENCE ROOM (LARGE)

CLIENT APPROVAL

CLIENT APPROVAL
I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO OUR REQUIREMENTS. I UNDERSTAND THAT ANY MODIFICATIONS TO THESE PLANS WILL RESULT IN ADDITIONAL CHARGES.
APPROVED AS DRAWN

☐ APPROVED AS DRAWN

☐ APPROVED AS NOTED

☐ NOT APPROVED

DATE: _____

PRINT DATE:	4/3/2023	REVISION NO. & DATE:	Rev : 04-02-2023
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4/3/2023	REV: 04/03-2023
DRAWN BY: DEWY 210 021 2630	ACCOUNT MANAGER: CLIFA 513 311 0441

BECKY 210 831 3639	SHEA 512 381 8441
SCALE:	PROJECT NO:

SEE PLAN	17229
KHAAMELEON NO:	

PAGE NO. 17/22

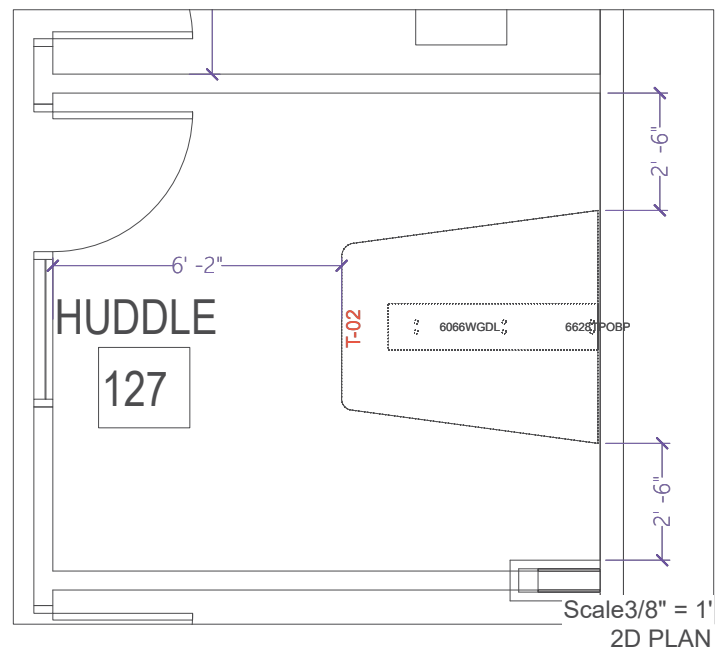


3D RENDERING

SOLID LAMINATE
DESIGNER WHITE
405



BASE
PLATINUM
METALLIC
501



FURNITURE NOTES:

- 60x66 Mio Wall Mount Table without Power

PRINT DATE:	4/3/2023	REVISION NO. & DATE:	
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SHEMATELON NO.:		17229	
PAGE NO.:		18/22	

CLIENT APPROVAL

I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO OUR REQUIREMENTS. I UNDERSTAND THAT ANY CONVICTIONS TO OUR TERMS WILL BE ENFORCED BY THE COURT OF LAW. I HEREBY AGREE TO THESE TERMS AND CONDITIONS.

☐ APPROVED AS DRAWN
☐ APPROVED AS NOTED
☐ NOT APPROVED

SIGNATURE _____

DATE _____

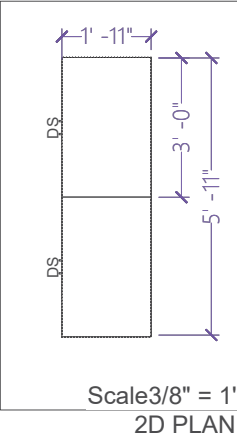
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ELECTIONS OFFICE
ADDRESS LINE
CITY, ST ZIP

HUDDLE ROOM (HUDDLE 127)



CONFERENCE ROOM / CREDENZA CR-01 (x4)



FURNITURE NOTES:

- 30H x 36W x 24D Laminate Cabinets with Shelf
- 72W Laminate Top



WOODGRAIN
LAMINATE
OAK ON ASH
LBB

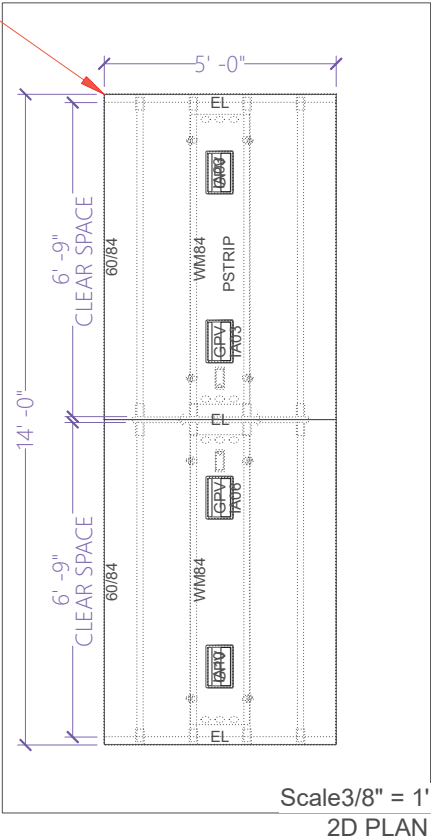
PAINT
METALLIC SILVER
MS

ELECTIONS DEPARTMENT / OPEN OFFICE WS-04 (x2)



3D RENDERING

POWER STRIP PLUGS INTO POWER POLE.
LOGIC POWER MODULES PLUG INTO POWER STRIP



Scale 3/8" = 1'
2D PLAN

FURNITURE NOTES:
•60x84 Desk Height Fixed Worksurfaces w/ Power
•Pop Up Power Modules, 4 Simplex/2USB per Box
**CLIENT PROVIDED POWER POLE



WOODGRAIN
LAMINATE
OAK ON ASH
LBB

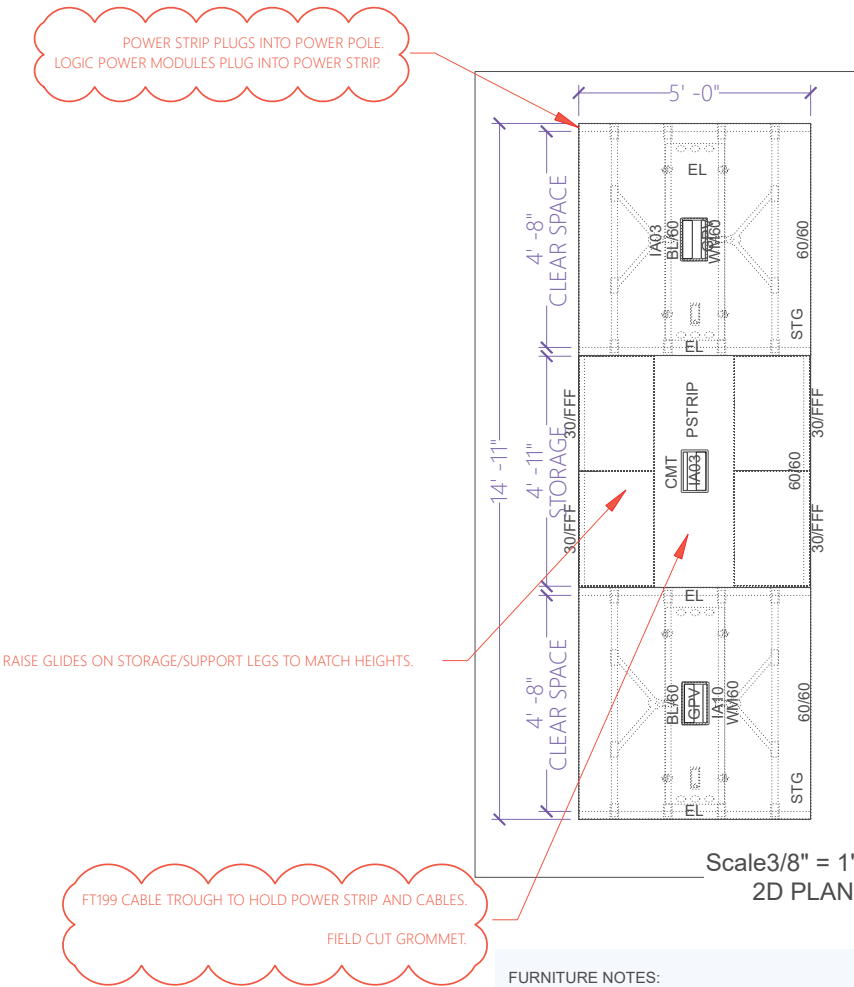
PAINT
METALLIC SILVER
MS

POWER
METALLIC SILVER
MS

IT DEPARTMENT / OPEN OFFICE WS-02 (x3)



3D RENDERING

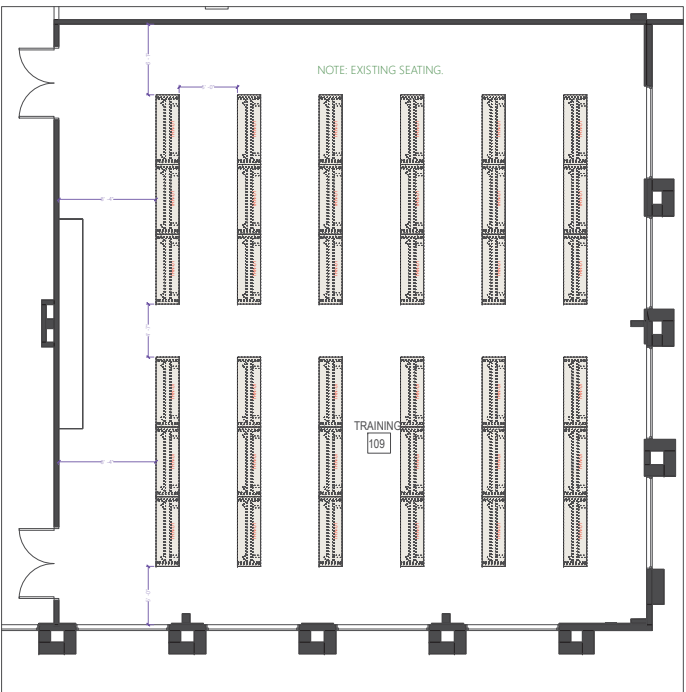
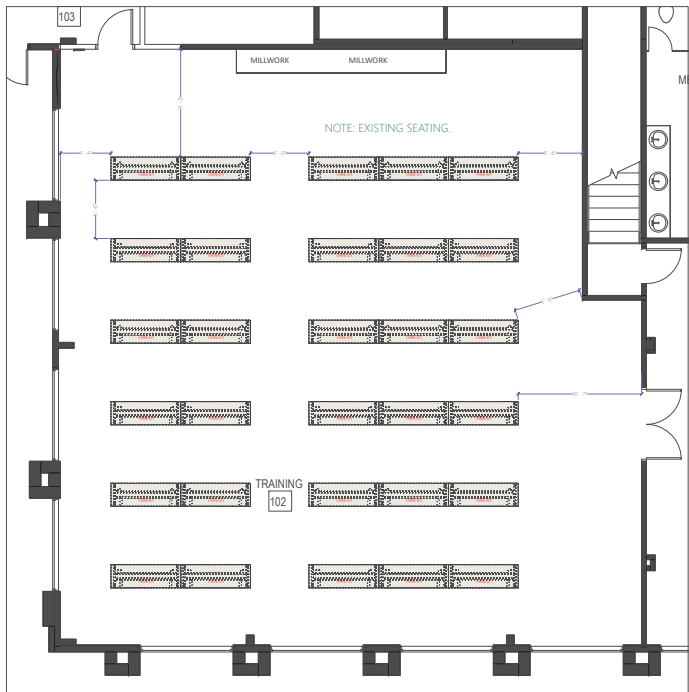


FURNITURE NOTES:

- 60x60 Laminate Worksurfaces
- Standing Height Metal Legs
- 3 High x 30W Lateral Files
- Pop Up Power Modules, 4 Simplex/2USB per Box

**CLIENT PROVIDED POWER POLE

TRAINING ROOMS / TRN-01



Scale 3/8" = 1'
2D PLAN

FURNITURE NOTES:
•24x72 Laminate Flip-Top Tables on Casters
**NON-POWERED
**EXISTING CHAIRS

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CITY, ST ZIP
TRAINING ROOMS

PRINT DATE	4/3/2023	REVISION NO. & DATE	Rev. 04-03-2023	CLIENT APPROVAL	I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO OUR REQUIREMENTS. THESE PLANS WILL BE USED FOR CONSTRUCTION. IF ANY CHANGES ARE REQUIRED, THEY WILL BE IN WRITING. THE GRAPHIC MATERIAL AND DESIGN CONCEPTS ON THE PLAN WILL REMAIN THE PROPERTY OF ALFRED WILLIAMS. IF ANY CHANGES ARE REQUIRED, THEY WILL BE IN WRITING. THE GRAPHIC MATERIAL AND DESIGN CONCEPTS ON THE PLAN WILL REMAIN THE PROPERTY OF ALFRED WILLIAMS. IF ANY CHANGES ARE REQUIRED, THEY WILL BE IN WRITING.
DRAWN BY	BECKY 210 831 3639	ACCOUNT MANAGER	SHEA 512 381 6441	<input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED	SIGNATURE
SCALE	SEE PLAN	PROJECT NO.	17229	DATE	22/22
RFHAMELTON NO.					



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Don Montague, Constable Pct 3

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Hays County Constable Precinct 3 office to accept a donation from St. Mary's Catholic Church group, Knights of Columbus, in the amount of \$1,500.00 and amend the budget accordingly. **SHELL/MONTAGUE**

Summary:

Donated funds will be used to purchase a branded pop-up tent for community events and other law enforcement supplies.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-637-00]

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,500) - Increase Contributions 001-637-00.4610

\$1,250 - Increase Misc. Equipment_Operating 001-637-00.5719_400

\$250 - Increase Law Enforcement Supplies 001-637-00.5206

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,500 in Contributions

Comments: N/A



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize Building Maintenance to have Basic IDIQ install a new roof on the Kyle WIC Building in the amount of \$31,843.75. **COHEN/T.CRUMLEY**

Summary:

Funding to have the roof replaced on the Kyle WIC building was approved in the FY23 budget. Hays County has owned this building since 1999 and the current roof is estimated to be over 20 years old. Over the last few years there have been several repairs made to it due to its condition and rodents entering the building. Building Maintenance has secured a proposal to replace the roof from Basic IDIQ under BuyBoard contract #581-19 along with two additional quotes for comparison. This proposal came in under the approved budget.

Fiscal Impact:

Amount Requested: \$31,843.75

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: Project was budgeted during the FY23 annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, BuyBoard contract #581-19

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

New Revenue Y/N?: N/A

Comments:

Attachments

Basic IDIQ Quote

Sullivan Contracting Quote

LD Tebben Quote



March 7, 2023

Hays County

Attention: Chris Deichmann

Reference: Kyle WIC House Roof Replacement

Subject: Price Proposal
Buyboard #581-19

Dear Mr. Deichmann,

Basic IDIQ Inc. is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to hearing from you in the near future. Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nikolaus Mitchell', with a stylized flourish at the end.

Nikolaus Mitchell
Project Manager
Basic IDIQ, Inc
832-334-6692
nmitchell@basicidiq.com

Attachments:
Scope of Work
Estimate
Cost Summary

SCOPE OF WORK
Hays County
Kyle WIC House Replacement
3/7/23

GENERAL:

This project provides for the renovations at the Hays County Kyle WIC House.

1.0 SCOPE OF WORK:

In accordance with this scope of work and provided drawings, all labor, materials, supervision, equipment, insurance, taxes, overhead, and all other things or services necessary to furnish and install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 Roof Replacement

1.1.1 Excavation/Demo:

Work includes but is not limited to the following:

- 1) Demo existing asphalt shingle roof system to OSB
- 2) Haul off all debris and materials

1.1.2 Installation:

Work includes but is not limited to the following:

- 1) Install new asphalt shingle roof system. To include asphalt shingles, underlayment, flashing, sealant, ridges, vents, etc.
- 2) Clean area after work is complete

2.0 DRAWINGS AND SPECIFICATIONS:

None

2.1 DRAWING AND SKETCHES:

None

2.2 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Type	Description	Type	Description
A	Shop Drawings	<u>G</u>	Application Instructions
B	Manufacturer's Catalog Cuts/Data	H	Operations & Maintenance (O&M) Manuals
C	Certificate/Certification	I	Color Samples
D	Performance Test Reports	J	Red Line Drawings
E	Sample of Testing		
F	Notification of Sample Availability		

3.2 PROJECT SUBMITTAL REQUIREMENTS:

Required Submittal	Quantity	Due Date	Type
Asphalt Shingles	1		B

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (2) working day(s) notice for proper outage coordination.
- 4.2 Normal working hours for this project is 0700 to 1700. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ, Inc. Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.8 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No "hold points" are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.9 Owner property will be properly protected from damage by construction activities.
- 4.1.2 Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ, Inc.

5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Anything not specifically stated in this SOW.
- 2) Abatement or remediation of any kind.
- 3) Electrical, HVAC, life systems or plumbing of any kind.
- 4) Additional repairs to any other part of the house not in this SOW.
- 5) 3rd party inspections.
- 6) Removal of any trees or foliage.
- 7) Install or maintenance of sod or foliage of any kind.
- 8) Permits or fees.
- 9) After-hours or holiday work.
- 10) Framing, gutter or any other work that is not related to the roof system.

6.0 Alternates

- 1) Install of Galvalume metal roof – Add \$11,500
- 2) Install of fascia – Add \$18/LF
- 3) Install of new gutters – Add \$6,000

CostWorks 2023 Quarter 1 - Hays County Kyle WIC Roof Replacement

Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P	Zip Code Prefix	Type	Release	Note
1,000	02411 919 0725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	510.00	0.00	0.00	510.00	560.00	786	R and R	2023 Qtr 1	Dumpster for debris and materials
30,000	02411 919 2000	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	0.00	2,040.00	0.00	2,040.00	3,240.00	786	R and R	2023 Qtr 1	Hauling and disposing of debris
1,000	05050 510 2950	Selective metals demolition, minimum labor/equipment charge	Job	0.00	1,010.00	455.00	1,465.00	2,099.50	786	R and R	2023 Qtr 1	Removal of ridge and valley
33,000	07050 510 1375	Selective demolition, thermal and moisture protection, roof accessories, ridge vent strip, aluminum	L.F.	0.00	71.78	0.00	71.78	113.85	786	R and R	2023 Qtr 1	Removal of vent strip
10,000	07050 510 3070	Selective demolition, thermal and moisture protection, roofing, felt paper, #15	Sq.	0.00	96.00	0.00	96.00	152.50	786	R and R	2023 Qtr 1	Removal of existing felt
3,000,000	07050 510 3170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	S.F.	0.00	2,850.00	0.00	2,850.00	4,650.00	786	R and R	2023 Qtr 1	Removal of existing roof
200,000	07135 310 3300	Elastomeric sheet waterproofing, bitumen modified polyurethane, 55 mils thick, fluid applied	S.F.	302.00	345.00	0.00	647.00	926.70	786	R and R	2023 Qtr 1	Ice and water defender
30,000	07311 310 0505	Asphalt shingles, premium, laminated multi-layered shingles, class A, 300-385 lb/sq, pneumatic nailed	Sq.	15,750.00	3,555.00	0.00	19,305.00	23,287.50	786	R and R	2023 Qtr 1	New shingles
30,000	07311 310 0800	Asphalt shingles, #15 felt underlayment	Sq.	154.50	346.50	0.00	501.00	765.08	786	R and R	2023 Qtr 1	Underlayment for shingles
33,000	07311 310 0905	Asphalt shingles, ridge shingles, pneumatic nailed	L.F.	95.04	58.58	0.00	153.62	206.18	786	R and R	2023 Qtr 1	Ridge shingles
0,000	07311 310 1000	Asphalt shingles, for steep roofs (7 to 12 pitch or greater), add			50.0%				786	R and R	2023 Qtr 1	
50,000	07311 610 0900	Aluminum shingles, valley section, .024" thick	L.F.	342.50	196.00	0.00	538.50	688.25	786	R and R	2023 Qtr 1	Aluminum valley
1,000	07714 310 9000	Drip edge, minimum labor and equipment charge	Job	0.00	207.50	0.00	207.50	330.00	786	R and R	2023 Qtr 1	Drip edge
250,000	07921 320 3500	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/4" x 1/4"	L.F.	67.50	545.00	0.00	612.50	945.75	786	R and R	2023 Qtr 1	Sealant for water protection
2,000	22131 680 4100	Vent flashing, lead, 4#, 8" skirt, 2" pipe	Ea.	109.00	79.40	0.00	188.40	242.10	786	R and R	2023 Qtr 1	Flashing of pipe
1,000	22131 680 4120	Vent flashing, lead, 4#, 8" skirt, 4" pipe	Ea.	70.00	45.00	0.00	115.00	147.00	786	R and R	2023 Qtr 1	Flashing of pipe
Totals								\$29,301.29	\$455.00	\$38,354.41		

Hays County
Kyle WIC House Replacment
Buyboard #581-19



Means Based Pricing (Modified by City Cost Index)	38,354.41
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Bid Coefficient (Means Based Pricing Only)	0.8100	(7,287.34)
	Subtotal	<u>31,067.07</u>

Non Pre-Priced Items:

0.00

Overhead
Profit

0.00

Subtotal - Non Pre-priced

0.00

Subtotal 31,067.07

-

Subtotal 31,067.07

Payment and Performance Bonds	<u>776.68</u>
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Final Total	<u><u>31,843.75</u></u>
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Approved By: _____

Estimated By: Nikolaus Mitchell - Project Manager



Quote: 1622197 / Date: 2/9/2023
Project Number: 1622197

Customer

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

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

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

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: Kyle WIC Roof Replacement

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

Project Description:

Base bid

- Demolition of existing shingle roof to the deck and dispose of properly
- Remove 2 ft of plywood decking and install new along low eaves of building
- Inspect and Repair plywood decking as needed at an extra cost of \$ 195.00 per sheet
- Installation of all metal flashings at Drip edge, pipe penetrations and valleys
- Installation of new felt underlayment
- Installation new Shingles
- Clean and dispose of all roof related debris.

Alt. - New Gutters and Downspouts Add ----- \$ 11,081.54

Excluded(-)

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

Notes



Quote: 1622197 / Date: 2/9/2023
Project Number: 1622197

CostWorks Base	\$82,592.71
85% Coeff	\$70,203.80
Owner Contingency	\$0.00

Summary

Subtotal	\$ 70,203.80
Bonding	\$ 1,755.10

\$ 71,958.90

Accepted By

Date

.....

.....

ROOF REPLACEMENT PROJECT

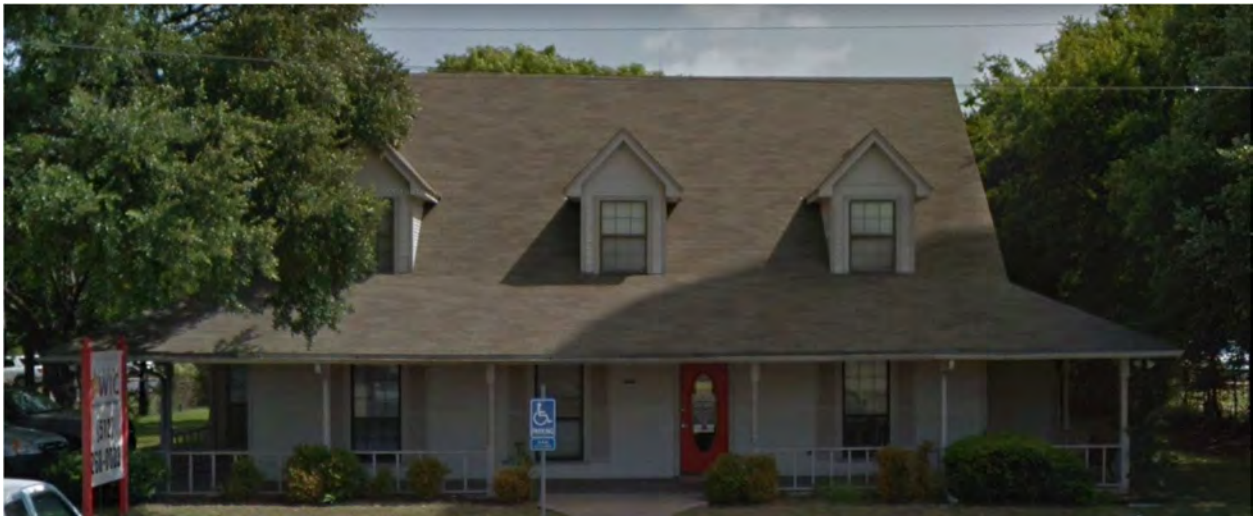
FOR



ON

March 31, 2023

AT



Kyle WIC Clinic
150 West Lockhart Street
Kyle, Texas 78640

Mr. Chris Deichmann
Hays County
712 S. Stagecoach Trail
San Marcos, Texas 78666

L.D. Tebben Co. | 4315 Terry-O Ln., Austin, TX 78745 | O:512-416-1476 F:512-416-0583
www.ldtebben.com

Mr. Deichmann,

After visiting the site at the above address, the roof replacement scope of work is, as follows:

L.D. Tebben Co. proposes to provide labor and material to complete the following:

- Remove the existing composition asphalt shingles down to the existing wood deck substrate.
- All roofing debris will be removed from site.
- Inspect wood decking for damages, or deterioration. Replace wood decking at scheduled unit pricing.
- Fasten a 30lb asphalt underlayment felt directly over wood decking.
- Install 3-Tab Asphalt composition shingles to match existing.
- Replace new metal drip edge.
- Install new ridge, hip, and valleys.

For the price of: \$40,697.00 (Excludes Tax)

If considering CO-OP, please add \$4,100.00 to base bid amount.

This covers the cost for a 3rd party price comparison and the CO-OP fee.

Alternate Price for Standing Seam Metal Roof = \$104,125.00

All grounds will be maintained as is and all roof related debris created from this work will be removed from site. All materials and debris will be handled by means of equipment on building's exterior.

Exclusions:

- **No bonding is included. If bonding is required, add 2% to total price.**
- **No work with MEP.**
- **No Sales Tax**

Thanks,

Russell Johnson

L.D. Tebben Co | PRC, LLC

512-416-1476

Russell@LDTebben.com

L.D. Tebben Co. | 4315 Terry-O Ln., Austin, TX 78745 | O:512-416-1476 F:512-416-0583

www.ldtebben.com

SEE BELOW FOR PHOTOS

Photo 01

Front View Kyle WIC Clinic



Photo 02

Google Map View

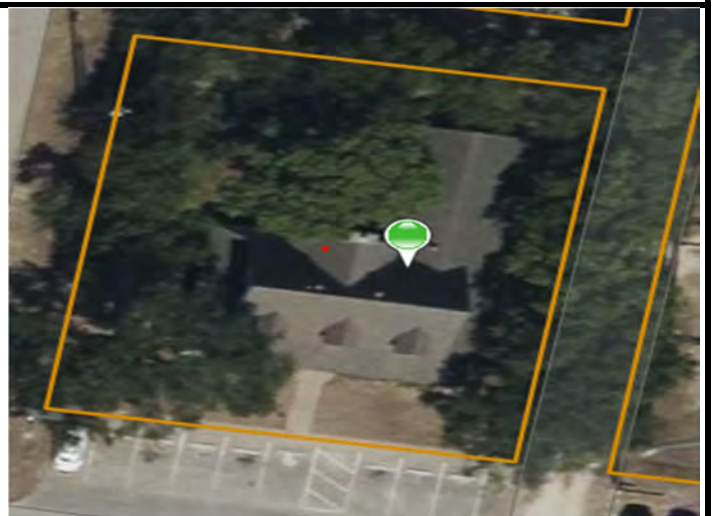


Photo 03

View of exterior



Photo 04

View of exterior.



Photo 05

View of exterior.



Photo 06

Exterior view



Photo 07

Exterior View



Photo 08

Exterior View



Photo 09

Exterior View



Photo 10

Exterior View



Photo 11

Exterior View



Photo 12

Exterior View





Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution in support of a grant application in partnership with the Travis County Sheriff's Office for the Motor Vehicle Crime Prevention Authority Grant Program. **INGALSBE/T.CRUMLEY**

Summary

Each year, Hays County participates in the Travis County application to the Motor Vehicle Crime Prevention Authority for the Sheriff's Combined Auto Theft Task Force (SCATTF). The SCATTF is comprised of an 18-count task force formed as a regional effort to combat vehicle-related criminal activity. The Task Force works with police agencies and municipalities within their respective counties to help reduce auto theft and auto burglary. The grant application has not been submitted. This resolution serves to show the support of the Hays County Commissioners Court for participation in this application. Funding is usually awarded in September of each year and the Hays County Sheriff's Office plans to use the awarded grant funds to support a new detective position for the SCATTF.

Attachments

SCATTF Resolution



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Hays County Sheriff's Office seeks to join Travis County in their application for the Sheriff's Combined Auto Theft Task Force (SCATTF) to the Motor Vehicle Crime Prevention Authority Grant Program; and

WHEREAS, the Hays County Commissioners Court supports the Hays County Sheriff's Office partnering with Travis County in this application; and

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the Hays County Sheriff's Office's participation in the application by Travis County to the Motor Vehicle Crime Prevention Authority Grant Program

ADOPTED THIS THE 25TH DAY of APRIL, 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

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



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award for the FY24 Department of State Health Services, Public Health Emergency Preparedness (PHEP) grant program in the amount of \$139,393.00. **INGALSBE/T.CRUMLEY**

Summary:

The Public Health Emergency Preparedness grant provides funding to support staffing, supplies, and other miscellaneous costs as outlined in the attached budget. The FY24 PHEP Contract period runs from July 1, 2023 through June 30, 2024. The budget for this contract period includes \$126,721.00 in funding from DSHS and \$12,672.00 in funding from Hays County for a total of \$139,393.00. The first contract began July 1, 2017 and is amended annually.

Contract Number HHS001311200021

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

Fiscal Impact:

Amount Requested: \$12,672

Line Item Number: 120-675-99-058]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds & Family Health Services Fund

Budget Amendment Required Y/N?: No

Comments: Cash match for renewal grant is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

PHEP Contract

FY24 PHEP Budget

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
GRANT AGREEMENT,
CONTRACT NO. HHS001311200021
UNDER THE
CENTER FOR HEALTH EMERGENCY PREPAREDNESS AND RESPONSE GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are Department of State Health Services (“System Agency”), a pass-through entity, and Hays County (“Grantee”), having its principal office at 712 S. Stagecoach Trail, Suite 1045, San Marcos, Texas 78666 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services to advance public health preparedness.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the authority granted by and in compliance with the Interlocal Cooperation Act, Texas Government Code Chapter 791 and Texas Health and Safety Code Title 12 Chapter 1001 and Title 2 Chapter 12.

III. DURATION

This Grant Agreement is effective on July 1, 2023 and expires on June 30, 2024, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement for up to four (4) years for a maximum term of five (5) years.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days’ advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency at its sole discretion, may extend this Grant Agreement as necessary to ensure the continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to six (6) months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, FY2024 STATEMENT OF WORK**.

System Agency Grant Agreement, Contract # HHS001311200021

Page 1 of 6

V. BUDGET

The total amount of this Grant Agreement will not exceed **TOTAL CONTRACT AMOUNT \$139,393.00.**

This includes the System Agency share of \$126,721.00 and Grantee's required match amount of \$12,672.00.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$126,721.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FY2024 BUDGET.**

VI. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No activities may commence, and no expenses incurred prior to the issuance of a written Notice to Proceed by System Agency. The Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

VII. REPORTING REQUIREMENTS

Grantee shall submit the reports outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE** by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this grant agreement to comply with modifications made to the grant award by the CDC. DSHS will notify Grantee of these modifications through a Technical Guidance Letter. A Technical Guidance Letter will become effective as of the date indicated in the Letter and will be attached to the Contract and incorporated as if fully set forth therein.

VIII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Beverly Taylor
Department of State Health Services
1100 W. 49th Street MC 1990
Austin, Texas 78756
Beverly.taylor@dshs.texas.gov

Grantee

Tammy Crumley
Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 1045
tammy.crumley@co.hays.tx.us

IX. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

X. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: RH4DFY1GC2R3

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU90TP922045

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069 – TBD

B. Federal Award Date: TBD

C. Federal Award Period: 7/1/2023-6/30/2024

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

E. Federal Award Project Description: Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information: TBD

G. Total Amount of Federal Funds Awarded to System Agency: TBD

H. Amount of Funds Awarded to Grantee: \$126,721.00

I. Identification of Whether the Award is for Research and Development: No

XI. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

ATTACHMENT A – FY2024 STATEMENT OF WORK

ATTACHMENT A-1 - SUPPLEMENTAL GRANT GUIDANCE

ATTACHMENT B – FY2024 BUDGET

ATTACHMENT C – FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE

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

ATTACHMENT E – HHS UNIFORM TERMS AND CONDITIONS – GRANT V. 3.2 (JULY 2022)

ATTACHMENT F – HHS DATA USE AGREEMENT

ATTACHMENT F-1 – DATA USE AGREEMENT-SECURITY AND PRIVACY INQUIRY

ATTACHMENT G – ADDITIONAL PROVISIONS-GRANT

ATTACHMENT H– FEDERAL ASSURANCES – V. 1.1

ATTACHMENT I – CERTIFICATION REGARDING LOBBYING

ATTACHMENT J – FFATA CERTIFICATION FORM

ATTACHMENT K – WORK PLAN

In the event of conflict, ambiguity or inconsistency between the terms and conditions set forth in the documents that comprise this Grant Agreement, the controlling documents shall be this Signature Document, the remaining documents in the following order of precedence:

ATTACHMENT F – HHS DATA USE AGREEMENT
ATTACHMENT F-1-DATA USE AGREEMENT-SECURITY AND PRIVACY INQUIRY
ATTACHMENT A – FY2024 STATEMENT OF WORK
ATTACHMENT C – FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE
ATTACHMENT K– WORK PLAN
ATTACHMENT E – HHS UNIFORM TERMS AND CONDITIONS – GRANT v. 3.2
(JULY 2022)
ATTACHMENT D – HHS CONTRACT AFFIRMATIONS -v. 2.2 (MAY 2022)
ATTACHMENT G – ADDITIONAL PROVISIONS-GRANT
ATTACHMENT A-1 - SUPPLEMENTAL GRANT GUIDANCE
ATTACHMENT B – FY2024 BUDGET
ATTACHMENT L – INDIRECT COST RATE
ATTACHMENT H – FEDERAL ASSURANCES – v. 1.1
ATTACHMENT I – CERTIFICATION REGARDING LOBBYING
ATTACHMENT J – FFATA CERTIFICATION FORM

XII. SIGNATURE 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. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001311200021**

**DEPARTMENT OF STATE HEALTH
SERVICES**

HAYS COUNTY

Signature

Signature

Printed Name:_____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENT A

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties or groups of counties: Hays (Grantee’s “Jurisdiction”).
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for Grantee’s jurisdiction. At minimum, Grantee shall ensure at least three of the following public health emergency preparedness capabilities are achieved on an annual basis:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and

ATTACHMENT A

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from

ATTACHMENT A

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- biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
 14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E.** In the event of a local, state, or federal emergency, utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of the total Contract award for personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the emergency, Grantee shall notify the assigned System Agency Contract Representative as identified in the Signature Document in writing of its implementation of this provision.
- F.** In the event of a public health emergency involving a portion of the state; mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G.** Coordinate activities and response plans within Grantee's jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- H.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of System Agency's notification of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- I.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- J.** Have plans, processes, and training in place to meet NIMS compliance requirements.

ATTACHMENT A

FY2024 STATEMENT OF WORK

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- K.** When using volunteers during the Contract term, designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- L.** To ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state, the Grantee shall coordinate all planning, training and exercises performed under this Contract with other Local Health Entities, Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of System Agency.
- M.** Coordinate all risk communication activities with System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- N.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans shall be submitted to System Agency via the Operational Readiness Review.
- O.** Incorporate Access and Functional Needs (“AFN”) partners in an annual PHEP exercise. Local jurisdictions can fulfill this requirement by incorporating at least one AFN partner in a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates.
- P.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term.

II. REPORTING REQUIREMENTS

Grantee shall:

- A.** Complete and submit the programmatic reports outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE** and as needed to satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B.** Submit the Vulnerable Populations Plan to the Department of State Health Services (“DSHS”) Center for Health Emergency Preparedness and Response (“CHEPR”)

ATTACHMENT A

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according to the established due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.

- C.** Prepare and submit a Work Plan with a Budget to System Agency. The Work Plan will be attached to and incorporated into the Contract as **ATTACHMENT K**. Revisions to the approved Work Plan are subject to System Agency prior written approval.
- D.** Prepare and submit a current Integrated Preparedness Plan (“IPP”), which must include at least four years of progressive exercise, planning and training to System Agency according to the due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The IPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the AAR submitted in Section II. F of this document.

The IPP must include a description of:

- 1. The proposed location, month(s), and year(s) of future exercise(s);
- 2. The type of future exercise(s) that will take place; and
- 3. The expected departmental participants and partner organizations.

- E.** Submit documentation of AFN participation according to the due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- F.** Prepare and submit an After-Action Review/Improvement Plan (“AAR/IP”) for the annual PHEP exercise with Access and Functional Needs. All AAR/IPs must be submitted to System Agency within 60 calendar days, or 120 calendar days of a Real-World Incident (“RWI”), of the completion of the exercise/response according to the due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- G.** Complete and submit specific forms identified by the System Agency from the Operational Readiness Review (“ORR”) to System Agency by uploading supporting documentation to System Agency according to the due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- H.** Prepare and submit a Programmatic Mid-Year and End-of-Year Performance Report to System Agency according to the due date and submission method outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- I.** Submit evidence of attendance at two regional healthcare coalition meetings during the Contract term according to the due date and submission method outlined in **ATTACHMENT**

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FY2024 STATEMENT OF WORK

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C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE.

- J.** Submit a Financial Status Report (FSR) in accordance with the due dates and submission methods outlined in **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The first FSR (for the period July 1, 2023, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by August 15, 2024. Grantee shall electronically submit Financial Status Reports (FSR) to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.
- K.** If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall send the required information to one of the following:
1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347
Austin, TX 78714-9347
 2. For submission by fax, use number below:
(512) 458-7442
- L.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. RULES

Grantee shall:

- A.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418 (§418.074);
 2. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 3. Texas Health and Safety Code Chapter 81; and
 4. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

ATTACHMENT A

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

IV. PERFORMANCE MEASURES

- A. System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.
- B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in System Agency withholding a portion of the current fiscal year PHEP base award.
- C. Upon request by System Agency, Grantee shall reasonably revise any performance measure to System Agency's satisfaction and in accordance with the requirements set forth in this Contract.

V. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submitting acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

- 1. Grantee name, address, email address, vendor identification number and telephone number;
 - 2. DSHS Contract or Purchase Order number;
 - 3. Identification of service(s) provided;
 - 4. The total invoice amount; and
 - 5. Any additional supporting documentation which is required by this Statement of Work or as requested by System Agency.
- B. Grantee shall electronically submit all invoices with supporting documentation to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov and a copy to the assigned System Agency Contract Representative identified in the Signature Document. Alternative submission arrangements must be approved by the assigned System Agency Contract Representative identified in the Signature Document.

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- C. System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT A- 1

PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT (PHEP) GRANT GUIDANCE

The Assistance Listing Number (ALN) for the PHEP is 93.069, and the award period is July 1, 2023 through June 30, 2024. As a subrecipient of the PHEP Grant, Grantee must adhere to each of the following requirements:

I. PHEP GRANT

- A. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
- B. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- C. Grantee must initiate the purchase of all equipment approved in writing 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 equipment must be submitted to the assigned System Agency Contract Manager.
- D. Grantee must maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report (Form GC-11) according to the due dates and submission methods outlined in **ATTACHMENT C, FY2024 REQUIREMENTS SCHEDULE**. 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, and medical and laboratory equipment. Controlled Assets are considered Supplies in the categorical budget.
- E. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be also transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

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- F. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency.
- G. System Agency reserves the right to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a biannual basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- H. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. System Agency may require Grantee to repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

II. MATCHING FUNDS

- A. Grantee shall match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.
- B. Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as set forth in **ATTACHMENT B, FY2024 BUDGET**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:
 - 1. Be an allowable cost under the applicable federal cost principle;
 - 2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;

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3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.

III. AUDIT REQUIREMENTS

Grantee shall adhere to the following requirements:

1. If Grantee expends \$750,000.00 or more in federal financial assistance during the program's fiscal year, an independent financial and compliance audit must be completed by a Certified Public Accounting firm in accordance with 2 CFR 200 (Uniform Grant Guidance). Grantee must submit two (2) copies of the audit report to the Texas Health and Human Services Commission within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section of **Attachment E, HHS Uniform Terms and Conditions-Grant v. 3.2 (July 2022)**. (See **Article IV, Section 4.2.**) Grantee must submit one (1) copy of these documents electronically via <https://hhsportal.hhs.state.tx.us/heartwebextrSau> as described in instructions that the Texas Health and Human Services Commission shall provide.
2. If the Certified Public Accounting firm's audit report includes findings or questioned costs, Grantee must submit updates on the implementation of the corrective action plan to the Texas Health and Human Services Commission at Single_Audit_Report@hhs.texas.gov no later than the date designated by the Texas Health and Human Services Commission.
3. Grantee must retain records to support expenditures and make those records available for review or audit by appropriate officials of the awarding agency, the General Accountability Office and/or their representatives.

ATTACHMENT B
FY2024 Budget
July 1, 2023, through June 30, 2024

- A. Funding Source: Federal
- B. Compliance with the following Grant requirements is required:
1. Grant Technical Assistance Guide located at System Agency website:
<https://hhs.texas.gov/doing-business-hhs/grants>;
 2. Texas Grant Management Standards
 3. 2 C.F.R. Part 200
- C. System Agency total reimbursement for the grant term will not exceed \$139,393.00 for the period July 1, 2023 through June 30, 2024. Grantee is required to provide a match amount of 10% of the total grant award. All expenditures under this Grant Agreement shall be in accordance with the following cost categories:

Budget Categories	DSHS Funding
Personnel	\$74,526.00
Fringe Benefits	\$33,353.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$12,862.00
Contractual	\$0.00
Other	\$5,980.00
Sum of DSHS Direct Costs	\$126,721.00
Indirect Costs	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$126,721.00
Plus Required Match (Cash or In-Kind)	\$12,672.00
Total Contract Amount	\$139,393.00

- D. Cost Reimbursement Budget:
1. Grantee's approved cost reimbursement budget documents all approved and allowable expenditures.
 2. Grantee shall *only* utilize the funding for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify System Agency assigned contract manager, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification if the requested expense is approved.
 3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:
 - a. System Agency approves Grantee's transfer of up to twenty-five (25) percent of funds from budgeted direct cost categories only, excluding the "Equipment"

ATTACHMENT B
FY2024 Budget
July 1, 2023, through June 30, 2024

category. Budget revisions exceeding twenty-five (25) percent requirement require System Agency's written approval.

- b. Grantee may request revisions to the approved annual cost reimbursement budget direct cost categories that exceed the twenty-five (25) percent requirement, excluding "Equipment" and "Indirect Cost" categories, by submitting a written request to the System Agency assigned contract manager. This change will require a formal contract amendment. System Agency will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
 - c. Grantee may revise the annual cost reimbursement budget "Equipment" and/or "Indirect Cost" categories, however a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the Contract if Grantee's revision request is approved. Grantee's budget revision is *not* authorized, and funds *cannot* be utilized until the contract amendment is executed.
- .

ATTACHMENT C - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE				SUBMIT TO:
MONTH	DAY	CONTRACTUAL REQUIREMENT	2023	
July	1	Start of new FY24 contract year		
August	31	July B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
		July Support Documentation		
		August B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
September	30	August Support Documentation		
		FY24 Vulnerable Populations Work Plan	DSHS CHEPR External Sharepoint Site	
	16	Contractor's Property Inventory Report (GC-11)	PHEP@dshs.texas.gov and Assigned Contract Manager	
October	16	HPP PHEP Joint Meetings - Tentative Date	Norris Conference Center	
	24-25			
	31	September B-13	Invoices@dshs.texas.gov and invoices@dshs.texas.gov	
November		September Support Documentation		
		October B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	30	October Support Documentation		
December		November B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	29	November Support Documentation		
2024				
January		December B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	31	December Support Documentation		
		1st Biannual FSR	FSR Grants@dshs.texas.gov and invoices@dshs.texas.gov	
February		Programmatic Mid-Year Performance Report	DSHS CHEPR External SharePoint Site	
	28	January B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
		January Support Documentation		
March		February B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	31	February Support Documentation		
	23-24	HPP PHEP Joint Meetings - Tentative Date	Norris Conference Center	
April		March B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	30	March Support Documentation		
	1	Integrated Preparedness Plan (IPP) Schedule/Plan	DSHS CHEPR External SharePoint Site	
May		April B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
	31	April Support Documentation		
		May B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
June		May Support Documentation		
	30	Submit proof of attendance of two (2) regional healthcare coalition meetings from the contract period	DSHS CHEPR External SharePoint Site	
		Annual PHEP Exercise with Access and Functional Needs (AFN) Partners	DSHS CHEPR External SharePoint Site	
July	1	Start of new FY25 contract year		
August		June B-13 (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
		June Support Documentation (Final)		
	15	2nd Biannual FSR	FSR Grants@dshs.texas.gov and invoices@dshs.texas.gov	
		4th Quarter B-13A (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov	
		Programmatic End-of-Year Performance Report	DSHS CHEPR External SharePoint Site	
NON-SPECIFIC DATE DEADLINES				
Performance Measures due to DSHS in a format specified by DSHS pending release of the report template from CDC.				DSHS CHEPR External SharePoint Site
Complete and submit the Operational Readiness Review (ORR) and all supporting documentation twenty (20) business days prior to the review in a format specified by DSHS. [DCIPHER for CRI and a Word Document for Non- CRI Jurisdictions] - Most forms are waived. Workforce Development and Training (WDT) and Access and Functional Needs (AFN) forms will be used to evaluate the PHEP Annual Exercise and the IPP.				DSHS External CHEPR SharePoint Site
DSHS may add contractual requirements and revise reporting due dates in this FY2024 PHEP Contractual Reporting Schedule to comply with modifications made to the grant award by the CDC. DSHS will notify Grantee of these modifications through a Technical Guidance Letter.				
PHEP Inbox - phep@dshs.texas.gov				Preparedness Exercise Inbox - Preparednessexercise@dshs.texas.gov
Attachment C- FY2024 PHEP Contractual Requirements Schedule				

**HEALTH AND HUMAN
SERVICES Contract: HHS001311200021**
Attachment D CONTRACT AFFIRMATIONS

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

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

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
- 2. Complete and Accurate Information**
Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
- 3. Public Information Act**
Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 4. Contracting Information Requirements**
Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

37. Abortion Funding Limitation

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

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

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

38. Funding Eligibility

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

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

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

40. COVID-19 Vaccine Passports

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

41. Entities that Boycott Energy Companies

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

42. Entities that Discriminate Against Firearm and Ammunition Industries

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

43. Security Controls for State Agency Data

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

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

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

45. Office of Inspector General Investigative Findings Expert Review

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

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

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

48. Critical Infrastructure Subcontracts

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

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

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

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

51. False Representation

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

52. False Statements

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

53. Permits and License

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

54. Equal Employment Opportunity

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

55. Federal Occupational Safety and Health Law

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

56. Signature Authority

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

Signature Page Follows

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

Hays County

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

Ruben Becerra

Date Signed

County Judge

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

Title of Authorized Representative

111 E. San Antonio St.

San Marcos, TX, 78666

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

512 393 2205

Phone Number

Fax Number

judge.becerra@co.hays.tx.us

097-494-884

Email Address

DUNS Number

74-6002241

74-6002241

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

RH4DFY1GC2R3

SAM.gov Unique Entity Identifier (UEI)

Attachment E



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 *Texttravel* guidelines, which can currently be accessed at: <https://fm.x.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.

ATTACHMENT F**HHS DATA USE AGREEMENT**

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR).

**ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2.
DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the

proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated

threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this

DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



Texas HHS System - Data Use Agreement - Attachment 2

SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input type="radio"/> Yes <input type="radio"/> No
2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<div style="border-bottom: 1px solid black; padding-bottom: 10px;"> A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address: </div> <div style="padding-top: 10px;"> B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address: </div>

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)

- Health Insurance Portability and Accountability Act (HIPAA) data
- Criminal Justice Information Services (CJIS) data
- Internal Revenue Service Federal Tax Information (IRS FTI) data
- Centers for Medicare & Medicaid Services (CMS)
- Social Security Administration (SSA)
- Personally Identifiable Information (PII)

HIPAA
☐CJIS
☐IRS FTI
☐CMS
☐SSA
☐PII
☐

Other (Please List)

7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))

Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.

Total #
(Sum a-d)

0

a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.

b. Servers. Number of Servers that are not in a data center or using Cloud Services.

c. Cloud Services. Number of Cloud Services in use.

d. Data Centers. Number of Data Centers in use.

8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:Select Option
(a-d)

a. 499 individuals or less

b. 500 to 999 individuals

c. 1,000 to 99,999 individuals

d. 100,000 individuals or more

- ☐ a.
☐ b.
☐ c.
☐ d.

9. HIPAA Business Associate Agreement

a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?

- ☐ Yes
☐ No

b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)

- ☐ Yes
☐ No
☐ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'

a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?

- ☐ Yes
☐ No
☐ N/A

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature**3. Title****4. Date:**To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐DFPS: ☐DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

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PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.mscc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

ATTACHMENT G



TEXAS

Health and Human Services

Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in **HHS UNIFORM TERMS AND CONDITIONS, ATTACHMENT E**.

1. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

2. DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster declared by the appropriate federal official, Grantee/Contractor may be called upon to assist the System Agency in providing the following services:

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

3. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at <https://www.lep.gov/>.
- B. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

- C. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

4. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement, the Parties agree that this Grant Agreement can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - i. Continue provision of services in response to a disaster declared by the governor; or
 - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee will provide and invoice for services in the same manner that is stated in the Grant Agreement.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

5. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee shall immediately report in writing to its assigned System Agency contract manager when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

6. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee shall notify the assigned System Agency contract manager if Grantee has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;

- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

7. NOTICE OF BANKRUPTCY

Grantee shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee.

8. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee's Contact Person or Key Personnel.

9. BYRD ANTI-LOBBYING AMENDMENT

Grantee certifies that no federal appropriated funds have been paid or will be paid to any persons or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, Grantee shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditures prohibition and the declaration requirement.

10. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Grantee represents and warrants that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

11. COMPLIANCE WITH LAWS, RULES, AND REQUIREMENTS

Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW

Grantee represents and warrants its compliance with 2 CFR §200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. EXCLUDED PARTIES

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

14. NO CONFLICTS OF INTEREST (FEDERAL)

Grantee represents and warrants its compliance with the Federal awarding agency’s conflict of interest policies in accordance with 2 CFR § 200.112.

15. OPEN MEETINGS

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

16. RECORDS RETENTION (FEDERAL)

Grantee represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. System Agency reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to System Agency’s custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subaward and subcontracts.

17. SUBAWARD MONITORING

Grantee represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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) §§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) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which 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) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will 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. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Hays County	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:

* DATE:



Texas Department of State
Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Hays County	FFATA Contact: (Name, Email and Phone Number): Marisol Villarreal-Alonzo marisol.alonzo@co.hays.tx.us 512 393 2283
Primary Address of Contractor: 712 S. Stagecoach Trail San Marcos, TX 78666	Zip Code: 9-digits required www.usps.com 78666-5999
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov RH4DFY1GC2R3	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17460022415002

Printed Name of Authorized Representative: Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative County Judge	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes ☐ No ☐

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☒

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☒

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☒ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

County Website www.hayscountytx.com

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

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TEXAS
Health and Human
Services

Texas Department of State
Health Services

**Public Health Emergency Preparedness
Work Plan and Vulnerable Populations Plan Template
Budget Period (BP) 5- FY24
Term: 7/1/2023– 6/30/2024**

Due: February 3, 2023

Local Health Department/Jurisdiction: Hays County

Report Completed by: Simone Corprew

Email: simone.corprew@co.hays.tx.us

Phone: 512 749 1161

Instructions: This template should be used to outline the work plan for Budget Period (BP) 5 – FY24 and provide a general summary of planned activities. Jurisdiction should:

- Select three (3) or more capabilities to work on in BP5– FY24.
- Develop the work plan by identifying jurisdictional needs within a capability, assessing current resources, and developing a plan to address identified gaps. Work Plan tasks and activities.
- **Carrying capabilities forward from previous budget periods:** Capabilities for BP5– FY24 may be the same as prior year selections. If the jurisdiction intends to carry work forward from BP4 – FY23 to BP5 – FY24, please mark this on page 3.
- **Changing capabilities:** Capabilities can be changed during the budget period. If there is a change to capabilities, please email a notification to the **PHEP email inbox** (PHEP@dshs.texas.gov).
- **Medical Countermeasures:** If Capabilities 8 and/or 9 (medical countermeasures) are selected, jurisdictions must select at least one (1) additional capability.
- Complete the **Vulnerable Populations Planning Module**.

Please email the completed jurisdictional work plan to the **PHEP email inbox** (PHEP@dshs.texas.gov) by **2/3/2023**.

Public Health Emergency Preparedness

Work Plan Template

Work Plan Executive Summary:

Please provide a very brief overview of the jurisdiction's goals for BP5 – FY24.

Goals for this period is to continue to provide opportunities for Community Preparedness and Recovery. Emphasis will continue to include Covid-19 relief to include All Hazards approach. Exercises this year will focus on Emergency Operations Center and Point of Dispensing Operations to be ready for continued support for vaccinations. Continued Responder Safety and Health along with Volunteer Management Activities

Capabilities

FY23: Please mark the capabilities that were addressed during BP4– FY23 in the column labeled *FY23*.

FY24: Please mark three (3) capabilities that will be addressed during BP5 – FY24 in the column labeled *FY24*.

COVID-19 Carryover: Please mark if capabilities that will be carried over to FY24 due to COVID-19 response activities in the column labeled *COVID-19 Carryover*.

CAPABILITY	FY23	FY24
Community Preparedness	x	x
Community Recovery	x	x
Emergency Operations Coordination	x	x
Emergency Public Information and Warning	x	x
Fatality Management	<input type="checkbox"/>	<input type="checkbox"/>
Information Sharing	<input type="checkbox"/>	x
Mass Care	<input type="checkbox"/>	<input type="checkbox"/>
Medical Countermeasures Dispensing and Administration	x	x
Medical Materiel Management and Distribution	<input type="checkbox"/>	<input type="checkbox"/>
Medical Surge	<input type="checkbox"/>	<input type="checkbox"/>
Nonpharmaceutical Intervention	<input type="checkbox"/>	<input type="checkbox"/>
Public Health Laboratory Testing	<input type="checkbox"/>	<input type="checkbox"/>
Public Health Surveillance and Epidemiological Investigation	x	x
Responder Safety and Health	x	x
Volunteer Management	x	x

Capability

- ☒ Capability 1: Community Preparedness
- ☐ Capability 2: Community Recovery
- ☐ Capability 3: Emergency Operations Coordination
- ☐ Capability 4: Emergency Public Information and Warning
- ☐ Capability 5: Fatality Management
- ☐ Capability 6: Information Sharing
- ☐ Capability 7: Mass Care
- ☐ Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution
- ☐ Capability 10: Medical Surge
- ☐ Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources: *Printed Materials, social media and messaging, private and public partners, VOADs*

Identified needs/gaps: *Still some limited personnel and outreach activities due to Covid - 19 restrictions.*

Objective(s): *Provide a consistent message by using web and social media for community preparedness*

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Emergency Preparedness Fair</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>Nov 2023</i>
<i>Community Events</i>	Michelle Villegas	<i>OES Staff, CERT, Health Disparities Staff</i>		<i>Aug 2023</i>
<i>Partner with Faith Based Organizations</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>May 2024 (ongoing)</i>

Capability

- ☐ Capability 1: Community Preparedness
☒ Capability 2: Community Recovery
☐ Capability 3: Emergency Operations Coordination
☐ Capability 4: Emergency Public Information and Warning
☐ Capability 5: Fatality Management
☐ Capability 6: Information Sharing
☐ Capability 7: Mass Care
☐ Capability 8: Medical Countermeasure Dispensing and Administration
☐ Capability 9: Medical Materiel Management and Distribution
☐ Capability 10: Medical Surge
☐ Capability 11: Nonpharmaceutical Interventions
☐ Capability 12: Public Health Laboratory Testing
☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
☐ Capability 14: Responder Safety and Health
☐ Capability 15: Volunteer Management

Assessment of
current relevant
resources:

Current Resources include Faith Based Organizations, CVOADS, Hill County Mental Health, and Blanco River Regional Recovery Team (BR3T), Local Hospitals, CERT, and TSAR.

Identified
needs/gaps:

Identifying local vulnerable population, new residents to the county and new students to Texas State University

Objective(s):

Build a volunteer organization which is trained in case management, disaster assessment, and volunteer resourcing

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Workshops</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>June 2024</i>
<i>Marketing Information portal for all visitors and new residents</i>	Mike Jones	<i>Texas State University</i>		<i>July 2023</i>

Capability

- ☐ Capability 1: Community Preparedness
☐ Capability 2: Community Recovery

- ☒ Capability 3: Emergency Operations Coordination
☐ Capability 4: Emergency Public Information and Warning
☐ Capability 5: Fatality Management
☐ Capability 6: Information Sharing
☐ Capability 7: Mass Care
☐ Capability 8: Medical Countermeasure Dispensing and Administration
☐ Capability 9: Medical Materiel Management and Distribution
☐ Capability 10: Medical Surge
 Capability 11: Nonpharmaceutical Interventions
☐ Capability 12: Public Health Laboratory Testing
☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
☐ Capability 14: Responder Safety and Health
☐ Capability 15: Volunteer Management

Assessment of current relevant resources:	<i>Epidemiologists (2), Emergency Preparedness Coordinator, CERT</i>
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Identified needs/gaps:	Continue to strengthen relationships with new personnel and staff members
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Objective(s):	Coordinate with OES for all public health concerns related to current disaster response.
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Outcome(s):	
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Output(s):	
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Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Identify public health and safety concerns</i>	Michelle Villegas	<i>OES Staff, Health Department</i>		<i>May 2024</i>
<i>Determine best actions and plans for congregate and non-congregate housing needs/concerns</i>	Michelle Villegas	<i>OES Staff, Health Department</i>		<i>May 2024</i>

Capability

- ☐ Capability 1: Community Preparedness
☐ Capability 2: Community Recovery
☐ Capability 3: Emergency Operations Coordination
☐ Capability 4: Emergency Public Information and Warning
☐ Capability 5: Fatality Management
☐ Capability 6: Information Sharing

- ☐ Capability 7: Mass Care
- ☒ Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution
- ☐ Capability 10: Medical Surge
- ☐ Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources:	<i>Independent School Districts, CERT, CPOD Partners, County First Responders i.e. Police, Hays County Sheriff's Office, Fire, EMS, and Hospitals</i>
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Identified needs/gaps:	Continue testing each of our public point of dispensing (POD) locations
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Objective(s):	Use "Head of Household" model, complete drive thru operations to equal 64 vehicles per hour.
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Outcome(s):	
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Output(s):	
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Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Tabletop Exercise</i>	Michelle Villegas	<i>OES Staff, Health Department, CERT, CPOD Partners</i>		<i>May 2023</i>
<i>Full Scale POD Exercise at Lehman High School</i>	Michelle Villegas	<i>OES Staff, Health Department, CERT, CPOD Partners</i>		<i>December 2023</i>

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judge.becerra@co.hays.tx.us

Hays County Judge

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Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

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(None)**Electronic Record and Signature Disclosure:**

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Patty Melchior

Patty.Melchior@dshs.texas.gov

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

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Dave Gruber

Dave.Gruber@dshs.texas.gov

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

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

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

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

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

To request paper copies from DSHS Contract Management Section

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

To withdraw your consent with DSHS Contract Management Section

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



FY2024

Contract Type: CPS/Hazards

Applicant Information

Legal Name of Applicant Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, Texas

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code):

17460022415002

Unique Entity Identifier (UEI) This is a required field, if receiving federal funding. The Unique Entity Identification code can be located on Sam.gov):

RH4DFY1GC2R3

Type of Entity (Choose one)

City: ☐

Click on appropriate box

County: ☒

Other Political Subdivision: ☐

Project Period

Start Date: 7/1/2023

End Date: 6/30/2024

Counties Served

County(ies) Served:

Hays

Amount of Funding Allocated:

\$126,721.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO Tammy Crumley
Phone: 512-878-6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13/FSR Rep: Carmen Glover
Phone: 512-393-2857 Ext:
Fax:
E-mail: carmen.glover@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

PHEP (HAZARDS) Program Leader: Michelle Villegas
Phone: 512-393-7779 Ext:
Fax:
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

SNS (CRI) Coordinator: Michelle Villegas
Phone: 512-393-7779 Ext:
Fax:
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Authorized Signatory for **DocuSign** Ruben Becerra
Phone: 512-393-2205 Ext:
Fax: 512-393-2248
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

111 E. San Antonio St., Ste. 300, San Marcos, TX
78666

Additional Authorized Signatory for **DocuSign** only if applicable
(FFATA, Certs, etc)
Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person Simone Corprew
Phone: 512-749-1161 Ext:
Fax:
E-mail: simone.corprew@co.hays.tx.us

Emergency Contact Tammy Crumley
Cell Phone: 512-878-6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds (6)
A. Personnel	\$74,526	\$74,526			\$0	
B. Fringe Benefits	\$33,353	\$33,353			\$0	
C. Travel	\$6,472	\$0			\$6,472	
D. Equipment	\$0	\$0			\$0	
E. Supplies	\$19,062	\$12,862			\$6,200	
F. Contractual	\$0	\$0			\$0	
G. Other	\$5,980	\$5,980			\$0	
H. Total Direct Costs	\$139,393	\$126,721	\$0	\$0	\$12,672	\$0
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$139,393	\$126,721	\$0	\$0	\$12,672	\$0
				Match Percentage	10.00%	

If the Contractor is using Indirect Costs as Match, then enter the amount in Line 16, Column H.

PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

[illegible]

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = \$74526 X 6.2% = \$4621,	MEDICARE X 1.45% = \$1081,	RETIREMENT X 13.51% = \$10068
MEDICAL, DENTAL, & LIFE INSURANCE = (944.38+33.74+5.25) = \$11,800.44 x 1.49= \$17583		

Total Number of FTEs:	1.49		Fringe Benefit Rate %	44.75%
			Fringe Benefits Total	\$33,353

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

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

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

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

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 3/25/2014

EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$0

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Pelican Cases	4 - 6 Pelican Cases for POD Trailers and PHEP Supplies. About \$400 per case with no single item over \$499.	\$2,400
Traffic Cones	Orange traffic cones for directing car and foot traffic (as many as possible for allotted amount) with no single item over \$499	\$900
Emergency blankets and cots	To purchase emergency relief cot blankets in bulk and sleeping cots. As much as we can for the funds allotted with no single item over \$499	\$2,362
LED Traffic Safety Batons	To be used at exercises and during actual events/emergencies to direct traffic with no single item over \$499	\$500
Hi-Vis Safety Vests	Worn by employees and volunteers during all practiced and actual events (50 vests at about \$20 per vest) with no single item over \$499	\$1,000
Zebra Direct Thermal Barcode Printer and Scanner System	To inventory, barcode, and keep track of all PHEP purchased items with no single item over \$499	\$1,500
Extension cords and pedestrian cable protectors	Extension cords to run portable heaters, computer equipment, lights, etc. while at practiced and actual events. Protectors to put over cords to prevent tripping with no single item over \$499	\$1,200
PPE and Sanitizing Supplies	Gloves, masks, gowns, sanitizing supplies. No single item will exceed \$499.	\$3,000

Revised: 3/25/2014

	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

\$12,862

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Phone Line Utilities	Utility costs: (12 lines) Grande data and land phone lines \$87.42 per/month, (4 lines) AT&T Mobility phones \$245.91 per month to provide cellular lines and data (12 months of service)	\$2,000
APIC Membership - Juli Barksdale	Association of Public Infection Control (APIC) annual membership fee for one (1) employee	\$300
APIC Costs	Education materials - Covers cost for annual subscription to American Journal of Infection Control and attendance to the monthly meetings.	\$200
T-Mobile Internet Service	Internet service for security cameras (\$40 per month X 12 months)	\$480
Printing	To print brochures that will be used for Community Outreach. 6 print jobs at \$500 per job.	\$3,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$5,980



AGENDA ITEM REQUEST FORM: **G. 12.**

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the rescheduling of the Hays Commissioners Court from May 9th to May 2nd due to essential training in the County Clerk's Office. **BECERRA**

Summary



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of Amendment 5 to the FY23 Department of State Health Services (DSHS), Immunizations/Locals (IMM/LOCALS) grant contract. **INGALSBE/T.CRUMLEY**

Summary

The Department of State Health Services (DSHS) is requesting an amendment to the FY23 Immunizations/Locals grant contract. This amendment does not alter the amount of funding Hays County receives or the period of the grant. This amendment updates verbiage in the Statement of Work required for compliance with updated DSHS safety and data policies for 2023.

Grant number HHS00010480001

Grant Period: 9/1/2018 - 8/31/2023

Attachments

IMM/LOCALS Amendment 5

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000104800001
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** (Grantee), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2018, and denominated DSHS Contract No. HHS000104800001 (the Contract), as amended, now want to further amend the Contract.

WHEREAS, DSHS wants to revise **ATTACHMENT A-2, FY 2023 STATEMENT OF WORK**.

NOW, THEREFORE, the Parties agree as follows:

1. **ATTACHMENT A-2, FY 2023 STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-3, FY 2023 STATEMENT OF WORK**.
2. **ATTACHMENT C** of the **CONTRACT, UNIFORM TERMS AND CONDITIONS**, is hereby deleted in its entirety and replaced with **ATTACHMENT C-1, UNIFORM TERMS AND CONDITIONS**.
3. **ATTACHMENT G** of the **CONTRACT, DATA USE AGREEMENT**, is hereby deleted in its entirety and replaced with **ATTACHMENT G-1, DATA USE AGREEMENT**.
4. **ATTACHMENT H-3, IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT**, is hereby deleted in its entirety.
5. This Amendment No. 5 shall be effective as the date last signed below.
6. Except as modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. The Parties signing below are duly authorized to execute this amendment.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. The following attachments are fully incorporated in this Amendment and the Contract as if set forth herein fully:

**ATTACHMENT A-3 – FY 2023 STATEMENT OF WORK
ATTACHMENT C-1 – UNIFORM TERMS AND CONDITIONS
ATTACHMENT G-1 – DATA USE AGREEMENT**

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT No. 5
DSHS CONTRACT No. HHS000104800001

**DEPARTMENT OF STATE HEALTH
SERVICES**

**HAYS COUNTY LOCAL HEALTH
DEPARTMENT**

By: _____

By: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENTS FOLLOW

ATTACHMENT A-3 FY 2023 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.
- B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) Programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form (EF11-13999)*.
- C. Comply with written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster.
- D. Adhere to DSHS Immunization updated guidance according to the *FY2023 Contractors Guide*, located at:
<https://www.dshs.texas.gov/immunize/Responsible-Entities/Contract-Management/>.
- E. Adhere to Health and Safety Code Section 1001.089, and any information obtained must be used for the provision of essential public health functions and adhere to the Data Use Agreement.
- F. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.
- G. Report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§ 97.1-97.6, as amended, and as otherwise required by law.
- H. Report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967), as amended.
- I. Sustain a network of TVFC/ASN providers to administer vaccines to program-eligible populations by conducting the following activities:
 - 1. Ensuring New Provider Checklist is completed;
 - 2. Conducting quality assurance reviews;
 - 3. Ensuring annual influenza pre-book survey is completed;
 - 4. Conducting compliance site visits;

5. Conducting unannounced storage and handling visits; and
 6. Ensuring providers adhere to the vaccine borrowing procedure.
- J. Participate in audits and assessments through the following activities:
1. Completing and submitting through Child Health Reporting System (CHRS) all audits and assessments conducted on childcare facilities and Head Start Centers;
 2. Completing audits, assessments and retrospective surveys of public and private schools;
 3. Reviewing monthly reports to ensure data quality;
 4. Reviewing the monthly Provider Activity Reports;
 5. Reviewing the quarterly Consent Accepted Rate Evaluations; and
 6. Conducting quality improvement assessments of Texas Immunization Registry organizations.
- K. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:
1. American Indian Tribes;
 2. Schools and childcare facilities;
 3. Healthcare workers; and
 4. Community and general public.
- L. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction or because of an inability to pay an administration fee.
- M. Be responsible for identification and case management of all hepatitis B surface antigen (HBsAg)-positive pregnant women. Grantee shall ensure timely newborn post-exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globulin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).
- N. Be responsible for assessing and/or auditing coverage rates and/or compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually from DSHS.
- O. Transfer (which may include shipping) overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region (PHR) Immunization Program Manager to avoid vaccine waste. Grantee is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.
- P. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.

- Q. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this Contract before the end of the Contract term.
- R. Submit out-of-state travel requests to the Immunization Section for approval when utilizing Contract funds or program income.
- S. Report the number of doses administered to underinsured children monthly, as directed by DSHS.
- T. Report the number of unduplicated underinsured clients served, as directed by DSHS.
- U. Complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Section and available at <https://dshs.texas.gov/immunize/lhd.shtm> by the report due date. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2022 to 11/30/2022	12/31/2022
Programmatic	12/1/2022 to 02/28/2023	03/31/2023
Programmatic	03/1/2023 to 05/31/2023	06/30/2023
Programmatic	06/1/2023 to 08/31/2023	09/30/2023

Submit quarterly reports electronically through an online tool according to the timeframes stated above. DSHS Immunization Section will provide instructions at the beginning of each state fiscal year through CMS. Supplemental report documents (PEAR and AFIX reports, vacancy letters, etc.) should be sent to dshsimmunizationcontracts@dshs.texas.gov.

II. PERFORMANCE MEASURES

- A. The System Agency will monitor the Grantee's performance of the requirements in this Attachment A-3 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm> and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month. Documentation shall be submitted in a format approved by DSHS Immunization Section.

At a minimum voucher should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Dates services were completed and/or products were delivered;
 4. The total invoice amount; and
 5. DSHS supporting documentation.
- B. Voucher and supporting documentation shall be mailed or submitted by fax or electronic mail to DSHS Claims Processing Unit at the address/number below, and to the Immunization Section at DSHSImmunizationContracts@dshs.texas.gov.

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.texas.gov and CMSinvoices@dshs.texas.gov

Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-4, FY 2023 Budget of this Contract.



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://fm.x.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.

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Shari Miller, Human Resources Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Kalahari Resort in the amount of \$1,200.60 for employee lodging at the TAC Management and Risk Conference where no purchase order was issued as required per the Hays County Purchasing Policy.

INGALSBE/MILLER

Summary:

Three HR employees lodged at Kalahari Resort for the TAC Management and Risk Conference. Each employee reservation was conducted as an individual transaction of \$400.20, for a grand total of \$1,200.60. A purchase order was not requested for the cumulative total of all three transactions.

Fiscal Impact:

Amount Requested: \$1,200.60

Line Item Number: 001-677-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Constable John Ellen

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize payment to Bluebonnet Motors in the amount of \$772.28 for the Constable Precinct 5 Office related to vehicle repairs in which no purchase order was issued as required per the Hays County Purchasing Policy. **COHEN/ELLEN**

Summary:

The Constable's Office had repairs completed on the 2018 Ford Explorer related to the windshield wiper wiring and steering column housing assembly. A purchase order was not in place prior to the work being completed as required per the County purchasing policy.

Fiscal Impact:

Amount Requested: \$772.28

Line Item Number: 001-639-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

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

New Revenue Y/N?: N/A

Comments:

Attachments

Bluebonnet Motors Invoice

LOT LOCATION:
CUSTOMER #: 160955

778799

INVOICE



351 I.H. 35 S.
New Braunfels, Texas 78130
Phone: (830) 606-8011
Fax: (830) 609-7035
www.bbmotors.com

HAYS COUNTY SHERIFF DEPT
712 STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-5071
HOME:512-738-1043 CONT:512-738-1043

PAGE 1

BUS: CELL: SERVICE ADVISOR: 4255 JOSE ALVARADO

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT	TAG
	18	FORD EXP		1FM5K8AR7JGB12892			63799/63799	T3734
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE
28MAR23 IS			19:00 11APR23				CASH	17APR23
28MAR23 DD								

R.O. OPENED READY OPTIONS: ENG:3.7_Liter_Ti-VCT

08:03 11APR23 15:00 17APR23

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A WIPERS INOP=

03 BASIC ELECTRICAL/C

5609 LEIJA,MARIO LIC#: 001062050

CPSC

		212.50	212.50
1	FB5Z*17508*A MOTOR ASY - WIPER	205.45	205.45
1	GB5Z*3F791*BB HOUSING ASY - STEERING COLUMN	343.33	343.33
4	*W709919*S438 CLIP	2.75	2.75

PARTS: 559.78 LABOR: 212.50 OTHER: 0.00 TOTAL LINE A: 772.28

C/S WIPERS INOP- VERIFIED CONCERN- SHOWED MOTOR SHORTED AND
POSSIBLY CONTROL MODULE-PLUGGED IN NEW WIPER MOTOR AND TESTED FOR
POWER- NO OUTPUT- WILL NEED STEERING COLUMN CONTROL MODULE

B VEHICLE INSPECTION REPORT

99P VEHICLE INSPECTION REPORT

5609 LEIJA,MARIO LIC#: 001062050

CPF

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

4/11 BC SOP GONE 11:19

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE §. 70.001		* SHOP SUPPLY COSTS:	DESCRIPTION	TOTALS
The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership prelinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with §. 9.609 of the Texas Business & Commerce Code until the amount due is paid.		We have added a charge equal to 20% of the total cost of labor and parts, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair.	LABOR AMOUNT	212.50
			PARTS AMOUNT	559.78
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES *	0.00
			TOTAL CHARGES	772.28
			LESS INSURANCE	0.00
			SALES TAX	0.00
			PLEASE PAY THIS AMOUNT	772.28
Customer X _____ Date _____		ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		
WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSE SIDE OF THIS REPAIR INVOICE FOR THE DEALERSHIP'S LIMITED WARRANTY.				
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.				
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE		



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize the transfer of additional funding to the County Judge's continuing education budget for expenses related to the Texas Emergency Management Conference, South Texas Judges and Commissioners Conference, and the National Association of Counties (NACo) Conference and amend the budget accordingly. **BECERRA**

Summary:

The County Judge's Office staffing levels increased this budget year, therefore is in need of additional continuing education funds for registration, hotel and per diems for attendance to several conferences.

The Texas Emergency Management Conference will be held in Fort Worth from May 30-June 2. This conference attracts over 3,000 elected officials, first responders, and decision makers from across Texas. The conference provides jurisdictions an opportunity to see and learn about innovative products and services from numerous organizations.

The South Texas County Judges and Commissioners Conference will be held in San Antonio in June. This conference provides valuable information to assist with daily operations as an elected official.

The NACo Conference will be held in Austin in July and is one of the largest meetings for county elected officials across the country. County participants come together to shape NACo's federal policy agenda, share proven practices and strengthen networks to help improve the efficiency of county government.

Fiscal Impact:

Amount Requested: \$7,000

Line Item Number: 001-600-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source, County-Wide contingencies.

\$7,000 - Increase County Judge's Continuing Education 001-600-00.5551

(\$7,000) - Decrease TBD (County-Wide Contingencies)

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: 04/25/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Accept donations totaling \$13,410.73 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

The Hays County Child Protective Board has received grants from the City of San Marcos and the San Marcos Lions Club utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:

- >Basic Clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by government programs
- >Provide support for CPS caseworkers participation in professional training
- >Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$13,411) - Increase Contributions 001-895-98-354.4610

\$13,411 - Increase Project Expense 001-895-98-354.5600

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$13,411 Contributions for Hays County Child Protective Board

Comments:

Attachments

HCCPB Donation Letter



Hays County Child Protective Board

605 Rogers St.
San Marcos, Texas 78666

Memorandum
April 13, 2023

To: Vickie Dorsett, Budget Director
Hays County Budget Office
111 E. San Antonio St.
San Marcos, TX 78666

From: Mary Cauble, Treasurer
Hays County Child Protective Board
401 (C) Broadway
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursements

As a result of a grants from the City of San Marcos and the San Marcos Lions Club the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through. The

- \$7,410.73 City of San Marcos (last disbursement for the 2022 grant)
- \$6,000.00 San Marco Lions Club (2023 grant, one time disbursement)

Please let me know if you have any questions.

Your assistance is always very much appreciated.

\$13,410.73

*Treasurer - deposit to:
001-895-98-354.4610*

*Auditor - pay to HCCPB
001-895-98-354.5600*

** will place on 4/25/23
agenda to accept pass-through donations.*

(Signature)



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Agenda Item

Accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2022 for filing with the Hays County Commissioners Court pursuant to Texas Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. **VILLARREAL-ALONZO**

Summary

Texas Local Government Code 140.004(d) requires that the community supervision and corrections department (CSCD) file with the Commissioners Court a complete financial statement of the department's preceding fiscal year. The CSCD audited Fiscal Year 2022 Financial Statements are attached.

Attachments

CSCD Letter to Hays County
CSCD Management Letter
CSCD FY22 Financial Statements



Community Supervision and Corrections Department

Serving the Courts and Communities of Caldwell, Comal and Hays Counties

Eric Aguirre – Director

1703 S. Colorado ~ Lockhart, Texas 78644 ~ (512) 398-4307 ~ Fax (512) 398-3297

Wednesday, April 19, 2023

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

Dear Judge Becerra and Commissioners:

Pursuant to Local Government Code, Section 140.004 and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual, the Community Supervision and Corrections Department (CSCD) of Caldwell, Comal and Hays County files for acceptance, its Financial Statements for the Fiscal Year ending on August 31, 2022.

The attached documents are being filed for informational purposes only and to satisfy the requirements of the above-referenced statute.

Please direct any questions to Charles Torres, CSCD Fiscal Officer or Eric Aguirre, CSCD Executive Director.

Respectfully,

Charles Torres
CSCD Fiscal Officer
1703 S. Colorado, Box 9
Lockhart, Texas 78644
(512) 398-4307

cc: Mr. Eric Aguirre, Director
Central Files

Hays CSCD
712 S. Stagecoach Trail
San Marcos, TX 78666
(512) 353-5892

Comal CSCD
160 E. Bridge St.
New Braunfels, TX 78132
(830) 221-1160

Caldwell CSCD
1703 S. Colorado
Lockhart, TX 78644
(512) 398-4431



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

Communication with Those Charged with Governance

January 31, 2023

To the Caldwell County Community Supervision and Corrections Department
Lockhart, Texas

We have audited the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2022, and have issued our report thereon dated January 31, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 4, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with the prescribed basis of accounting that demonstrates compliance with the Texas Departments of Criminal Justice – Community Justice Assistance Division’s financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Caldwell County Community Supervision and Corrections Department solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Audit Findings

Management has the responsibility to select and use of appropriate accounting policies. A summary of the significant accounting policies adopted by the Caldwell County Community Supervision and Corrections Department is included in Note 2 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no significant estimates reported in the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no known material misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Caldwell County Community Supervision and Corrections Department's financial statements or to the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated January 31, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Caldwell County Supervision and Corrections Department, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Caldwell County Supervision and Corrections Department's auditors.

This information is intended solely for the information and use of the Board of Judges and management of the Caldwell County Supervision and Corrections Department and is not intended to be and should not be used by anyone other than these specified parties.

It has been our pleasure to provide these services to the Caldwell County Community Supervision and Corrections Department. We urge you to contact us if we can be of further assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

January 31, 2023

***CALDWELL COUNTY
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT***

FINANCIAL STATEMENTS

***FOR THE YEAR ENDED
AUGUST 31, 2022***



CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2022

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CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2022

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Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Caldwell County Community Supervision and Corrections Department (CSCD), which comprise the combined statements of financial position as of August 31, 2022, and the related financial statements of activities for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 6, 2023.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial statements of Caldwell County Community Supervision and Corrections Department for the year ended August 31, 2022 in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Caldwell County Community Supervision and Corrections Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter — Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, the Caldwell County Community Supervision and Corrections Department prepares its financial statements using accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting practices prescribed or permitted by the TDCJ-CJAD to demonstrate compliance with the TDCJ-CJAD's regulatory basis of accounting and budget laws. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Caldwell County Community Supervision and Corrections Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on Use

Our report is intended solely for the information and use of Caldwell County Community Supervision and Corrections Department and the TDCJ-CJAD and is not intended to be and should not be used by anyone other than these specified parties.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2023 on our consideration of Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caldwell County Community Supervision and Corrections Department's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

Universal City, Texas

February 6, 2023

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2022

	Basic Supervision	Community Corrections	Diversion Programs
ASSETS			
<i>Cash and Investments:</i>			
Bank Balances	\$ 3,385,650	\$ 92,179	\$ 105,413
<i>Total Cash and Investments</i>	<u>3,385,650</u>	<u>92,179</u>	<u>105,413</u>
<i>Accounts Receivable:</i>			
Community Supervision Fees	29,275	-	-
Due from Others	<u>34,669</u>	<u>-</u>	<u>-</u>
<i>Total Accounts Receivable</i>	<u>63,944</u>	<u>-</u>	<u>-</u>
TOTAL ASSETS	<u><u>\$ 3,449,594</u></u>	<u><u>\$ 92,179</u></u>	<u><u>\$ 105,413</u></u>
LIABILITIES AND FUND BALANCE			
<i>Liabilities:</i>			
Accounts Payable	\$ 48,300	\$ 1,762	\$ 299
<i>Total Liabilities</i>	<u>48,300</u>	<u>1,762</u>	<u>299</u>
<i>Fund Balance</i>	<u>3,401,294</u>	<u>90,417</u>	<u>105,114</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 3,449,594</u></u>	<u><u>\$ 92,179</u></u>	<u><u>\$ 105,413</u></u>

The accompanying notes are an integral part of these financial statements.

<u>TAIP</u>	<u>Total</u>
<u>\$ 6,820</u>	<u>\$ 3,590,062</u>
<u>6,820</u>	<u>3,590,062</u>
-	29,275
-	34,669
-	63,944
<u>\$ 6,820</u>	<u>\$ 3,654,006</u>

<u>\$ -</u>	<u>\$ 50,361</u>
<u>-</u>	<u>50,361</u>
<u>6,820</u>	<u>3,603,645</u>
<u>\$ 6,820</u>	<u>\$ 3,654,006</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 2022

	Basic Supervision	Community Corrections	Diversion Programs
REVENUE			
State Aid	\$ 1,209,491	\$ 579,950	\$ 1,017,482
One-Time/Supplemental Payment	175,195	-	-
Total State Aid Not Including SAFPF	<u>1,384,686</u>	<u>579,950</u>	<u>1,017,482</u>
State Aid: SAFPF	7,767	-	-
Community Supervision Fees	2,808,378	-	-
Payments by Program Participants	333,729	33,894	-
Interest Income	26,198	-	-
Other Revenue	4,192	-	-
TOTAL REVENUE	<u>4,564,950</u>	<u>613,844</u>	<u>1,017,482</u>
EXPENDITURES			
Salaries & Fringe Benefits	3,402,810	488,075	937,420
Travel & Furnished Transportation	27,485	8,560	2,286
Contract Services for Offenders	33,591	4,110	2,225
Professional Fees	162,913	645	2,295
Supplies & Operating Expenses	83,848	22,037	9,829
Utilities	27,999	-	-
Equipment	41,093	-	-
TOTAL EXPENDITURES	<u>3,779,739</u>	<u>523,427</u>	<u>954,055</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>785,211</u>	<u>90,417</u>	<u>63,427</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	41,687
Basic Supervision Interfund Transfer Out	(41,687)	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(41,687)</u>	<u>-</u>	<u>41,687</u>
PRIOR YEAR ENDING FUND BALANCE	2,893,949	-	-
Prior Year Refund (BS Only)	(236,179)	-	-
Adjusted Beginning Fund Balance	<u>2,657,770</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 3,401,294</u>	<u>\$ 90,417</u>	<u>\$ 105,114</u>

The accompanying notes are an integral part of these financial statements.

<u>TAIP</u>	<u>Total</u>
\$ 167,000	\$ 2,973,923
-	175,195
167,000	3,149,118
-	7,767
-	2,808,378
-	367,623
-	26,198
-	4,192
167,000	6,363,276
159,427	4,987,732
468	38,799
-	39,926
285	166,138
-	115,714
-	27,999
-	41,093
160,180	5,417,401
6,820	945,875
-	41,687
-	(41,687)
-	-
-	2,893,949
-	(236,179)
-	2,657,770
\$ 6,820	\$ 3,603,645

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES
ALL DIVERSION PROGRAM FUNDS
FOR THE YEAR ENDED AUGUST 31, 2022

	Mentally Impaired Specialized Caseload (non-initiative)	Mental Health Initiative - Special Needs	Substance Abuse and Aftercare Caseload
REVENUE			
State Aid	\$ 175,000	\$ 106,000	\$ 241,511
TOTAL REVENUE	<u>175,000</u>	<u>106,000</u>	<u>241,511</u>
EXPENDITURES			
Salaries & Fringe Benefits	154,155	89,450	240,942
Travel & Furnished Transportation	29	540	-
Contracted Services	1,175	1,050	-
Professional Fees	-	260	-
Supplies & Operating Expenses	1,800	3,033	-
TOTAL EXPENDITURES	<u>157,159</u>	<u>94,333</u>	<u>240,942</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>17,841</u>	<u>11,667</u>	<u>569</u>
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	-	-	3,371
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>3,371</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 17,841</u>	<u>\$ 11,667</u>	<u>\$ 3,940</u>

The accompanying notes are an integral part of these financial statements.

Outpatient Substance Abuse	Counseling- Assessment, Evaluation, Cognitive	Pretrial Diversion	Total
<u>\$ 303,412</u>	<u>\$ 109,000</u>	<u>\$ 82,559</u>	<u>\$ 1,017,482</u>
<u>303,412</u>	<u>109,000</u>	<u>82,559</u>	<u>1,017,482</u>
256,618	81,788	114,467	937,420
804	913	-	2,286
-	-	-	2,225
1,622	413	-	2,295
-	4,996	-	9,829
<u>259,044</u>	<u>88,110</u>	<u>114,467</u>	<u>954,055</u>
<u>44,368</u>	<u>20,890</u>	<u>(31,908)</u>	<u>63,427</u>
-	-	38,316	41,687
-	-	38,316	41,687
-	-	-	-
<u>\$ 44,368</u>	<u>\$ 20,890</u>	<u>\$ 6,408</u>	<u>\$ 105,114</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 1,384,686	\$ 1,209,491	\$ (175,195)
State Aid: SAFPF	10,000	7,767	(2,233)
Community Supervision Fees	2,800,000	2,808,378	8,378
Payments by Program Participants	150,000	333,729	183,729
Interest Income	3,000	26,198	23,198
Carry Over from Previous FY (Prior Year Ending Fund Balance)	2,657,771	2,893,949	236,178
Other Revenue	-	4,192	4,192
Basic Supervision Interfund Transfer Out	(41,687)	(41,687)	-
TOTAL REVENUE	<u>6,963,770</u>	<u>7,242,017</u>	<u>278,247</u>
EXPENDITURES			
Salaries & Fringe Benefits	4,176,227	3,402,810	773,417
Travel & Furnished Transportation	57,660	27,485	30,175
Contract Services for Offenders	69,800	33,591	36,209
Professional Fees	374,700	162,913	211,787
Supplies & Operating Expenses	2,150,383	83,848	2,066,535
Utilities	69,000	27,999	41,001
Equipment	66,000	41,093	24,907
TOTAL EXPENDITURES	<u>6,963,770</u>	<u>3,779,739</u>	<u>3,184,031</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	3,462,278	\$ 3,462,278
OTHER FINANCING SOURCES (USES) ACTUALS			
One-Time Payment - Actual		<u>175,195</u>	
TOTAL OTHER FINANCING SOURCES (USES)		<u>175,195</u>	
PRIOR YEAR ENDING FUND BALANCE			
Prior Year Refund (BS Only) - Actuals		<u>(236,179)</u>	
TOTAL PRIOR PERIOD ADJUSTMENTS & REFUNDS - ACTUALS		<u>(236,179)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 3,401,294</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 579,950	\$ 579,950	\$ -
Payments by Program Participants	30,000	33,894	3,894
TOTAL REVENUE	<u>609,950</u>	<u>613,844</u>	<u>3,894</u>
EXPENDITURES			
Salaries & Fringe Benefits	544,735	488,075	56,660
Travel & Furnished Transportation	17,620	8,560	9,060
Contract Services for Offenders	18,495	4,110	14,385
Professional Fees	3,600	645	2,955
Supplies & Operating Expenses	25,500	22,037	3,463
TOTAL EXPENDITURES	<u>609,950</u>	<u>523,427</u>	<u>86,523</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	90,417	\$ 90,417
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 90,417</u></u>	

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 175,000	\$ 175,000	\$ -
TOTAL REVENUE	<u>175,000</u>	<u>175,000</u>	<u>-</u>
 EXPENDITURES			
Salaries & Fringe Benefits	168,252	154,155	14,097
Travel & Furnished Transportation	1,500	29	1,471
Contracted Services for Offenders	2,448	1,175	1,273
Professional Fees	1,000	-	1,000
Supplies & Operating Expenses	1,800	1,800	-
TOTAL EXPENDITURES	<u>175,000</u>	<u>157,159</u>	<u>17,841</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	17,841	\$ 17,841
 PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
 AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 17,841</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE – SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 106,000	\$ 106,000	\$ -
TOTAL REVENUE	<u>106,000</u>	<u>106,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	89,450	89,450	-
Travel & Furnished Transportation	2,750	540	2,210
Contracted Services	9,850	1,050	8,800
Professional Fees	750	260	490
Supplies & Operating Expenses	3,200	3,033	167
TOTAL EXPENDITURES	<u>106,000</u>	<u>94,333</u>	<u>11,667</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	11,667	\$ 11,667
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 11,667</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 241,511	\$ 241,511	\$ -
Basic Supervision Interfund Transfer In	3,371	3,371	-
TOTAL REVENUE	<u>244,882</u>	<u>244,882</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	244,882	240,942	3,940
TOTAL EXPENDITURES	<u>244,882</u>	<u>240,942</u>	<u>3,940</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	3,940	\$ 3,940
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 3,940</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 303,412	\$ 303,412	\$ -
TOTAL REVENUE	<u>303,412</u>	<u>303,412</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	298,912	256,618	42,294
Travel/Furnished Transportation	2,500	804	1,696
Professional Fees	2,000	1,622	378
TOTAL EXPENDITURES	<u>303,412</u>	<u>259,044</u>	<u>44,368</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	44,368	\$ 44,368
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 44,368</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 109,000	\$ 109,000	\$ -
TOTAL REVENUE	<u>109,000</u>	<u>109,000</u>	<u>-</u>
 EXPENDITURES			
Salaries & Fringe Benefits	101,000	81,788	19,212
Travel & Furnished Transportation	2,000	913	1,087
Professional Fees	1,000	413	587
Supplies & Operating Expenses	5,000	4,996	4
TOTAL EXPENDITURES	<u>109,000</u>	<u>88,110</u>	<u>20,890</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 \$ -	 20,890	 \$ 20,890
 PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
 AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 20,890</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 82,559	\$ 82,559	\$ -
Basic Supervision Interfund Transfer In	38,316	38,316	-
TOTAL REVENUES	<u>120,875</u>	<u>120,875</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	120,875	114,467	6,408
TOTAL EXPENDITURES	<u>120,875</u>	<u>114,467</u>	<u>6,408</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	6,408	\$ 6,408
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 6,408</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE – BUDGET, ACTUAL AND VARIANCE
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM (TAIP)
FOR THE YEAR ENDED AUGUST 31, 2022

	Budget	2022 Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD Funding (State Aid)	\$ 167,000	\$ 167,000	\$ -
TOTAL REVENUES	<u>167,000</u>	<u>167,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,600	159,427	173
Travel & Furnished Transportation	3,400	468	2,932
Professional Fees	1,000	285	715
Supplies & Operating Expenses	3,000	-	3,000
TOTAL EXPENDITURES	<u>167,000</u>	<u>160,180</u>	<u>6,820</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ -	6,820	\$ 6,820
PRIOR YEAR ENDING FUND BALANCE		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u><u>\$ 6,820</u></u>	

The accompanying notes are an integral part of these financial statements.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
AUGUST 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Caldwell County Community Supervision and Corrections Department (CSCD), a special purpose district of state government, was organized to provide certain adult probation services to judicial districts in Caldwell, Comal, and Hays Counties. The CSCD is not a department of Caldwell, Comal, or Hays Counties, nor is it an agency of the State of Texas.

The accompanying financial statements include the revenue of the Caldwell County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) from state appropriations for the Basic Supervision Fund, Community Corrections Funds, Diversion Program Grant Funds, Treatment Alternatives to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds.

B. BASIS OF ACCOUNTING

Since the Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statement. The accounts of the Caldwell CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled. All Caldwell County Community Supervision and Corrections Department funds and the purposes for which they may be spent and means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31 for financial activity performed by August 31, are considered available. Also, purchases for which the commitment has been established by August 31, are considered liabilities regardless of whether possession of these goods has been received by August 31, provided that the liability purchase is received and paid by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund balance.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

B. BASIS OF ACCOUNTING (CONT.)

Funds of the Caldwell CSCD are grouped into the agency fund type for the purpose of operation on the Caldwell County, Texas' accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Caldwell, Comal, or Hays Counties, Texas budget process and are held in a purely custodial capacity.

C. BUDGETS (ACCOUNTING AND LEGAL COMPLIANCE)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the Texas Department of Criminal Justice – Community Justice Assistance Division. Any amendments to the budget over \$15,000 or fifteen percent (15%), whichever is greater, must also be approved by TDCJ-CJAD. Only budget adjustment requests, at year-end, received by September 30, will be reviewed and approved or disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after September 30, for the previous fiscal year. The annual budget is adopted on a basis consistent with TDCJ-CJAD financial reporting requirements which is a comprehensive basis other than generally accepted accounting principles. Only budget amendments approved by TDCJ-CJAD should be referred to in performing the financial audit. Funds not required to be budgeted include Sex Offender Fees and Crime Victims' Compensation Fund collections when applicable. Budget amounts presented in this report are the final amended amounts.

D. CASH AND INVESTMENTS

Cash and investments include amounts in demand deposits, investments with a pooled investment fund (LOGIC) and DWS Government Cash Institutions Shares. The CSCD reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The CSCD's investments in the Pool are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool maintains a consistent net asset value per share that approximates the fair value of the underlying securities. These investments are reported at net asset value. State laws authorize the CSCD to invest in insured securities, or securities backed by the U.S. government (See Note 2).

E. FISCAL YEAR

The Caldwell County Community Supervision and Corrections Department has a fiscal year beginning on September 1 of each year and ending on August 31.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011 I and Local Government Code 113.022 and 140.003(f)).

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. The depository bank deposits for safekeeping and trust with the CSCD's agent bank approved pledge securities in an amount sufficient to protect CSCD funds on a day-to-day basis during the period of the contract.

A. CASH

At August 31, 2022, the carrying amount of the CSCD cash deposits were \$1,479,734 and the bank balance was \$1,260,138. Of these deposits, \$701,101 is not reported on the Combined Statement of Financial Position as it relates to Pre-Trial Bond funding and is not required to be reported on the Financial Report submitted to TDCJ-CJAD. As of August 31, 2022, the bank balance was covered by federal deposit insurance and pledged securities having a market value of \$1,401,028 as collateral pursuant to a depository agreement through Caldwell County.

Those CSCD employees who have access to public funds are covered by a surety bond. The surety bond also covers those employees who maintain and administer public funds.

B. CHANGE FUND

The CSCD does not utilize change funds.

C. PETTY CASH

The CSCD does not utilize petty cash funds.

D. INVESTMENTS

The CSCD is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the CSCD adhered to the requirements of the Act. Additionally, investment practices of the CSCD were in accordance with local policies.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

The Act determines the types of investments which are allowable for the CSCD. These include, with certain restrictions, 1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, 2) certificates of deposit, 3) certain municipal securities, 4) securities lending program, 5) repurchase agreements, 6) bankers acceptances, 7) mutual funds, 8) investment pools, 9) guaranteed investment contracts, and 10) commercial paper.

Public funds investment pools in Texas (“Pools”) are established under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the “Act”), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares. LOGIC Investment is an investment pool that meets this criterion. Cash Account Trust – Deutsche Government Cash is an SEC registered money market fund that is rated AAA-m by Standard & Poor’s, and also seeks to maintain a net asset value of \$1.

Investments are stated at fair value (plus accrued interest) except for money market investments and participating interest-earning investment contracts (U.S. Treasuries) that have a remaining maturity at time of purchase of one year or less. Those investments are stated at amortized cost. Likewise, certificates of deposit are stated at amortized cost.

It is the policy of the CSCD that the administration of its funds and the investments of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the CSCD and conforming to all applicable state and CSCD statutes governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the CSCD to be in complete compliance with local law and the Texas Public Funds Investment Act. The earnings from investment will be used in a manner that best serves the public trust and interest of the CSCD.

The CSCD’s investments at August 31, 2022 are as shown below and are reported using Level 1 inputs:

	<u>Reported Value</u>
First Lockhart National Bank	\$ 1,555
LOGIC	1,446,846
Cash Account Money Market - DWS	<u>1,363,028</u>
Total Investment	<u><u>\$ 2,811,429</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 2 – CASH AND CASH INVESTMENTS (CONT.)

D. INVESTMENTS (CONT.)

In addition, the Caldwell, Comal and Hays Counties have provided funding for additional equipment and facilities costs not funded through the basic program. Those funds were held in collateralized bank and investment accounts which generated \$2,163 of interest income and were also not included in this report. At August 31, 2022, the carrying amount of facilities deposits was \$166,742 and the bank balance was \$168,560. Facilities investments at August 31, 2022 totaled \$141,513 using Level 1 inputs. Facilities funding is not required to be reported on the Combined Statement of Financial Position or the financial reports submitted to TDCJ-CJAD.

NOTE 3 – ONE-TIME/SUPPLEMENTAL PAYMENTS

During the year ended August 31, 2022, the Caldwell County CSCD received a one-time additional allocation in the Basic Supervision Program in the amount of \$75,695 and a one-time funding grant in the Basic Supervision Program in the amount of \$99,500 for IT enhancement.

NOTE 4 – DEOBLIGATIONS

The CSCD did not have any deobligated funds during the year ended August 31, 2022.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers during the year ended August 31, 2022, were as follows:

Transferring Fund	Receiving Fund	Amount	Description/ Purpose
Basic Supervision	DP - Substance Abuse and Aftercare Caseload	\$ 3,371	Insufficient DP Funding
Basic Supervision	DP - Pretrial Diversion	38,316	Insufficient DP Funding
		<u>\$ 41,687</u>	

NOTE 6 – PRIOR PERIOD ADJUSTMENT

During the year ended August 31, 2022, there were no prior period adjustments.

NOTE 7 – REFUNDS

During the year ended August 31, 2022, the Caldwell County CSCD issued a \$236,179 prior year refund for the Basic Supervision Program for the 2020/2021 biennium refund/carryover determination as calculated by TDCJ-CJAD. The amount is reported as a Prior Year Refund to CJAD which reduces the beginning fund balance in the Basic Supervision Program.

NOTE 8 – BUDGET VARIANCES

There were no expenditures in excess of budgeted appropriations in individual programs.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 9 – FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

Funds collected by Caldwell County Community Supervision and Corrections Department from sources other than TDCJ-CJAD which are required by TDCJ-CJAD to be reported on the financial reports are as shown below:

Source	Amount Received	Restrictions for Use	Expended In Accordance With Restriction
Community Supervision Fees	\$ 2,808,378	Texas Code of Criminal Procedure Article 42A.652 (a); FMM for TDCJ-CJAD Funding restrictions.	Yes
Payments by Program Participants:			
Pretrial Intervention Program Fees	254,739	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
UA Fees	78,990	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Drug Education Fees	50	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
DWI Intervention Fees	230	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Life Skill Education Fees	2,195	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
IOP Fees	18,814	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
MRT Fees	12,605	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Payments by Program Participants	367,623	Government Code, Section 76.015; Section 19, Article 42.12 Code of Criminal Procedures; Financial Management Manual for TDCJ-CJAD Funding restrictions.	Yes
Interest Income	26,198	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Other Revenue:			
HHS Restitution Fraud Collection Fees	2,455	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Auction Proceeds	1,737	Financial Management Manual for TDCJ-CJAD Funding restrictions	Yes
Total Other Revenue	\$ 4,192		

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
NOTES TO FINANCIAL STATEMENTS (CONT.)
AUGUST 31, 2022

NOTE 10 – COMMITMENTS AND CONTINGENCIES

The management of the Caldwell County Community Supervision and Corrections Department is not aware of any pending or threatened litigation that would result in any significant financial impact nor is management aware of any other commitments or contingencies which might significantly affect these financial statements.

NOTE 11 – SUBSEQUENT EVENTS

No events occurred subsequent to year end and through the date of this report that would require disclosure in this financial report.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
BASIC SUPERVISION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences*
REVENUE			
State Aid	\$ 1,209,491	\$ 1,384,686	\$ 175,195
One-Time/Supplemental Payment	175,195	-	(175,195)
Total State Aid Not Including SAFPF	1,384,686	1,384,686	-
State Aid: SAFPF	7,767	7,767	-
Community Supervision Fees	2,808,378	2,808,378	-
Payments by Program Participants	333,729	333,729	-
Interest Income	26,198	26,198	-
Other Revenue	4,192	4,192	-
TOTAL REVENUE	4,564,950	4,564,950	-
EXPENDITURES			
Salaries & Fringe Benefits	3,402,810	3,402,810	-
Travel & Furnished Transportation	27,485	27,485	-
Contract Services for Offenders	33,591	33,591	-
Professional Fees	162,913	162,913	-
Supplies & Operating Expenses	83,848	83,848	-
Utilities	27,999	27,999	-
Equipment	41,093	41,093	-
TOTAL EXPENDITURES	3,779,739	3,779,739	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	785,211	785,211	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer Out	(41,687)	(41,687)	-
TOTAL OTHER FINANCING SOURCES (USES)	(41,687)	(41,687)	-
PRIOR YEAR ENDING FUND BALANCE	2,893,949	2,893,949	-
Prior Year Refund	(236,179)	(236,179)	-
Adjusted Beginning Fund Balance	2,657,770	2,657,770	-
AUDITED YEAR ENDING FUND BALANCE	\$ 3,401,294	\$ 3,401,294	\$ -

*One-Time/Supplemental Payments are not listed separately on the quarterly reports.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
COMMUNITY CORRECTIONS PROGRAM
DISTRICT RESOURCE CENTER
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 579,950	\$ 579,950	\$ -
Payments by Program Participants	33,894	33,894	-
TOTAL REVENUE	<u>613,844</u>	<u>613,844</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	488,075	488,075	-
Travel & Furnished Transportation	8,560	8,560	-
Contract Services for Offenders	4,110	4,110	-
Professional Fees	645	645	-
Supplies & Operating Expenses	22,037	22,037	-
TOTAL EXPENDITURES	<u>523,427</u>	<u>523,427</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	90,417	90,417	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u><u>\$ 90,417</u></u>	<u><u>\$ 90,417</u></u>	<u><u>\$ -</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTALLY IMPAIRED SPECIALIZED CASELOAD (NON-INITIATIVE)
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 175,000	\$ 175,000	\$ -
TOTAL REVENUE	<u>175,000</u>	<u>175,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	154,155	154,155	-
Travel & Furnished Transportation	29	29	-
Contracted Services for Offenders	1,175	1,175	-
Professional Fees	-	-	-
Supplies & Operating Expenses	<u>1,800</u>	<u>1,800</u>	<u>-</u>
TOTAL EXPENDITURES	<u>157,159</u>	<u>157,159</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	17,841	17,841	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 17,841</u>	<u>\$ 17,841</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
MENTAL HEALTH INITIATIVE - SPECIAL NEEDS PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 106,000	\$ 106,000	\$ -
TOTAL REVENUE	<u>106,000</u>	<u>106,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	89,450	89,450	-
Travel & Furnished Transportation	540	540	-
Contracted Services	1,050	1,050	-
Professional Fees	260	260	-
Supplies & Operating Expenses	<u>3,033</u>	<u>3,033</u>	<u>-</u>
TOTAL EXPENDITURES	<u>94,333</u>	<u>94,333</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	11,667	11,667	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u><u>\$ 11,667</u></u>	<u><u>\$ 11,667</u></u>	<u><u>\$ -</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
SUBSTANCE ABUSE TREATMENT AND AFTERCARE CASELOAD
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 241,511	\$ 241,511	\$ -
TOTAL REVENUE	<u>241,511</u>	<u>241,511</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	240,942	240,942	-
TOTAL EXPENDITURES	<u>240,942</u>	<u>240,942</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	569	569	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	3,371	3,371	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>3,371</u>	<u>3,371</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 3,940</u>	<u>\$ 3,940</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
OUTPATIENT SUBSTANCE ABUSE PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Audit	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 303,412	\$ 303,412	\$ -
TOTAL REVENUE	<u>303,412</u>	<u>303,412</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	256,618	256,618	-
Travel/Furnished Transportation	804	804	-
Professional Fees	1,622	1,622	-
TOTAL EXPENDITURES	<u>259,044</u>	<u>259,044</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	44,368	44,368	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u><u>\$ 44,368</u></u>	<u><u>\$ 44,368</u></u>	<u><u>\$ -</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
COUNSELING – ASSESSMENT, EVALUATION, COGNITIVE
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 109,000	\$ 109,000	\$ -
TOTAL REVENUE	<u>109,000</u>	<u>109,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	81,788	81,788	-
Travel & Furnished Transportation	913	913	-
Professional Fees	413	413	-
Supplies & Operating Expenses	<u>4,996</u>	<u>4,996</u>	<u>-</u>
TOTAL EXPENDITURES	<u>88,110</u>	<u>88,110</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	20,890	20,890	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 20,890</u>	<u>\$ 20,890</u>	<u>\$ -</u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
DIVERSION PROGRAM
PRETRIAL DIVERSION
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 82,559	\$ 82,559	\$ -
TOTAL REVENUE	<u>82,559</u>	<u>82,559</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	<u>114,467</u>	<u>114,467</u>	<u>-</u>
TOTAL EXPENDITURES	<u>114,467</u>	<u>114,467</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(31,908)	(31,908)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision Interfund Transfer In	<u>38,316</u>	<u>38,316</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>38,316</u>	<u>38,316</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u><u>\$ 6,408</u></u>	<u><u>\$ 6,408</u></u>	<u><u>\$ -</u></u>

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD
TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM
FOR THE YEAR ENDED AUGUST 31, 2022

	Actual	Per CSCD Quarterly Report	Differences
REVENUE			
State Aid	\$ 167,000	\$ 167,000	\$ -
TOTAL REVENUE	<u>167,000</u>	<u>167,000</u>	<u>-</u>
EXPENDITURES			
Salaries & Fringe Benefits	159,427	159,427	-
Travel & Furnished Transportation	468	468	-
Professional Fees	285	285	-
TOTAL EXPENDITURES	<u>160,180</u>	<u>160,180</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	6,820	6,820	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 6,820</u>	<u>\$ 6,820</u>	<u>\$ -</u>



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Caldwell County Community
Supervision and Corrections Department
Lockhart, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Caldwell County Community Supervision and Corrections Department as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise Caldwell County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 6, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Caldwell County Community Supervision and Corrections Department's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Caldwell County Community Supervision and Corrections Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Results on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Caldwell County Community Supervision and Corrections Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Governmental Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and Texas Department of Criminal Justice Audit Requirements in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Caldwell County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice-Community Justice Assistance Division and is not intended to be and should not be used by anyone other than those specified parties.

Respectfully submitted,

A handwritten signature in cursive script that reads "Armstrong, Vaughan & Associates, P.C.".

Armstrong, Vaughan & Associates, P.C.

February 6, 2023

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2022

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2021

REPORTABLE CONDITIONS: None.

CALDWELL COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
TDCJ-CJAD COMPLIANCE CHECKLIST
FOR THE YEAR ENDED AUGUST 31, 2022

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-2)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. X

Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 2)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. X Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 3-9)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 3, 5, 7, and 9 are answered NO. All sources identified in questions 4, 6, & 8-9 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

3. X

Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 4-5)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

4. X Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

5. X If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 6-7)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

6. X In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

7. X Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 8)

*All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. **If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.***

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

8. X Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Budget, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 9)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

9. X If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 10-12)

*An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 10-12 are answered **NO**.*

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports

(Questions 10-12)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the funding recipient to report an accrual, as of August 31 on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31.

- | | | | |
|-----|----------|-----|---|
| 10. | <u>X</u> | ___ | Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds? |
| 11. | <u>X</u> | ___ | Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD? |
| 12. | <u>X</u> | ___ | Were proper cutoff procedures observed at the end of each fiscal period? <i>The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is October 31, of the fiscal year audited.</i> |

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 13-22)

*An explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 13-14, or 22, are answered **NO** or 16-17, or 20-21 answered **YES**.*

*If any of the fees identified in questions 15, 18, and 19 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

- | | | | |
|-----|----------|-----|---|
| 13. | <u>X</u> | ___ | Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws? |
| 14. | <u>X</u> | ___ | Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements? |

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 15-17)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

- | | | | |
|-----|-----|----------|--|
| 15. | ___ | <u>X</u> | Did the CSCD collect any administrative fees of \$25-\$60 from offender and/or non-offender individuals who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)? |
|-----|-----|----------|--|

16. ___ ___ X If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

17. ___ ___ X If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (*Question 18*)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

18. X ___ Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fee (i.e., Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (*Questions 19-22*)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

19. ___ X Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

20. ___ ___ X If collected, did any single **transaction administrative** fee exceed the allowable \$2?

21. ___ ___ X If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

22. ___ ___ X If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (*Questions 23-26*)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the

*Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 23-26, 28, 32-33, and 34 are answered **NO**. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.*

Deposits and Disbursement Requirements, (Questions 23-26)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section [116.113](#)(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

23.	<u>X</u>	_____	Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited?
24.	<u>X</u>	_____	Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?
25.	<u>X</u>	_____	Were all the CSCD's state aid and net funds' (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?
26.	<u>X</u>	_____	Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (*Questions 27-28*)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

27. ☐ ☒ Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).
28. ☐ ☐ ☒ Was the **change fund** only used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (*Questions 29-33*)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

29. ☐ ☒ Did the CSCD maintain **petty cash** in the fiscal year audited?
30. ☐ ☐ ☒ Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
31. ☐ ☐ ☒ Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
32. ☐ ☐ ☒ Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
33. ☐ ☐ ☒ Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (*Question 34*)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct

accounting and disposition of the change fund or petty cash fund.

34. X Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 35)

An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 35 is answered NO.

35. X Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the funding recipient's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE AND OTHER MATTERS: Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 36-40)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 36-40 are answered YES.

36. X Were there any instances of deficiencies in internal control noted by the auditor?
37. X Were there any instances of non-compliance noted by the auditor?
38. X Were there any instances of fraud noted by the auditor?
39. X Were there any instances of waste noted by the auditor?
40. X Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 41-42)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 41-42 are answered NO.

41. X Do any action plans exist for significant findings from prior year audits?
42. X If action plans exist from prior year audit findings, are they current?





Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to On Site Services in the amount of \$500.00 for the Transportation Department related to the purchase of random drug and alcohol screenings where no purchase order was issued as required per the Hays County purchasing policy. **SHELL/BORCHERDING**

Summary:

The Transportation Department is requesting payment to On Site Services for the purchase of random employee drug and alcohol screening totaling \$500.00. The Transportation Department performs quarterly drug and alcohol screenings and this transaction took place before a purchase order was obtained. Funding is available in the Transportation Department budget.

Fiscal Impact:

Amount Requested: \$500.00

Line Item Number: 020-710-00.5335

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?: No

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

New Revenue Y/N?: N/A

Comments:

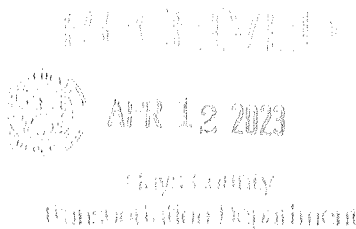
Attachments

On Site invoice 298468

ON SITE SERVICES

8711 Burnet Road
Suite A-6
Austin, TX 78757
USA

Voice: 512-407-8111
Fax: 512-407-8222



INVOICE

Invoice Number: 298468
Invoice Date: Apr 3, 2023
Page: 1

Bill To:

Hays County Transport. Road & Bridge
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Ship to:

Hays County Human Resources
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Customer ID	Customer PO	Payment Terms	
HAYCOU		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/3/23

Quantity	Item	Description	Unit Price	Amount
10.00	DSR	Drug Screen - Random - DOT	45.00	450.00
2.00	BAR	Breath Alcohol Random Test	25.00	50.00
<div>Received In The Office APR 10 REC'D Hays County Auditor</div> <div>020-730-005335 Ee Testing</div> <div>Shari Miller 4-6-23</div>				

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00

Check/Credit Memo No:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Approve the appointment of Travis Brown to the Board of Emergency Services District #4 to replace John White for a term ending December 31, 2024. **SHELL**

Summary

Current ESD#4 Commissioner John White is retiring from the Board. Mr. White was reappointed in December 2022 for a two-year term. Upon Commissioners Court approval, Mr. Brown will replace Mr. White for the remainder of the term which ends December 31, 2024.

Attachments

Travis Brown resume

TRAVIS JAMES BROWN

•250 Cedar Hollow Wimberley Texas 78676 • (512) 912-6164 • tbrown8303@gmail.com•

□TEAMWORK

□TRUST

□COMMITMENT

PROFESSIONAL PHILOSOPHY

As a public servant, I value education, experience, and training. These tenants all involve the willingness to learn and to be taught. Education involves day-to-day training on the job, not just formal schooling. I learn from people, and in return, I teach what I have learn to others. This cycle of learning and teaching has helped to create a moral character in me that I feel all public servants should display.

PROFESSIONAL EXPERIENCE

City of Wimberley Board of Adjustment

January 2019- December 2020

Wimberley Independent School District Board of Trustees

August 2012- November 2015

Hays County Transportation Department

Road Maintenance Supervisor: June 2017- Present

Full time paid Road Maintenance Supervisor with responsibilities that include: Supervises Precinct three road maintenance and construction; mowing and tree trimming; operation of heavy and light machinery; providing training for those seeking Class B licensing; equipment repair and maintenance.

Hays County Constable's Office Precinct Three

Deputy Constable: April 2013 – June 2017

Full time paid Deputy Constable, with responsibilities that included: City of Woodcreek Patrol and Ordinance enforcement; Wimberley Independent School District Traffic control; Bike Patrol; Enforcement of state and local laws; serving and executing civil process; civil court orders; delivering warrants; bailiff for Municipal and Justice Courts; and fleet vehicle maintenance.

Hays County Constable's Office Precinct One

Deputy Constable: April 2011- April 2013

Full time paid Deputy Constable, with responsibilities that included: enforcement of state and local laws; serving and executing civil process and civil court orders.

Hays County Constable's Office Precinct Three

Deputy Constable: August 2010 to April 2011

Full time Deputy Constable, non-paid status, with responsibilities that included: enforcement of state and local laws; serving and executing civil process and civil court orders.

Wimberley Fire Department

Firefighter: July 2004 to December 2010

Part-time and volunteer firefighter, with responsibilities that included: emergency response for fire and rescue operations; and maintenance of fire equipment and apparatus.

Hays County Outdoor Power

Owner: September 2004 to December 2008

Full time operator/owner of small engine repair business.

United States Marine Corps

Sergeant: June 1998 to August 2004

Full time non-commissioned officer, with responsibilities that included: fielding and testing the XM142 HIMARS Artillery Rocket System as part of an instructor cadre; field artilleryman and Anti-Tank Assault Team.

EDUCATIONAL CERTIFICATES & AWARDS

- High School Diploma, Wimberley High School, Wimberley, TX, 1998.
- Wimberley Fire Department "On Call Award" Responding to over 300 calls for service. 2008
- Basic Firefighter S.F.F.M.A., Wimberley Fire Department, Wimberley, TX, 2008.
- Intermediate Peace Officer, TCOLE 2015
- Wimberley V.F.W. First Responder Patriot of the Year Award 2016
- Advanced Swift Water Rescue Technician, Wimberley Fire Department, Wimberley, TX, 2010.
- Backhoe Front End Loader Cert 2019
- Intermediate Motor Grader Cert. Hays County 2019
- American Red Cross CPR Instructor 2019
- OSHA 10 Cert 2019
- City of Wimberley Proclamation First Responder 2016



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Receive and Ratify the finalized Real Estate Purchase Contract for Improved Property between Hays County and Wm. M. Gary Estate Limited Partnership and amend the budget accordingly. **INGALSBE**

Summary:

The attached agreement was authorized for completion and execution out of prior Executive Session meeting.

Attached: Real Estate Purchase Contract for Improved Property - Wm. M. Gary Estate Limited Partnership

Fiscal Impact:

Amount Requested: \$1,009,106.29 (includes closing costs)

Line Item Number: 011-763-99-159.5741

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,009,107) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$1,009,107 - Increase Misc. Capital Improvements 011-763-99-159.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Real Estate Purchase Contract

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,009,107 from ARPA second tranche

Comments:

Attachments

Contract - Wm. M. Gary Estate Limited Partnership

REAL ESTATE PURCHASE CONTRACT FOR IMPROVED PROPERTY

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between **WM. M. GARY ESTATE LIMITED PARTNERSHIP**, a Texas limited partnership ("Seller"), and **HAYS COUNTY**, a political subdivision of the State of Texas (the "County" or "Buyer") being situated in Hays County, Texas.

I. PURCHASE AND SALE

The Seller hereby agrees to sell and convey to Buyer and Buyer agree to purchase all of Seller's interest in the Property situated in Hays County, Texas, together with all privileges and appurtenances pertaining thereto, described as follows:

All of that certain tract of land containing approximately 10.86 acres of land, being Lot 2, Gary Farm Subdivision in the JM Veramendi League No. 2, City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Volume 10, page 46 of the Hays County Plat Records of Hays County, Texas, and more particularly described in the attached **Exhibit "A"**.

Seller will sell and convey the Property together with: (1) all buildings, improvements, and fixtures; (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property; (4) Seller's interest in all licenses and permits related to the Property; (5) and Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures.

II. CONSIDERATION

Buyer agrees to buy and Seller agrees to sell the Property for One Million and no/100 Dollars (\$1,000,000.00) (the "Purchase Price"). The Purchase Price will be payable to Seller at the Closing by cashier's check or wire transfer.

The Buyer will deposit with **Gina Kufrovich at Corridor Title Co., 171 Benney Ln., Bldg 1, Dripping Springs, TX 78620** (the "Title Company") the amount of \$12,000.00 (the "Earnest Money") within 7 business days after the later date that both Seller and Buyer have executed this Agreement (the "Effective Date"). Within three (3) business days following its receipt of the Earnest Money, the Title Company shall deliver \$6,000.00 of the Earnest Money to Seller as independent consideration for this Agreement (the "Independent Consideration"), which amount will be applied to the Purchase Price at Closing, but otherwise be deemed earned by Seller and will not be refunded to Buyer, except as explicitly set forth in this Agreement. The Earnest Money is refundable and will be applied as a credit to the Purchase Price at Closing.

III. SURVEY AND TITLE

A. Survey

Within the review period as defined in Section IV, Seller will, at Buyer's cost and expense, deliver or cause to be delivered to Buyer and the Title Company a copy of a current on the ground survey by a

Texas Registered Professional Land Surveyor (the "Survey"). The Survey must (i) be a Category 1 A Land Title Survey, as specified by the latest edition of the Manual of Practice for Land Surveying published by the Texas Surveyors Association, (ii) be addressed to Buyer and the Title Company, (iii) include a point of beginning (POB) that references NAD83 State Plan Coordinates, and (iv) include:

- i. the actual boundaries and dimensions of the Property;
- ii. a metes and bounds description of the Property (unless the Property can be described by reference to a recorded plat); the location of any easements, set back lines, encroachments, overlaps, roadways or waterways;
- iii. the outside boundary lines of all improvements and all fences;
- iv. a certification by the Surveyor to the Buyer and the Title Company that: (i) the Survey was made on the ground, (ii) the Survey is correct, (iii) the Property has access to a publicly dedicated roadway, and (iii) there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, or visible or apparent easements, roadways or rights of way, except as shown on the Survey;
- v. the surveyor's registered number and seal; and
- vi. identification of any area within the Property that has been designated by the Federal Insurance Administrator, the U.S. Army Corps of Engineers, or any other governmental agency or body as being subject to special flooding hazards, or a certification that no such flood hazard area exists on the Property.

Buyer will have fifteen (15) days after receipt of the Survey to review and approve it or to notify Seller of objections.

B. Title

Within thirty (30) days after the Effective Date, Seller will, at Buyer's sole cost and expense, cause the Title Company to deliver to Buyer the following documents:

- i. a title commitment (the "Commitment") issued by Fidelity National Title Insurance Company (the "Title Insurance Underwriter") covering the Property and binding the Title Company to issue at Closing an owner's policy of title insurance (the "Title Policy") on the standard form promulgated by the Texas Department of Insurance, which policy will be in an amount equal to the Purchase Price and will insure Buyer's title to the Property, subject only to the terms of such policy; and
- ii. true, correct, and legible copies of any and all documents and plats, if any, referred to in the Commitment as constituting exceptions or restrictions upon the Property (collectively, the "Exception Documents").

Not later than the Termination Date (defined below), Buyer may provide Seller with written notice of any objection to the Commitment, Exception Documents, and Survey. All objections to the Commitment, Exception Documents, and/or Survey raised by Buyer in the manner herein provided are hereinafter called "Objections". Seller will use best efforts to remedy or remove all Objections within fifteen (15) days after Seller's receipt of Buyer's Notice of such Objections; provided however, Seller will have no obligation to expend any money to remedy or remove the Objections except that Seller shall be required to pay the amounts required in order to release any liens against the Property. If Seller is unable to cause the removal of any Objection despite its best efforts within such fifteen (15) day period, Buyer may at their option: (a) terminate this Agreement by giving Seller written notice of termination, in which event the Title Company will promptly release the Earnest Money (but not including the Independent Consideration) to Buyer, and Seller will promptly execute any release authorizations required by the Title Company, and thereafter

neither party will have any further rights, liabilities, or obligations hereunder; (b) waive, in writing, any such Objections and close; (c) attempt to cure the Objections to Buyer's satisfaction, and Seller agrees to act in good faith and cooperate with Buyer in such efforts by Buyer (but Buyer will have no obligation to cure any of the Objections and Seller will have no obligation to expend any money with respect to such cooperation); or (d) extend the period during which Seller has to remedy or remove the Objections up to an additional fifteen (15) day period and, if Seller is unable or refuses to remedy or remove such Objections in such period, Buyer may exercise any of the options described in subsections (a) through (c) of this section. The term "Permitted Exceptions" will include and be limited to: (i) all Exception Documents referenced in the Commitment and all matters reflected on the Survey which are not objected to by Buyer within the period herein provided; (ii) the standard printed Schedule B exceptions modified in the manner herein provided; and (iii) any Objections which are waived in the manner herein provided. However, the term "Permitted Exceptions" when used in the Deed will not include the standard printed Schedule B exceptions in the Title Policy. Items shown on Schedule C of the Commitment will not be considered Permitted Exceptions and will be satisfied on or before Closing. In addition, all liens against the Property will be deemed Objections, and Seller will cause them to be released or discharged prior to Closing. Seller will take such action as is necessary to keep the Commitment in full force and effect throughout the term of this Agreement and will obtain and deliver to Buyer a revised Commitment dated within 10 days of Closing. Any matters reflected on any updated Commitment or Survey not previously reflected on the original Commitment and Survey tendered to Buyer will be Objections to title giving rise to the same rights and remedies of Buyer contained in this Section.

IV. REVIEW PERIOD, CONDITIONS, COVENANTS AND REPRESENTATIONS

A. Review Period; Termination Date.

For and in consideration of the Independent Consideration paid to Seller by Buyer and other good and valuable consideration, Seller hereby grants to Buyer the right to terminate this Agreement in accordance with this Section. Notwithstanding any provision hereof to the contrary, should Buyer determine, in its sole and absolute discretion, that the Property is for any reason or no reason not suitable or desirable for Buyer's use, Buyer may terminate this Agreement by delivering to Seller written notice of termination on or before 5:00 p.m. Central Standard Time (CST), on the date not later than ten (10) days following the Effective Date. This ten (10) day optional termination period is the Buyer's "Review Period".

For the purpose of this Section, notice of termination will be deemed delivered if sent as provided in Section VII.C. of this Agreement. Upon termination of this Agreement pursuant to this Section., neither party hereto will have any further rights, liabilities or obligations hereunder. If Buyer terminates this Agreement pursuant to this Section., Buyer agrees to provide Seller with a copy of any appraisal(s), surveys and environmental site assessments Buyer may have received in connection with the Property. Seller acknowledges that Buyer's right to terminate this Agreement under this Section is in addition to Buyer's right to terminate this Agreement under Section III.B. above, even if Buyer's termination under Section III.B. is after the Termination Date.

B. Inspection.

For a period of thirty (30) days from the Effective Date (the "Feasibility Period"), and concurrent with the ten (10) day Review Period, Buyer, its agents, employees, and representatives may enter upon the Property for the purpose of inspecting the Property and conducting such tests, studies, and assessments as may be reasonably required or desired by Buyer. However, all such site visits must be coordinated with Seller, but Seller agrees to provide access to the Property. Without limiting the generality of the forgoing, Buyer and Seller acknowledge that Buyer may, at its own cost, conduct or otherwise obtain one or more

Phase I or Phase II environmental site assessments of the Land, and Seller consents to Buyer's entry upon the Land to obtain such items. To the extent allowed by Texas law, Buyer is responsible for its own proportionate share of any liability for property damage or bodily injury arising out of or connected to its activities under this Section, as determined by a court of competent jurisdiction. In the event Buyer shall terminate this Agreement during the Review Period, Buyer shall provide copies of all then existing test and study reports to Seller.

Seller further agrees to make available to Buyer and to allow Buyer, its agents, employees, and representatives to inspect and make copies of all maps, surveys, development plans, and notices and correspondence from governmental entities with respect to the Property, and all books, records, files, reports, and other documents and related items in any way pertaining to the Property (collectively, the "Documents"), if any, that are in Seller's possession or control, except that appraisals and attorney/client privileged communications are excluded from and shall not be considered Documents under this Section.

C. Conditions Precedent to Buyer's Obligations.

Buyer's obligation to consummate the transaction contemplated under this Agreement is expressly subject to the satisfaction of the following conditions on or before Closing:

- i. all of Seller's representations and warranties made herein will continue to be true;
- ii. Seller will have complied with all of its covenants and obligations hereunder;
- iii. **Any provision in this Agreement to the contrary notwithstanding, it is understood and agreed that Buyer's obligations under this Agreement are subject to the approval of this Agreement by the Commissioner's Court of Hays County. If approval of this Agreement is not obtained by the time for closing specified herein, this Agreement shall terminate, and shall be of no further force and effect.**

If the conditions set forth in this Section are not satisfied for any reason, Buyer may, at Buyer's option: (i) terminate this Agreement by giving Seller written notice of such election at any time up to and including the Closing Date, and thereafter neither party shall have any further rights, liabilities or obligations hereunder except as may be provided in Section V.A.; (ii) waive any of such condition(s) (except for the condition described in this Section (which may not be waived) and proceed to Closing in accordance with the remaining terms hereof; or (iii) extend the time of Closing for a period of up to thirty (30) days in order to allow the Seller to satisfy such conditions, and, if such conditions are not satisfied in such period, exercise either of the options set forth above in subsections (i) or (ii) of this Section.

D. Covenants of Seller.

Seller agrees that between the Effective Date and the Closing Date, Seller will:

- i. not sell, mortgage, pledge, lease, exchange, assign, transfer, convey, or otherwise encumber, dispose of or otherwise grant any rights affecting all or any part of the Property, without Buyer's prior written consent; and
- ii. notify Buyer of any legal, political, or administrative proceeding instituted or threatened which might have any effect on the Property, its value, or the rights to possession of the Property promptly upon Seller's obtaining notice of any such proceeding.

E. Representations and Warranties of Seller.

To the best of Seller's knowledge, Seller represents and warrants to Buyer the following:

- i. The Property has full and free access to and from a dedicated public roadway, and there is no pending or, to the best of Seller's knowledge, any threatened proceeding by any governmental authority or any other fact or condition which might limit or result in the termination of such access.
- ii. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or to the best of Seller's knowledge, threatened against Seller.
- iii. The Property does not contain any Hazardous Materials (defined below), underground storage tanks or landfill disposal sites and, to the best of Seller's knowledge, the Property has never been used (i) for the storage, transportation, processing, or disposal of Hazardous Materials or hazardous waste, industrial solid, or municipal solid waste (as those terms are defined in the Texas Solid Waste Disposal Act); or (ii) in such a way as to create any environmental condition that is actionable under any federal, state, or local environmental law or regulation.
- iv. The person signing this Agreement as Seller or on behalf of Seller has the full right, power, and authority to enter into this Agreement as Seller or on behalf of Seller and to carry out Seller's obligations, including the conveyance of the Property to Buyer as provided in this Agreement, without the joinder, authorization, consent, or approval of any other person, entity, tribunal, or governmental authority.
- v. Seller owns and will convey to Buyer at Closing, good, indefeasible, easement title to the Property, free and clear of all conditions, exceptions, or reservations, except the Permitted Exceptions.
- vi. Except for the Permitted Exceptions, there are no outstanding written or oral leases or agreements relating to the use or possession of the Property, and to the best of Seller's knowledge, there are no parties claiming any rights to possess the Property.
- vii. There are no special assessments of any kind presently pending against the Property and Seller has not received any notice of any special assessments being contemplated.
- viii. No notice of a violation of any Governmental Requirement (defined below) has been issued to Seller, and there are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened against Seller affecting any portion of the Land or affecting Seller's ability to sell and convey the Property, at law or in equity, or before any governmental authority, including, but not limited to, proceedings to enforce the power of eminent domain or condemnation by any governmental authority possessing such powers.
- ix. There are no agreements to which Seller is a party or notices that Seller has received which in any way affect any portion of the Property or affect Seller's ability to sell or convey Property.

The representations and warranties made in this Section will survive Closing. By executing and delivering the Agreement, Seller will be deemed to have made the foregoing representations and warranties as of the date of Closing.

As used herein, the term "Hazardous Materials" shall mean (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject the Easement Estate to regulation under any applicable Governmental

Requirements; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Easement Estate is prohibited by any Governmental Requirements; and (vii) any other substance which, by any Governmental Requirements, requires special handling in its collection, storage, treatment or disposal. The term "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any governmental authorities having jurisdiction over the Property.

V. REMEDIES

A. Buyer's Remedies.

If Seller fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its act or failure to act or, at Closing, any of Seller's representations, warranties, or covenants contained herein are not true or have been breached, Buyer may, as its sole and exclusive remedy, either: (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, and thereupon this Agreement will terminate, the Title Company will promptly return the Earnest Money to Buyer, and Seller will promptly execute any release authorizations required by the Title Company, and thereafter neither party will have any further rights, liabilities, or obligations hereunder (except Seller's payment of the Earnest Money and any obligations, claims, and liabilities that expressly survive the termination of this Agreement); (b) waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to Closing in accordance with the remaining terms hereof; (c) enforce specific performance; (d) if the condition is one which is correctable, extend the time of Closing for a period of up to thirty (30) days and, if such condition is not corrected in such period, exercise any of the remedies set forth in subsections (a), (b) or (c) of this Section; or (e) be entitled to recover any damages from Seller available at law or in equity.

B. Seller's Remedies.

If Buyer fails or refuses to timely close the purchase of the Property, and provided Seller is not in default hereunder, Seller may (as its sole and exclusive remedy) terminate this Agreement and recover the Earnest Money, as liquidated damages, and not as penalty, in full satisfaction of Seller's claims against Buyer hereunder. Seller and Buyer agree that it is difficult to determine the actual amount of damages, Seller would incur as a result of a default by Buyer, but the amount of the Earnest Money is a fair estimate of those damages which has been agreed to by the parties in a sincere effort to make the damages certain.

VI. CLOSING

A. Closing Date.

This transaction will close (the "Closing") at the Title Company's offices on a date (the "Closing Date") designated by Buyer to Seller in writing to occur no later than 5:00 p.m. CST time on the day that is **thirty (30) days** following expiration of the Feasibility Period.

B. Closing Matters.

At the Closing, (a) Seller will (i) execute, acknowledge and deliver to Buyer a Special Warranty Deed conveying to Buyer good and indefeasible title to the Property, subject only to the Permitted Exceptions; (ii) deliver to Buyer such evidence of authority to close this Agreement as Buyer and Title Company reasonably request; (iii) execute, acknowledge and deliver to Buyer an affidavit certifying that Seller is not a foreign person within the meaning of Sections 1445 of the Internal Revenue Code of 1986, as amended; and (iv) execute, acknowledge and deliver to Buyer such other documents that may be reasonably required by Buyer or Title Company to consummate the transactions contemplated hereby; and

(b) Buyer will (i) deliver to Seller the Purchase Price, less the Earnest Money and the Independent Consideration; and (ii) execute, acknowledge, and deliver to Seller such other documents that may be reasonably required by Seller or Title Company to consummate the transactions contemplated hereby.

C. Closing Costs.

Buyer will pay all Closing Costs, including: (i) the cost of the Commitment and Title Policy, (ii) any escrow fee charged by the Title Company; (iii) all costs for any tax certificates; (iv) recording fees; (v) all costs for the survey; (vi) the cost of any feasibility tests or studies conducted by the Buyer pursuant to Section IV herein; (vii) the cost of any endorsements or deletions to the Title Policy requested by Buyer; (viii) 2022 tax liability presently due; and (ix) all future rollback tax liability.

Seller and Buyer will be responsible for the payment of their own attorney's fees incurred in connection with this transaction.

VII. MISCELLANEOUS

A. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto regarding the subject matter described herein. There are no other agreements, oral or written, between the parties regarding the subject matter described herein, and this Agreement can be amended only by a written agreement signed by the parties. The exhibits and attachments to this Agreement are hereby incorporated herein for all purposes.

B. Binding.

This Agreement, and the terms, covenants and conditions herein contained, will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

C. Notice.

Any notice, communication, request, reply, or advice (severally and collectively referred to as "Notice") provided or permitted to be given under this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the Notice in the United States mail, postage prepaid, certified mail, and addressed to the party to be notified at Notice address listed for that party below, with return receipt requested, (b) by hand delivering the Notice to such party, (c) by transmission provided a machine generated confirmation of receipt is received or (d) by electronic transmission to the email address of the party to be notified, with confirmed receipt. Notice deposited in the mail in the manner hereinabove described shall be effective two days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

SELLER: WM. M. GARY ESTATE LIMITED PARTNERSHIP
10501 La Costa Dr.
Austin, TX 78747

With copy to: Braun & Gresham PLLC
P.O. Box 1148
Attn: Eric L. Gomez
Telephone: (512) 894-5426
Email: egomez@braungresham.com

BUYER: Hays County
Hays County Courthouse
Attn: Ruben Becerra, County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666
Telephone No.: (512) 393-2205
Email: n/a

With copy to: Hays County
Office of the General Counsel
111 E. San Antonio St., Room 202
San Marcos, Texas 78666
Attention: Mark Kennedy
Telephone: (512) 393-2219
Email: Mark.Kennedy@co.hays.tx.us

The parties hereto will have the right from time to time to change their respective addresses for notice, and each will have the right to specify as its address any other address within the United States of America by at least 5 days written notice to the other party delivered in the manner described in this Section.

D. Condemnation and Litigation.

If, prior to Closing, any governmental or other entity having condemnation authority institutes an eminent domain proceeding or takes any steps preliminary thereto (including the giving of any direct or indirect offer to purchase or notice of intent to institute such proceedings) with regard to the Property, or any part thereof, and the same is not withdrawn or dismissed on or before 10 days prior to Closing or such proceeding(s) are adjudicated prior to Closing, Buyer will be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination, proceed to Closing, and receive an assignment from Seller of all condemnation or sale proceeds. In the event of termination of this Agreement pursuant to this Section, neither Buyer nor Seller will have any further rights or obligations hereunder. This Section VII.D. will survive Closing.

E. Utility District.

If the Property is situated within a utility district subject to the provisions of Section 49.452 & 49.453 of the Texas Water Code, then at or prior to the Closing, Seller agrees to give Buyer the notice required by such statute and Buyer agrees to sign and acknowledge the notice to evidence receipt thereof.

F. Time.

Time is of the essence in all things pertaining to the performance of this Agreement. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or a legal holiday on which banks are required or permitted to close in Hays County, Texas, the applicable period will be extended to the first business day following such Saturday, Sunday or legal holiday.

G. Real Estate Commissions.

Seller and Buyer each represent to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and Seller and Buyer shall each be solely liable for any commission to any person or entity claiming by, through, or under Seller or

Buyer, respectively. This covenant will extend to any and all claims, liabilities, costs, and expenses arising as a result of such claims and will survive the Closing.

H. Survival of Representations and Warranties.

All representations and warranties made herein by Seller and Buyer shall survive Closing and shall be true and correct on and as of Closing with the same force and effect as if made at that time.

I. Assignment.

This Agreement may not be assigned without the prior written consent of all other parties to this Agreement, which consent will not be unreasonably delayed, conditioned or denied.

J. Survival of Obligations.

To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor shall they merge into the various documents executed and delivered at the time of Closing. If Buyer terminates this Agreement pursuant to any right of termination hereunder, the Earnest Money, less the Independent Consideration, will be refunded immediately to Buyer, and thereafter, Buyer and Seller shall have no further rights or obligations under this Agreement except for those rights and obligations that expressly survive the termination of this Agreement.

K. Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is performable in Hays County, Texas.

L. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or its application, shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be stricken from this Agreement, and the remainder of the Agreement will remain valid and enforceable to the extent permitted by law.

M. No Party To Be Deemed Drafter.

Seller and Buyer have both had the opportunity to have legal counsel examine this Agreement and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity will not be resolved by interpreting the Agreement against the drafter. The language of this Agreement will be interpreted according to its plain meaning and not for or against either party. This Section VII.M. will survive the Closing or earlier termination of this Agreement.

N. Designation of Certifying Person.

Seller and Buyer hereby designate the Title Company as the person responsible for all information reporting required under Section 6045(e) of the Internal Revenue Code of 1986, as amended, and Seller and Buyer agree to provide to the Title Company any information it requests that is reasonably necessary.

O. Arms' Length Transaction.

Seller acknowledges that the transaction contemplated by this Agreement is an arms' length transaction negotiated freely between Seller and Buyer and is not being conducted under the threat or imminence of condemnation.

P. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. All executed counterparts constitute one agreement, and each counterpart is deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if an a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Seller and Buyer (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") and the Uniform Electronic Transactions Act ("UETA") that a signature by fax, email, or other electronic means constitutes an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Q. Confidentiality.

Buyer and Seller enter this Agreement with the understanding that, during the term of this Agreement, Buyer may obtain information of a privileged and confidential nature (or which Sellers considers to be of a privileged and confidential nature) relevant to the Land or the Easement Estate. Buyer agrees that it will use reasonable efforts to keep confidential and not disclose any information submitted by Seller in the course of the negotiations that is clearly marked "Privileged" or "Confidential" ("Confidential Information") except for disclosures (a) in the process of discussions, meetings, or conferences with its officers, agents, employees, and representatives who reasonably need to know this information for purposes of evaluating, approving, or effecting the transactions contemplated hereby; (b) in response to a legal process or as otherwise required by law; or (c) in any manner to which Seller consents in writing or otherwise. Subject to any third-party rights under the Texas Public Information Act (the "Act") as discussed in Section VII.R. below, Buyer and Seller agree that neither shall have the right to require the other to disclose attorney-client privileged communications or work product.

R. Public Information Requests.

Buyer shall use reasonable efforts to provide prompt written notice to Seller of any request received by Buyer pursuant to the Act requesting Confidential Information or information collected, assembled, or maintained for Buyer and to which Buyer has contractual access, for the purpose of providing Seller an opportunity to seek to protect such information from disclosure. Under the Act, documents collected,

assembled, or maintained for Buyer and to which Buyer has access under the terms of a contract may be deemed public information, subject to the exceptions in the Act. Buyer makes no representation as to how the Attorney General of Texas will rule on any public information request but agree to reasonably cooperate with Seller in asserting exemption claims under the Act, provided any extensive briefing or analysis of documentation will be the responsibility of Seller.

S. Possession

Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease or license agreement is a landlord-tenant at sufferance relationship between the parties.

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Effective Date as it is defined in Section 7.03.

SELLER:

WM. M. GARY ESTATE LIMITED
PARTNERSHIP, a Texas limited partnership


Date: 2/9/2023

By: 
Lee G. Gary, managing general partner


BUYER:

Hays County, a political subdivision
of the State of Texas

Date: 2-8-2023

By: 
Hon. Ruben Becerra
County Judge

Approved As To Form:

By: 
Mark Kennedy
Hays County
Office of the General Counsel

Date: 2-8-2023

JOINDER BY TITLE COMPANY

_____: (a) acknowledges receipt of the fully executed Agreement and Earnest Money described in Section II, this ____ day of _____, 2023 (b) agrees to hold and deliver same in accordance with the terms of this Agreement, and (c) agrees to assume all responsibilities for information reporting required under Section 6045(e) of the Internal Revenue Code of 1986, as amended.

By: _____

Name: _____
Escrow Officer

EXHIBIT "A"
LAND DESCRIPTION

NOTE: once metes and bounds description of this property is completed, reviewed and approved, it will be incorporated automatically into this Agreement pursuant to Section III of this Agreement.



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T.Crumley

Sponsor:

Commissioner Smith

Agenda Item:

Amend the acceptance of a grant award to the Hays County Sheriff's Office from the NRA (National Rifle Association) in the total value amount of \$3,824.00 for training ammunition and amend the budget accordingly.

SMITH/T.CRUMLEY/CUTLER

Summary:

On March 28, 2023, the court authorized the acceptance of a grant in the amount of \$16,000 to the Hays County Sheriff's Office from the NRA Foundation (National Rifle Association) for training ammunition. That amount represented what was applied for not what was awarded. The grant was partially awarded and the Hays County Sheriff's Office will be receiving 10 cases of training ammunition valued at \$1,824.00 and has received a check for \$2,000. In total the grant award is valued \$3,824.00. No match is required.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-186.4301/5206

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,824) - Increase Contributions (donated ammo) 001-618-99-186.4610

(\$2,000) - Increase Contributions (cash) 001-618-99-186.4610

\$3,824 - Increase Law Enforcement Supplies 001-618-99-186.5206

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N? Yes

New Revenue Y/N?: Yes, \$3,824 Contributions

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a proposal from Cornerstone, Inc. related to the Detention Slider Upgrades, pursuant to GSA contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office was approved in their Fiscal Year 2023 budget to have Cornerstone Detention replace/retrofit 110 obsolete sliding devices, 14 release cabinets, and 5 electrical control panels in the release cabinets in the old jail side renovation. On all the listed sliding device locations in the proposal, Cornerstone Detention will provide a complete rip and replace of Cover Box housing with hinged covers to include new locking system. All equipment and install services will be procured through Cornerstone Detention Products GSA contract GA-07F-269AA. The attached quote contains open market items that were not awarded under the GSA contract, i.e. travel, mileage, lodging and per diems.

The Hays County Sheriff's Office is requesting a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items to allow Cornerstone Detention Products to install the additional items that will be compatible with the current system being utilized in the jail.

Fiscal Impact:

Amount Requested: \$1,403,112.00

Line Item Number: 001-618-03.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Project was budgeted during the annual budget process as a one-time use of reserves.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: GSA contract GA-07F-269AA; Requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items to allow Cornerstone Detention Products to install the additional items that will be compatible with the current system being utilized in the jail.

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

New Revenue Y/N?: N/A

Comments:

Attachments

Cornerstone Proposal

Cornerstone Quote



March 27th, 2023, GSA Project Rev 1

Attention:
Lt. Erica Hernandez
Hays County Sheriff's Office
1307 Uhland Rd.
San Marcos, TX 78666

Proposal for: **Hays County Sheriff's Detention Slider Upgrade. San Marcos, TX**

GSA Schedule 84 # GS-07F-269AA

General Scope of Work

Cornerstone Detention to replace/retrofit (110) obsolete sliding devices, (14) release cabinets, and (5) electrical control panels in release cabinets. All work to be completed old side jail renovation. On all listed sliding device locations in proposal Cornerstone Detention will provide a complete rip and replace of Cover Box Housing with hinged covers to include new locking system.

Corridor, Sally Port, & Pod Entry Doors:

➤ **Corridor, Sally Port, & Pod Entry Door**

- **Slider Device Replacement** consist of 1 (ea.) at Safety Vestibule, Old Infirmary, C1-3&4 dorm Entry, C1-1&2 dorm Entry, Multipurpose Room, C2-5&6 dorm Entry, C2-7&8 dorm Entry, D1-5&6 dorm Entry, D1-7&8 dorm Entry, D2-5&6 dorm Entry, D2-7&8 dorm Entry, B Quad Entry, Dorm 1&2 dorm Entry, Old Laundry, Old Kitchen 1, and Old Kitchen 2 Entry door:
- Cornerstone Detention will remove existing sliding device in its entirety. Modify and reuse existing door.
- Cornerstone Detention will Furnish & install **Qty (16)** Airteq 7350 electromechanical sliding door locking device which offers both individual and group operation for each sliding door device in new housing with new lock post, receiver, guide, and release column with 10 series lock.

➤ **Qty 1 (EA) Main Corridor:**

- Remove existing housing and all internal components. Reuse existing door.
- Furnish & install Airteq 7350 electromechanical sliding device.

➤ **C1-4 Pod, C1-1 Pod, C2-5 Pod, D1-5 Pod, D2-5 Pod**

- Furnish and Install Airteq 7320 electromechanical sliding door locking device **Qty 65 (total)** consisting of 13 (ea.) cells run.
- Existing Locking system will be demoed and removed.
- Provide mechanical release in housing covers.
-
- Furnish & install new control switches and relay backplate in each of 5 release cabinets. Each cabinet to electrically control and monitor (13) sliders. Each device will have its own switch. Includes lamp test and on/off switch.

➤ **C1-3 Pod Entry, C1-4 Pod Entry, C1-1 Pod Entry, C1-2 Pod Entry, C2-5 Pod Entry, C2-6 Pod Entry, C2-7 Pod Entry, C2-8 Pod Entry, D1-5 Pod Entry, D1-6 Pod Entry, D1-7 Pod Entry, D1-8 Pod Entry, D2-5 Pod Entry, D2-6 Pod Entry, D2-7 Pod Entry, D2-8 Pod Entry, Dorm 1 Entry, Dorm 2 Entry.**

- Furnish and Install **Qty 18** Airteq 7350 electromechanical device entry door locations.
- Remove existing sliding device in its entirety. Modify and reuse existing door.

- **C1-3 Cell Doors, C1-1 Cell Doors, C2-6 Cell Doors, D1-6 Cell Doors, D2-6 Cell Doors**
 - Furnish and Install **Qty 10** Airteq 7320 electromechanical device consisting of 2 (ea) day room location.
 - Remove existing sliding device in its entirety. Modify and reuse existing door.
 - Provide lock in bottom of housing for individual mechanical release.
- **Mechanical Release Cabinets:**
 - Furnish and Install **Qty 14** Manual Release Cabinets Entry Doors.
- **Electronic Control Panels:**
 - Furnish and Install **Qty 5** Electronic Control Panels in existing cell run cabinets operating 13 door each cell run.
 - Programing PLC **Qty 45** Detention Slider Locations to existing controls
- **Security Electronics Inclusions:**
 - Submittals development, project coordination, engineering, and documentation.
 - Equipment delivery to jobsite.
 - Installation of the equipment that we provide, unless noted otherwise.
 - Terminations for the equipment we provide.
 - Programming, on-site startup, final testing and commissioning as specified.
 - O&M Manuals.
- **Project Clarifications:**
 - Hays County directive required on remaining slider units how they will be controlled. Existing TS in control room or Manual Release cabinet or Both?
 - Disposal removal of existing sliding device equipment.
 - Engineering site visit required for project clarifications.
 - Material lead times 14-16 weeks.
 - Submittal lead times 4-6 weeks.
 - Monthly progress payments required.
 - One year warranty on all workmanship and material.
 - This scope of work includes all security locking mechanisms to be fully functional.
 - Facility to provide dedicated escorts and secure work areas to Contractor.
 - Work hours to be 8:00AM to 5:00PM, M-F.

➤ **Project Exclusions:**

- PERFORMANCE & PAYMENT BONDS (IF REQUIRED: ADD 1.25% TO OUR BID AMOUNT)
- Sales, Use, Gross receipts, and Excise Tax
- Caulking, and/or Security Sealants
- All stamping of drawings / submittals
- All building permits and fees
- Miscellaneous steel embedded anchoring plates, angles, channels, etc. unless noted in above.
- Installation of embeds.
- Finish Paint &/or special coating if not specifically included above.
- Final cleaning of material and equipment provided by us and security glazing.
- Security vents diffusers and registers at HVAC openings and protection of HVAC system from dust and debris.
- Flashing and counter flashing
- Conduit and raceway, innerducts, cable tray, metal wireway, j-hooks, sleeves and sleeve seals, hangers and support systems (including for seismic), firestopping and firestopping devices, core drilling, standard backboxes, duct banks, handholes, etc., including labeling and painting/color-coding of conduits and pull boxes. Please note that our price assumes that we will be provided clean conduits with pull strings and that conduits will be routed in a direct (as opposed to roundabout) manner from headend to field device.
- Power raceway, power wiring, power outlets, power distribution panels/breakers and power terminations of any kind, including but not limited to that between equipment and circuit breaker panels, and UPS power distribution.
- Electrical grounding systems. We will provide a point of connection for our equipment and will make connection to grounding systems provided by others if it is located within the same equipment room as our equipment.
- Consoles, base metal, millwork, casework, and counter tops.
- Turnstiles, Vehicle barriers bollards, gates and arms.
- Labor to receive, unload, distribute, layout, and installation of materials supplied by us but installed by the General Contractor or Others.
- Bituminous coatings, asphalt paint or other special coatings on material.
- Painting, except for touchup where required to materials that we provide.
- Power supplies for any door control equipment not specifically included herein.
- Trash debris container and its removal
- Participation in composite crew for site cleanup. We will clean up after ourselves daily and deposit of our trash in containers provided by general contractor.
- We assume all existing wiring in place is in proper working condition

Proposal Price \$1,414,420.15

All prices are subject to Cornerstone's *Standard Inclusions, Exclusion, Terms, & Conditions*.

We appreciate the opportunity of submitting the above proposal. Should you have any questions or comments concerning our proposal, please do not hesitate to call.

Sincerely,

Brian Burleson

South Central Regional Sales Manager

Direct 256-560-4434

CELL 210-326-2618 Preferred Contact

EMAIL bburleson@cornerstoneinc.com

Standard Inclusions, Exclusions, Terms, & Conditions

Standard Inclusions:

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only
3. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only (ESS)
4. The necessary torx-pin security screws for our materials only

Standard Exclusions:

1. Sales and use taxes unless otherwise noted in Cornerstone's scope of work.
2. Power relays for other systems (i.e., HVAC, Electrical, etc.)
3. All main electrical supply AC power, per division 16, including power to security and detention equipment
4. Temporary power and lighting for final testing of equipment
5. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
6. Security caulking and sealants
7. Caulking not required as a part of glass installation
8. Field finish painting or touch-up of prime paint
9. Final Cleaning
10. Trash debris container and its removal
11. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
12. The protection of materials furnished by our company once they have been installed in place
13. Field measurements of any kind
14. Furnishing or installing louvers of any kind
15. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
16. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
17. Cutting or patching of concrete or masonry materials
18. Furnishing or installing any standard/commercial type access doors and frame
19. Any chain link fencing material and associated supporting materials or hardware
20. Core drilling of any kind
21. Flashing or counter flashing of any kind
22. Roll up doors, or counter shutters
23. Repairs to frames installed by others

Standard Terms & Conditions:

1. Allowing Cornerstone to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDOCS 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone will not be required to name additional insureds to its general liability, excess liability, or automobile insurance policies, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney fees, shall be paid by Customer. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.

Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.

5. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.

This performance of this proposal may be affected by unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level or any other Acts of God or forces majeure, for which Cornerstone will not be liable and shall receive excusable delays under any agreement to perform the work.

The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

6. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
7. To the extent that performance and payment bonds are included in this bid proposal or in the case that it is added by change order, the bond forms must be the AGC 606 (2004) and AGC 607 (2004) published by the Associated General Contractors of America, or substantially equivalent to the A312-1984 published by the American Institute of Architects.
8. Cornerstone will not provide any credits for enrollment in an owner- or contractor- controlled insurance program. No calculation of credits by wrap-up administrator shall be binding on Cornerstone.
9. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
10. Proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
11. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.



CORNERSTONE

Security Design, Inc. dba Cornerstone Detention
2511 Midpark Road
Montgomery, AL. 36109
www.cornerstoneinc.com

Sales Rep: Brian Burleson 210-326-2618 bburleson@cornerstoneinc.com
Estimate Date: 3/24/2023
Expiration Date: 4/24/2023
Quote #: 032423-BB001
RFQ #:

Customer Bill to Address:

Name Hays County Purchasing
Street 712 S. Stagecoach Trail, Suite 1071
City, State, Zip San Marcos, TX 78666

Customer Ship to Address:

Name Hays County Sheriff's
Street 1307 Uhland Rd
City, State, Zip San Marcos, TX 78666

	ON CONTRACT- SERVICE & LABOR	SIN	SIN DESC	QTY	Per Hour/Ea Rate	TOTAL
SDI-CD Contract # GS07F269AA ON CONTRACT- SERVICE & LABOR	PROGRAM MANAGER (Per Hour)	334290	Service/Labor	180	\$ 125.00	\$ 22,500.00
	PROJECT MANAGER (Per Hour)	334290	Service/Labor	590	\$ 125.00	\$ 73,750.00
	SEC TECH (Per Hour)	334290	Service/Labor	2600	\$ 95.00	\$ 247,000.00
	SEC TECH SUPERVISOR (Per Hour)	334290	Service/Labor	750	\$ 115.00	\$ 86,250.00
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor	100	\$ 125.00	\$ 12,500.00
	COMPUTER-AIDED DESIGN & DRAFTING (CADD)(Per Hour)	334290	Service/Labor	23	\$ 95.00	\$ 2,185.00
SDI-CD Contract # GS07F269AA ON CONTRACT-MATERIAL	Motor Glide 7320	334290	Airteq	75	\$ 7,846.85	\$ 588,513.75
	MotorGlide 7350	334290	Airteq	35	\$ 8,432.04	\$ 295,121.40
		334290				\$ -
		334290				\$ -
		334290				\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
Total						\$ 1,327,820.15
						\$ -
Pelco Contract # GS-07F-9323S						\$ -
						\$ -
						\$ -
						\$ -
Vicon Contract 47QSWA19 D006F						\$ -
						\$ -
						\$ -
						\$ -
Bosch Contract GS-07F-206CA						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -
Total Contract Value to base OLM 33.33 % off of.						\$ 1,327,820.15
OLM- Including IFF FEE Contract # GS-07F269AA	Door Control Panel	84500	OLM	5	\$ 6,500.00	\$ 32,500.00
	Sub Plate Door Control Panel	84500	OLM	5	\$ 10,820.00	\$ 54,100.00
	MATERIAL	84500	OLM			\$ -
	MATERIAL	84500	OLM			\$ -
	MATERIAL	84500	OLM			\$ -
Total OLM Value, Cannot exceed the Contract Value						\$ 86,600.00
Open Market Items-None Contract Items	TRAVEL			1	\$ 2,500.00	\$ 2,500.00
	PER DIEM-M & I -First & Last Day					\$ -
	PER DIEM-Meal & Incidentals (M& IE)-Everyday Except the 1st & Last Day					\$ -
	LODGING			1	\$ 27,574.00	\$ 27,574.00
	General Conditions			1	\$ 24,816.00	\$ 24,816.00
	MILEAGE-COMPANY VEHICLE			1	\$ 18,634.00	\$ 18,634.00
	FREIGHT/EQUIPMENT RENTAL			1	\$ 10,894.00	\$ 10,894.00
	SMALL TOOLS CONSUMABLES			1	\$ 9,420.00	\$ 9,420.00
				1	\$ 21,682.00	\$ 21,682.00
Total Open Market Items-Does not count towards GSA Reported Value or OLM Value. Excludes IFF Fee						\$ 115,520.00

\$ 1,327,820.15 TOTAL FOR SIN 334290

\$ - TOTAL FOR SIN NEW

TOTALS



CORNERSTONE

Customer's PO Amount & Invoice Sales Breakdown

SIN #	TOTAL \$ AMOUNT FOR INDIVIDUAL SIN #
SIN 334290	\$ 1,327,820.15
SIN NEW	\$ -
SIN 334290	
SIN 334512	
SIN 246421	
SIN 2461000	
SIN 238910	
SIN 334290	
SIN 334290L	
SIN 334512	
SIN OLM 84500	\$ 86,600.00
Open Market Items	\$ 115,520.00
TOTAL CONTACT AMOUNT	

Cornerstone's IFF FEE Breakdown (Amount we have to pay GSA)

SIN 334290	\$ 1,327,820.15
SIN NEW	\$ -
SIN OLM 84500	\$ 86,600.00
Total Contract Sale	\$ 1,414,420.15
IFF Payment	\$ 1,403,811.9989

Cornerstone's TOTAL OLM % BASED OFF CONTRACT VALUE

SIN OLM 84500	1633%
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|



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to utilize Cornerstone Detention for repairs to the gate at the Hays County Jail pursuant to the GSA contract GS-07F-269AA and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

Approve the Cornerstone Detention quote for repairs to the gate at the Hays County Jail pursuant to the GSA contract GS-07F-269AA.

Fiscal Impact:

Amount Requested: \$2,327.08

Line Item Number: 001-618-03.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,328 - Increase Misc. Capital Improvements 001-618-03.5741

(\$2,328) - Decrease Misc. Equipment_Operating 001-618-03.5719_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, GSA contract GS-07F-269AA

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

New Revenue Y/N?: N/A

Comments:

Attachments

Cornerstone - Quote

Cornerstone Detention Products, Inc.

2511 Midpark Road
Montgomery, AL 36109
www.cornerstoneinc.com



Estimate

ADDRESS

HAYS COUNTY SHERIFFS OFFICE
1307 Uhland Rd
San Marcos, TX 78666

SHIP TO

Hays County Sherriff's Office
1307 Uhland Rd.
San Marcos, TX 78666

ESTIMATE # 04132023-CR02

DATE 04/13/2023

GSA Scheduled 84# GS-07F-269AA

SALES REP

Corina Rodea 256.560.4432 crodea@cornerstoneinc.com

QTY	DESCRIPTION	RATE	AMOUNT
1	AIR894638-Comnet GNGE3FE8MSPOE Managed Ethernet Switch W/3 GE 100/1000Base-FX SFP, 8-P 10/100BASE-TX POE	2,277.08	2,277.08
1	Freight	50.00	50.00

Please note that our General Terms & Conditions apply. If you do not have a copy of this form, please request this from your Sale Representative. Please review quantities along with descriptions. If you see an error please contact us immediately.

TOTAL

\$2,327.08

Accepted By

Accepted Date



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

TAMMY CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute Amendment #1 for a time extension to Task Order #4 as part of the Master Interlocal Agreement between Hays County and Texas State University executed on or about April 12, 2022. **SHELL/T.CRUMLEY**

Summary:

The Master Interlocal Agreement between the County and Texas State University approved on or about August 18, 2020 formed a long-term partnership between the two entities to conduct various diverse projects and research to conserve, mitigate, restore, and protect the vast amount of natural resources within Hays County. This includes both groundwater and surface water resources, important landscapes that provide diverse ecosystems and biodiversity, sensitive habitat for threatened and endangered species, and sustainability of ecosystem services for the citizens of Hays County. Amendment #1 to Task Order #4, originally executed on or about April 12, 2022, will extend the completion date for Component B of the BRAATWURST Groundwater Modeling Project to no later than January 31, 2024.

Fiscal Impact:

Amount Requested: None, time extension only

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: Contract budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Agreement

G/L Account Validated Y/N?: N/A, time extension

New Revenue Y/N?: N/A

Comments:

Attachments

Amd #1 T.O. #4 BRAATWURST

Original T.O. #4 BRAATWURST 4-12-2022

**AMENDMENT TO INTERLOCAL AGREEMENT # 2020-0107, TASK ORDER 4
Amendment Number 1**

THIS INTERLOCAL AGREEMENT AMENDMENT is made by and between the State of Texas acting by and through the Hays County (County) and Texas State University (University) and shall become effective when fully executed by both parties.

BACKGROUND

The Receiving Agency and the Performing Agency executed INTERLOCAL MASTER AGREEMENT # 2020-0107 on August 31, 2020 and Task Order 4 executed on a contract on April 13, 2022 concerning the project titled **Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend: Component B**.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Agreement, Task Order #4 to amend the contract as follows:

AGREEMENT

Project Schedule within the Task Order #4 shall be replaced in its entirety to read as:

Project Schedule:

Project will start on or after April 15, 2022 and be complete no later than January 31, 2024.

All other terms and conditions of the above numbered Interagency Cooperation Contract not hereby amended remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS STATE UNIVERSITY

By: _____

By: _____

Dr. Shreekanth Mandayam

Vice President of Research

Title

Date: _____

Date: _____

Task Order #4
Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends:
Component B

Project Background:

The Blanco River Basin includes some of the nation's fastest-growing counties. With increased growth comes increased aquifer pumping, and with increased aquifer pumping comes decreased flows to the Blanco River and its springs. A detailed numerical model that accurately simulates surface water and groundwater interaction does not exist for this area and is needed for landowners, communities, and groundwater conservation agencies to better understand and manage groundwater and surface resources in the Blanco River Basin.

Project Description:

The Meadows Center for Water and the Environment within Texas State University ("Texas State") will fund work by the Southwest Research Institute ("Institute") Worked performed by the Institute will be focused on the construction of an integrated surface water/groundwater numerical model that will simulate how the Blanco River interacts with its aquifers.

Hays County Responsibility:

Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of one-hundred seventy-six thousand, two-hundred twenty-two dollars (\$176,222 USD) to contribute toward the work performed by the Institute. This work order will fund 79.7% of Component B: BRATWURST Implementation as outlined in the Proposal: BRATWURST Phase IIB, as led by Southwest Research Institute, for \$ 176,222 (see Attachment 1). Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #4.

Texas State Responsibility:

Texas State shall be responsible for retaining the services of the Institute, and will provide input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by the Institute to Hays County within a reasonable time.

Deliverables:

Under the direction of Texas State, the Institute will:

- A. Participate in meetings and video conferences as requested.
- B. Complete 79.7% of Component BRATWURST Phase II Component B (Items B.1 – b.5) (Attachment 1, pg. 24)

Texas State, with alternative funding sources, will

- A. Coordinate the activities of the Institute.
- B. Organize stakeholder and technical committee meetings.
- C. Work with stakeholders to identify sustainability goals.

Project Schedule:

Project will start on or after April 15, 2022 and be complete no later than 12 months after the start date.

Project Budget:

\$ 176,222 USD

Hays County Contact:

Mark Kennedy
General Counsel
mark.kennedy@co.hays.tx.us (with copy to junice.jones@co.hays.tx.us)
(512) 393.2219

Texas State Contact:

Robert Mace, Ph.D., P.G.
Executive Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
512-245-6021

Task Order #4, Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend—Component B, is executed by:

Hays County

BY 

NAME Ruben Becerra

TITLE Hays County Judge

DATE 4-12-2022

Texas State University

BY 

NAME Michael Blanda, Ph.D.

TITLE Interim Chief Research Officer

DATE Apr 13, 2022



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Accept the Fiscal Year 2022 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. VILLARREAL-ALONZO/INGALSBE/SHELL

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated April 13, 2023, is attached.

Attachments

HCESD#9 FY2022 Management Letter

HCESD#9 FY2022 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #9

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #9 (District) for the year ended September 30, 2022, and have issued our report thereon dated April 13, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated information related to the planned scope and timing of our audit in our letter to you dated October 18, 2022. Professional standards also require that we provide you with the following information related to our audit.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2022. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team



Board of Fire Commissioners
Hays County Emergency Services District #9
Communications with Those Charged with Governance
Page 2

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 13, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the District’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management’s discussion and analysis and the general fund budgetary comparison schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Fire Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

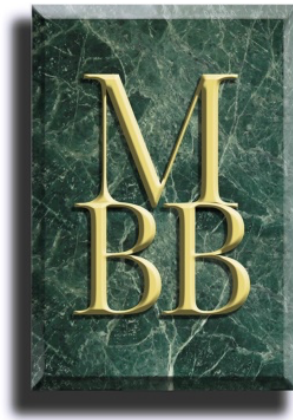
April 13, 2023
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

UNCORRECTED MISSTATEMENTS

SEPTEMBER 30, 2022

<u>Account</u>	<u>Debit</u>	<u>Credit</u>
Taxes receivable	16,190	
Property tax revenue		16,190
<i>to adjust tax receivable to actual</i>		



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

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Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #9

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #9 (District), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2022 and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team



Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 13, 2023
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #9 (“the District”) for the year ended September 30, 2022. Please read it in conjunction with the District’s financial statements, which follow this section.

Financial Highlights

- The District’s property tax rate was assessed at \$.05819 per \$100 of assessed valuation for the year ended September 30, 2022. Property tax revenues for the year were \$3,837,460, an increase of \$457,447 over prior year.
- The District incurred an increase in net position of \$812,935 for the year.
- Cash and cash equivalents amounted to \$2,477,793 at September 30, 2022, which represented an increase of \$813,726 over the \$1,664,067 balance at September 30, 2021.

Overview of the Financial Statements

This annual report consists of three parts—*management’s discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District’s assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end).

Because the District’s principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT'S DISCUSSION AND ANALYSIS

inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets less liabilities) was \$2,544,685 at September 30, 2022. The District's net position is unrestricted and available to meet the District's ongoing obligations. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarize the financial position of the District at September 30, 2022 and 2021 and the results of operations for the same years ended.

	<u>9/30/2022</u>	<u>9/30/2021</u>
<u>Current assets</u>	<u>\$2,545,676</u>	<u>\$1,731,950</u>
<u>Current liabilities</u>	<u>991</u>	<u>200</u>
<u>Net position</u>		
Unrestricted	<u>\$2,544,685</u>	<u>\$1,731,750</u>
<u>Revenues</u>	<u>9/30/2022</u>	<u>9/30/2021</u>
Ad Valorem property taxes	\$3,837,460	\$3,380,013
Interest	<u>1,958</u>	<u>903</u>
Total revenues	<u>3,839,418</u>	<u>3,380,916</u>
<u>Expenses</u>		
District EMS contract	2,884,686	2,776,268
Station improvements	43,800	0
ESD 5 cost sharing	40,000	35,000
Appraisal District fees	25,259	22,570
Professional services	15,316	11,971
Tax Assessor fees	9,293	4,261
Training and professional organizations	4,082	624
Insurance	2,432	2,687
Other	<u>1,615</u>	<u>451</u>
Total expenses	<u>3,026,483</u>	<u>2,853,832</u>
Change in net position	812,935	527,084
Net position, beginning	<u>1,731,750</u>	<u>1,204,666</u>
Net position, ending	<u>\$2,544,685</u>	<u>\$1,731,750</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT'S DISCUSSION AND ANALYSIS

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2022, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of \$2,476,802, an increase of \$812,935 over the year-ended September 30, 2021. The District's ending unassigned fund balance was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$246,455, or 7%, over budget, due to \$244,497 more than anticipated property tax revenues. Expenses for the General Fund were \$52,703, or 2%, less than budget, primarily due to the budget for Westnet Alert not begin expended in the current year.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2022-2023 is expected to provide an approximately \$558,000 increase in tax revenues for the next fiscal year. The tax rate was set at \$.0505 per \$100 of assessed valuation for fiscal year 2022-2023.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Carla Sisk, Treasurer
Hays County Emergency Services District #9
210 W. Moore St.
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2022

	General Fund	Adjustments (Note 7)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$2,477,793		\$2,477,793
Taxes receivable	67,883		67,883
Total assets	<u>\$2,545,676</u>		<u>2,545,676</u>
LIABILITIES			
Current liabilities:			
Accounts payable	<u>\$991</u>		<u>991</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	<u>67,883</u>	(67,883)	<u>-</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - unassigned	<u>2,476,802</u>	(2,476,802)	
	<u>\$2,545,676</u>		
NET POSITION			
Unrestricted		(2,544,685)	<u>\$2,544,685</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	General <u>Fund</u>	Adjustments <u>(Note 7)</u>	Statement <u>of Activities</u>
EXPENDITURES/EXPENSES:			
District EMS contract	\$2,884,686		\$2,884,686
Station improvements	43,800		43,800
ESD 5 cost sharing	40,000		40,000
Appraisal District fees	25,259		25,259
Professional services	15,316		15,316
Tax Assessor fees	9,293		9,293
Training and professional organizations	4,082		4,082
Insurance	2,432		2,432
Miscellaneous	1,615		1,615
	<u>3,026,483</u>		<u>3,026,483</u>
GENERAL REVENUES:			
Ad Valorem tax revenues	3,837,460		3,837,460
Interest	1,958		1,958
	<u>3,839,418</u>		<u>3,839,418</u>
CHANGE IN FUND BALANCE/NET POSITION	812,935		812,935
BEGINNING FUND BALANCE/NET POSITION	<u>1,663,867</u>	67,883	<u>1,731,750</u>
ENDING FUND BALANCE/NET POSITION	<u><u>\$2,476,802</u></u>		<u><u>\$2,544,685</u></u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #9 (the District) is the local governmental agency responsible for providing emergency medical services to a large portion of eastern and southern Hays County, including the cities of Kyle, Uhland and Neiderwald. The District was approved by voters in the November 2016 general election and began contracting for services with the San Marcos Hays County EMS in February 2018.

The District is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets the requirements for inclusion in the District's financial statements.

The District is governed by a five-member Board of Fire Commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The District has no employees, office location or fixed assets. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported by ad valorem property taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include short-term, highly liquid deposits, such as sweep accounts and money market accounts, that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS

At September 30, 2022, the carrying amount of the District's cash deposits was \$200,000, which was also the bank balance. Additionally, the District held \$2,277,793 of cash equivalents in a sweep account at year-end. The District has pledged securities for any amounts in excess of FDIC coverage. The District was in compliance with the requirements of Chapter 2256 and with its investment policy during the year.

NOTE 4: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, errors and omissions, and lawsuits. The District purchases insurance to provide coverage for these risks.

NOTE 5: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad Valorem property taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2021 levy was \$0.5819 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 6: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. There were no current year amendments. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax revenue higher than budgeted, and the budget for Westnet Alert was not utilized during the year.

NOTE 7: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$2,476,802
Taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	<u>67,883</u>
Net position - governmental activities	<u>\$2,544,685</u>
Change in fund balance - general fund	\$812,935
Change in taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	<u>0</u>
Change in net position - governmental activities	<u>\$812,935</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
BUDGETARY COMPARSION SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
GENERAL REVENUES			
Ad Valorem tax revenues	\$3,592,963	\$3,837,460	\$244,497
Interest	-	1,958	1,958
	<u>3,592,963</u>	<u>3,839,418</u>	<u>246,455</u>
EXPENDITURES			
District EMS contract	2,884,686	2,884,686	-
Station improvements	50,000	43,800	6,200
Westnet Alert	50,000	0	50,000
ESD 5 cost sharing	40,000	40,000	-
Appraisal District fees	25,000	25,259	(259)
Professional services	15,000	15,316	(316)
Tax Assessor fees	6,000	9,293	(3,293)
Training	3,500	4,082	(582)
Insurance	3,000	2,432	568
Miscellaneous	2,000	1,615	385
	<u>3,079,186</u>	<u>3,026,483</u>	<u>52,703</u>
CHANGE IN FUND BALANCE	<u>513,777</u>	<u>812,935</u>	<u>299,158</u>
BEGINNING FUND BALANCE	<u>1,663,867</u>	<u>1,663,867</u>	<u>-</u>
ENDING FUND BALANCE	<u><u>\$2,177,644</u></u>	<u><u>\$2,476,802</u></u>	<u><u>\$299,158</u></u>

See independent auditor's report



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the repairs from Cornerstone Detention Products for the lobby door at the Hays County Jail and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D). **INGALSBE/CUTLER**

Summary:

Authorize the Hays County Sheriff's Office to repair the lobby door at the Hays County Jail from Cornerstone Detention Products. The labor is covered under the Sheriff's Maintenance Agreement pursuant to GSA contract GSA-07F-269AA, however the parts require a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

Fiscal Impact:

Amount Requested: \$1,010.26

Line Item Number: 001-618-03.5451

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: GSA-07F-269AA and requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Lobby Door Quote

Cornerstone Detention Products, Inc.

2511 Midpark Road
Montgomery, AL 36109
www.cornerstoneinc.com



Estimate

ADDRESS

HAYS COUNTY SHERIFFS OFFICE

SHIP TO

HAYS COUNTY SHERIFF'S
OFFICE
1307 UHLAND RD
SAN MARCOS, TX 78666

ESTIMATE # 04202023-CR01

DATE 04/20/2023

GSA Scheduled 84# GS-07F-269AA

SALES REP

Corina Rodea 256.560.4432 crodea@cornerstoneinc.com

QTY	DESCRIPTION	RATE	AMOUNT
2	Install Two (2) Switches (CISCO CBS35-8FP-E-2G-NA- CBE350 Managed 8-Port GE Full POE EXT On the Outside Gate. (Open Market Item)	505.13	1,010.26
1	Note: Pre-Sold hours from Preventative Maintenance Contract will be used for Installation.	0.00	0.00

Please note that our General Terms & Conditions apply. If you do not have a copy of this form, please request this from your Sale Representative. Please review quantities along with descriptions. If you see an error please contact us immediately.

TOTAL

\$1,010.26

Accepted By

Accepted Date

Building With Knowledge, Succeeding Through Integrity.

FEIN# 63-1196091 DUNS#014266832

Payment Address: Cornerstone Detention Products, Inc. 2511 Midpark Road Montgomery, AL. 36109



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Judge Becerra

Agenda Item:

Approve renewal of IFB 2021-B05 Concrete Contractor with Myers Concrete Construction, LP.

BECERRA/BORCHERDING

Summary:

On April 20, 2021, the Hays County Commissioners Court awarded contract IFB 2021-B05 Concrete Contractors to Myers Concrete Construction, LP. The current contract expires on April 27, 2023, and the Hays County Transportation Department would like to renew their contract for one additional year.

Fiscal Impact:

Amount Requested: Per contract terms

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2021-B05 Concrete Contractor

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

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2021-B05 Renewal 2



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

March 13, 2023

Myers Concrete Construction
PO Box 2928
Wimberley, TX 78676

RE: Annual contract renewal

The annual contract for Concrete Contractor, IFB 2021-B05 is scheduled to expire on April 27, 2023. This letter will serve as official notice that Hays County would like to exercise its second (2nd) option to renew the existing contract for one (1) additional year effective April 28, 2023 – April 27, 2024, provided all other 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. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature
Randy Myers

Myers Concrete Construction, LP

Company
3/28/2023

Printed Name

Date:

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to Bodyboard Contract 620-20 Auction Services for the Hays County Fiscal Year 2023 Auction. **BECERRA/VILLARREAL-ALONZO**

Summary:

The Hays County Auditor's Office is preparing the fiscal year 2023 countywide auction, and requests the Commissioners Court to execute an agreement between Hays County and Rene Bates Auctioneers, Inc., pursuant to the Buyboard Contract 620-20 Auction Services.

Fiscal Impact:

Amount Requested: None

Line Item Number: TBD dependent on auction items

Budget Office:

Source of Funds: Various

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract 620-20

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD

Comments:

Attachments

Rene Bates Auctioneers Agreement



René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for Hays County, Texas on an as needed basis under the following terms and conditions:

René Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for Hays County, Texas at their request.
2. Set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
3. Post all online auction information on www.renebates.com.
4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
7. Invoice all successful bidders once your auction has closed.
8. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
9. Generate paid receipts to the buyer with a copy to your approved distribution list.
10. Balance all auction payments received with actual sales results.
11. Remit all monies, less commission and sales tax, to your designee.
12. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
13. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
14. Maintain records of all your auctions for three years.

Hays County, Texas' Responsibilities:

1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by Hays County, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
5. Transfer all titles to successful buyers after Hays County, Texas has received an electronic paid receipt from RBAI.
6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions for Hays County, Texas and will charge and retain a 10% Buyer's Premium in lieu of a commission on all fleet vehicles, heavy equipment, and miscellaneous items. These auctions will be conducted on an as needed basis for Hays County, Texas. This contract is being issued under the BuyBoard Contract for Auctioneer Services # 620-20.



Michelle Bates, Vice President
René Bates Auctioneers, Inc.

Date: 1/25/23

Hays County, Texas
Authorized Signer*

Date:

*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s 15025 & 12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.

**Hays County Commissioners Court**

Date: 04/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda ItemApprove Utility Permit. **SHELL/SMITH/BORCHERDING****Summary**

TRN-2023-5862-UTL	Frontier Communications requesting the installation of fiber optic for 8,441' of 1.25" HDPE fiber, 2" bore at 36" depth with an aerial overlash attachment along Skyview Terrace, Green Pastures Drive, Willow Trail, Goforth Road, etc.
TRN-2023-6174-UTL	Centric to install fiber conduit via bore within Six Creeks development to service homes with fiber. Roads will include Arrow Creek Run, Cold River Run, Iron Creek Way, etc.
TRN-2023-6185-UTL	Frontier Communications seeks permission to bore 2,999' and then to place (7) 17"X30" HHs, (2) 30"X48" HHs, (2) 2'X3' HHs, 218' of (1)-1.25" duct, and 2781' of (2)-1.25" ducts. Work will take place at 909 Cold River Run and various locations.

Attachments

Location Map

Permit

Plan Set

Plan Set

Permit

Plan Set

Permit

PR-360142 | Salesforce

Interactive Web Maps | City of Kyle

City of Kyle Maps

Address Lookup-Jurisdiction

← → ↻

https://giskyle.maps.arcgis.com/apps/instant/lookup/index.html?appid=8bab4a900d874f93b6bcbdd6dc80f3745&findSource=2&find=Cold%2520River%25...

Google Google Maps Bing Maps - Directi... TxDOT - Utility Insta... Postmile Services Christina Kuse's Ho... Sitetracker

Other bookmarks

Address Lookup-Jurisdiction

▼ Cold River Run, Kyle, TX, 78640, USA

Results:3

▼ Subdivision

1

SUBDIVISION_NAME	SIX CREEKS PHASE 1 SECTION 1
DATE_RECORDED	November 4, 2018
DOCUMENT_NUMBER	18042674

▼ CCN Water

1

UTILITY	CITY OF KYLE
CCN_NO	11024

▼ Jurisdiction

1

Clear search location

Cold River Run, Kyle, Texas, 78640

600 ft

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, © OpenS... Powered by Esri



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 3/6/2023 .

Utility Company Information:

Name: Frontier Communications
Address: 2611 45th Street Dickinson TX
Phone: 2812890849
Contact Name: Darrin Albrecht

Engineer / Contractor Information:

Name: Future Infrastructure LLC
Address: 555 S Town East Blvd. Mesquite TX 75149
Phone: 9723729933
Contact Name: Tim Knoll

Hays County Information:

Utility Permit Number: TRN-2023-6185-UTL
Type of Utility Service: Fiber
Project Description:
Road Name(s): Cold River Run, Rio Blanco Way, Painted Creek Way, Mineral River Loop, Six Creeks Blvd., , ,
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 .

04/19/2023

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE; FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of thirty-six (36) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
COUNTY R/W
EX. HH

PATH FOOTAGE:
BORE = 2999'

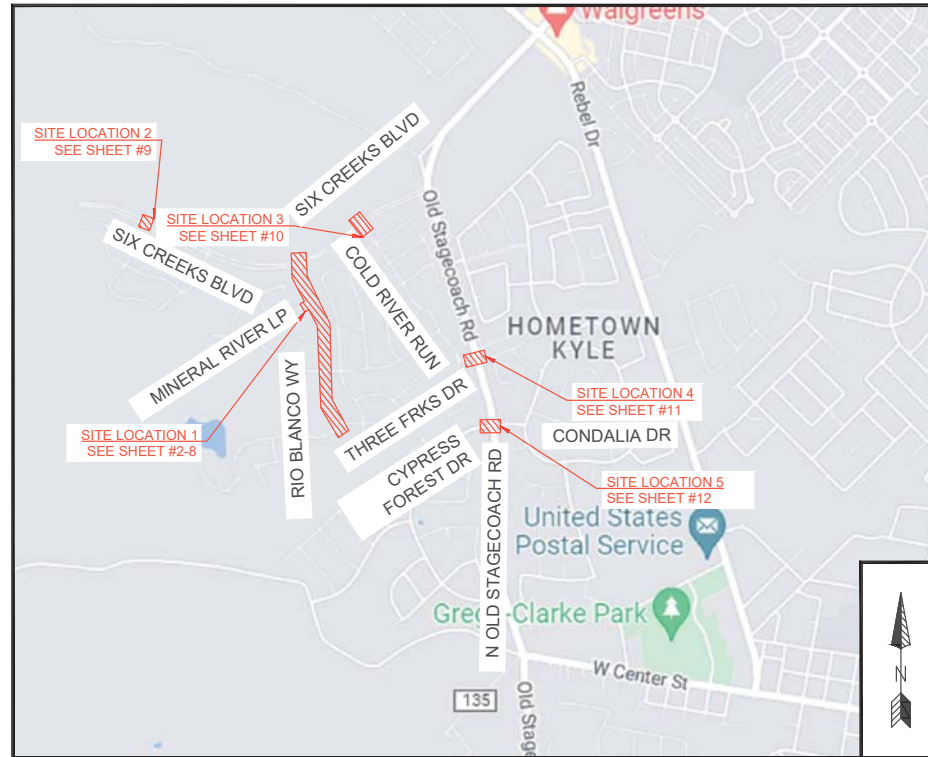
MATERIALS:
(7) NEW 17"x30" HH
(2) NEW 30"x48" HH
(2) NEW 2"x3" HH
218' OF (1)-1.25" DUCT
2781' OF (2)-1.25" DUCTS



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

909 COLD RIVER RUN
RIO BLANCO WAY & COLD RIV RUN
KYLE, TX 78640



VICINITY MAP
NTS

- HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
- ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCs.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	EX. DRIVEWAY	ITD ROW	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

LEGEND

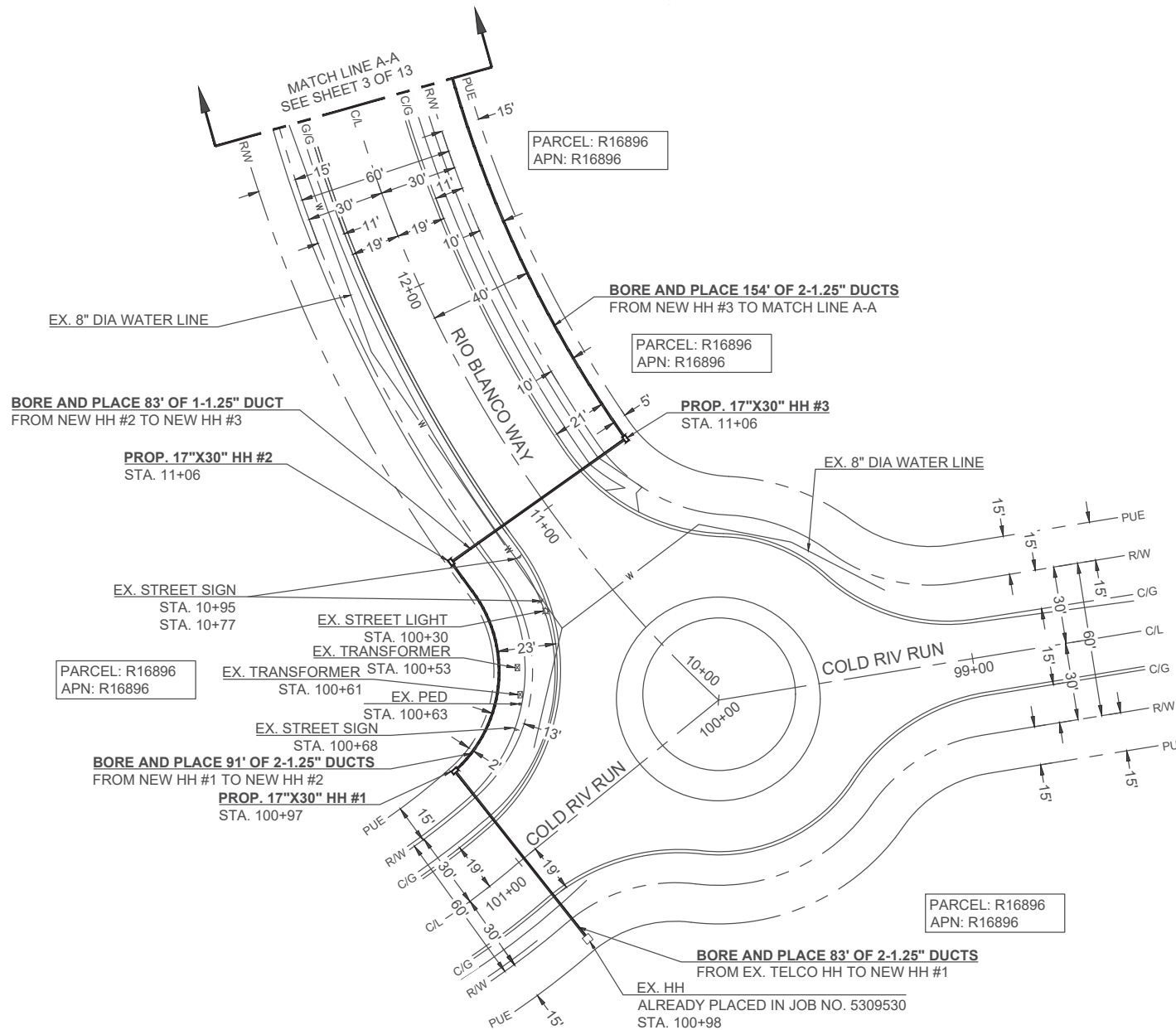
	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17'x30'')
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

Frontier
COMMUNICATIONS

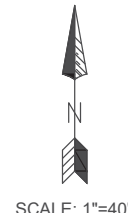
JOB ID: 5285547 DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN
STREET ADDRESS: 909 COLD RIVER RUN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310) 210-9882
FTR INSPECTOR: JAMES WEST (972) 578-3224

	CHC CONSULTING	DRAWN BY:	CHC CONSULTING
	ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	EST. #:	SHEET#:

1 OF 13



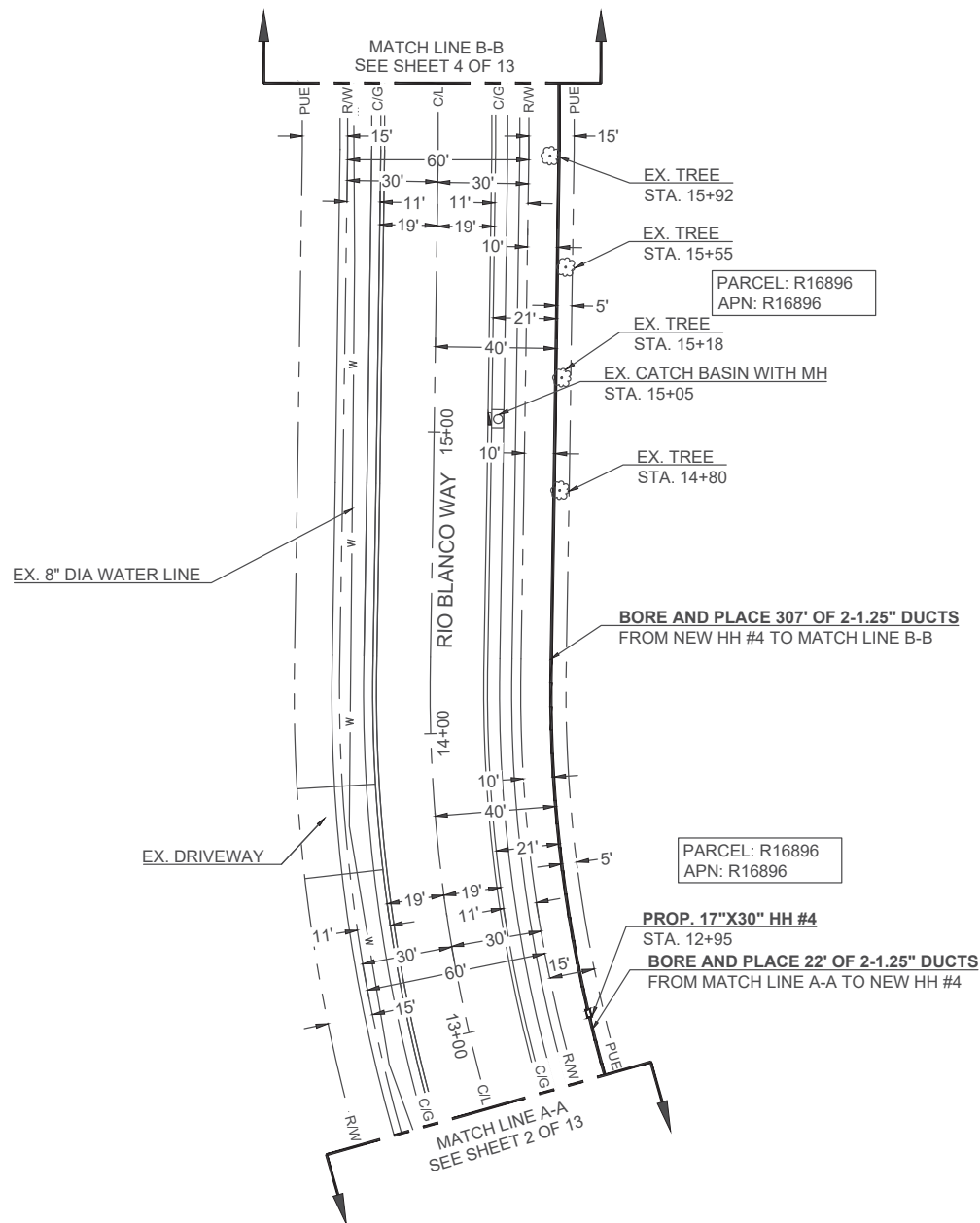
Know what's below.
Call before you dig.



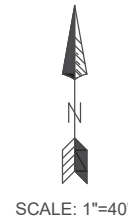
SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
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FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING	DRAWN BY: CHC CONSULTING
ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	EST. #:
	SHEET#: 2 OF 13

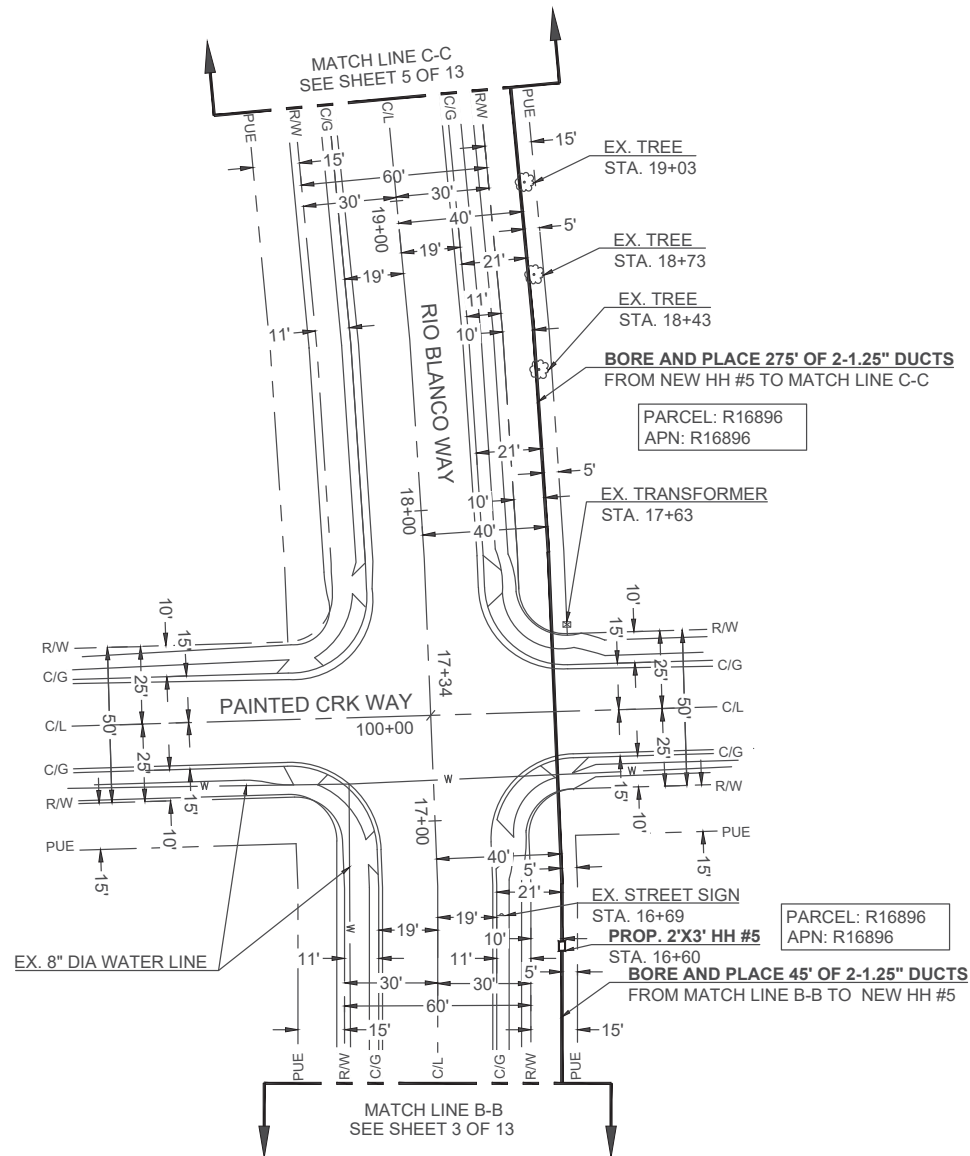


Know what's below.
Call before you dig.

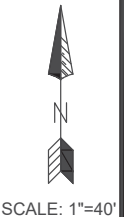


Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
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Prepared by: CHC CONSULTING	DRAWN BY: CHC CONSULTING
ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	EST. #:
	SHEET#: 3 OF 13



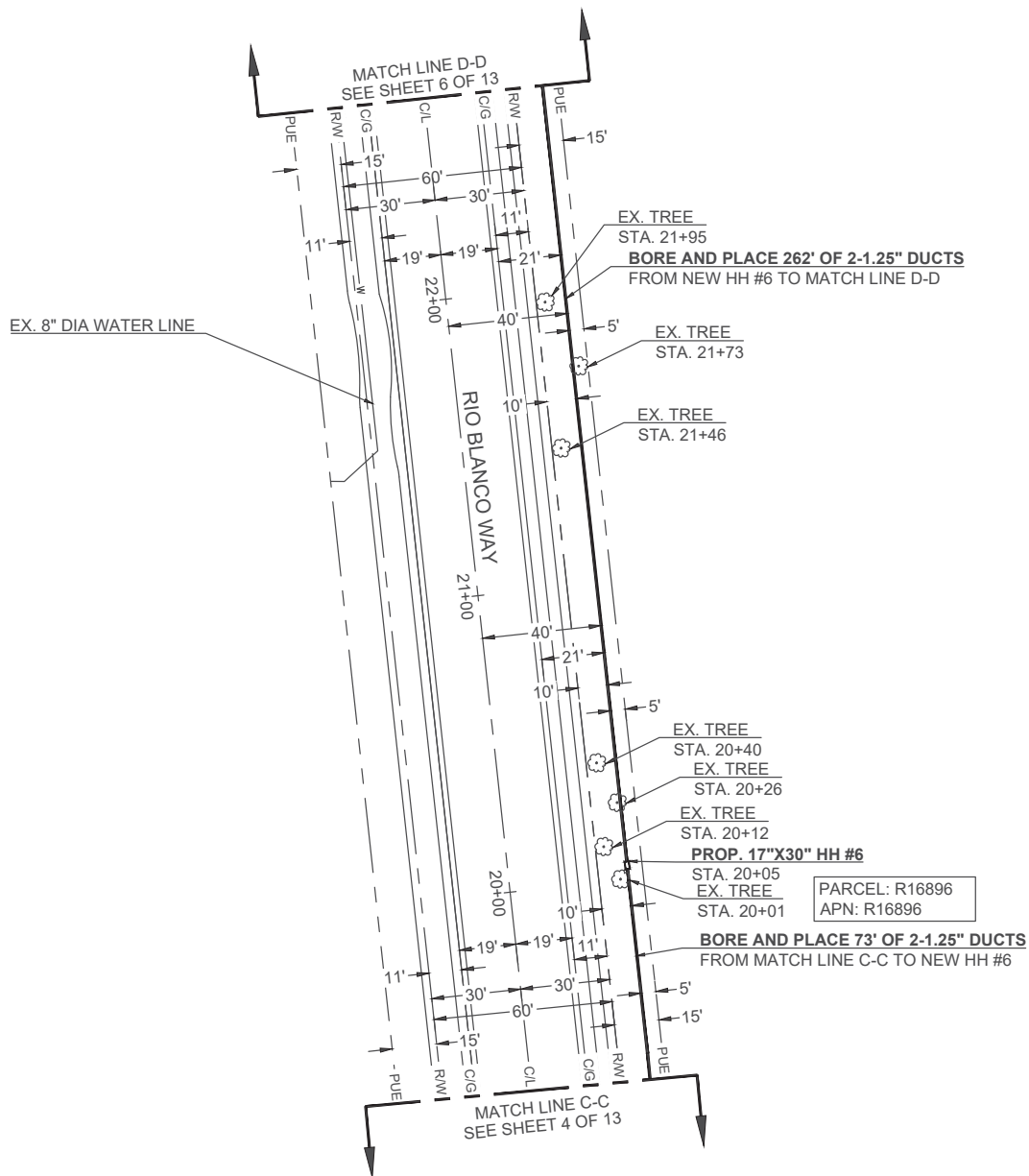
Know what's below.
Call before you dig.



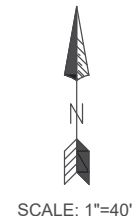
Frontier
COMMUNICATIONS

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FTR INSPECTOR: JAMES WEST (972) 578-3224

Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR., STE 400 SAN DIEGO, CA 92108
DRAWN BY: CHC CONSULTING
EST. #:
SHEET#: 4 OF 13



Know what's below.
 Call before you dig.



SCALE: 1"=40'

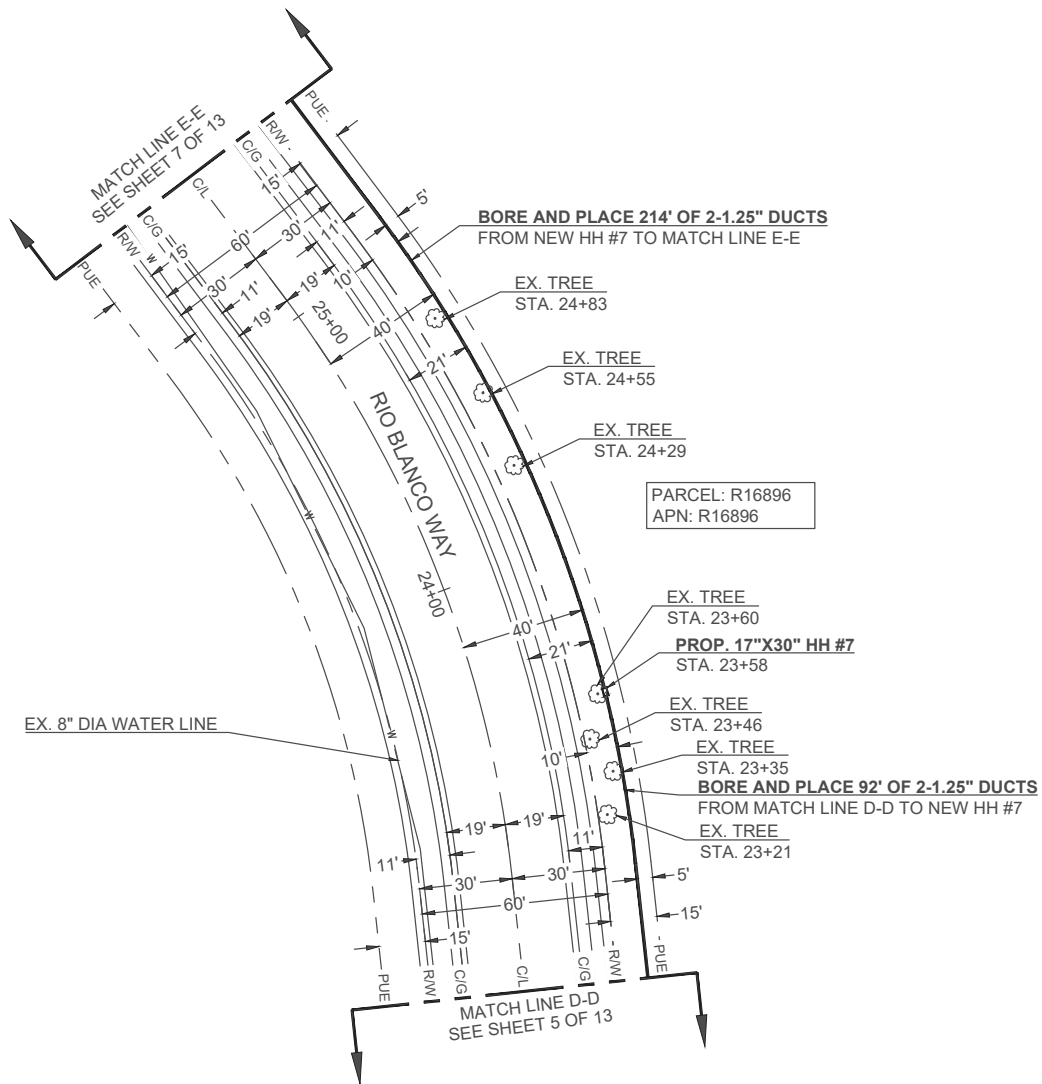
Frontier
 COMMUNICATIONS

JOB ID: 5285547 DATE: 09/02/2022
 TITLE: 909 COLD RIVER RUN
 STREET ADDRESS: 909 COLD RIVER RUN
 CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
 FTR ENGINEER: CORY RIGGS (310) 210-9882
 FTR INSPECTOR: JAMES WEST (972) 578-3224

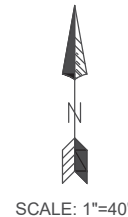
CHC CONSULTING
 ENGINEERED BY:
 CHC CONSULTING, LLC
 9095 RIO SAN DIEGO DR, STE 400
 SAN DIEGO, CA 92108

DRAWN BY:
 CHC CONSULTING
 EST. #:

SHEET#:
 5 OF 13



Know what's below.
Call before you dig.

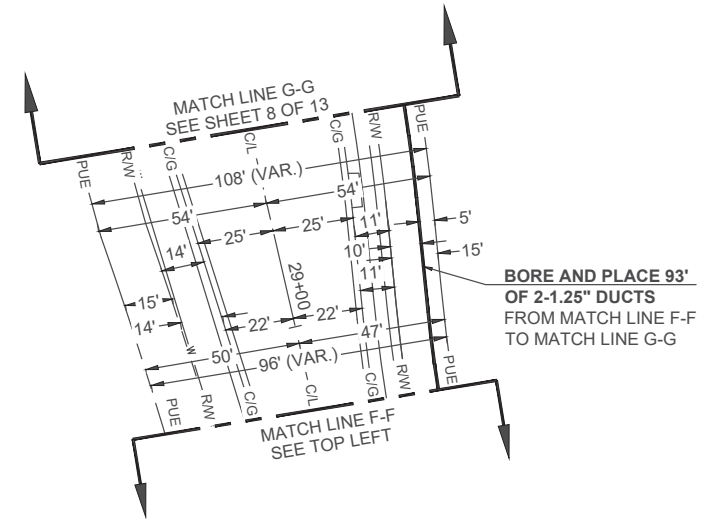
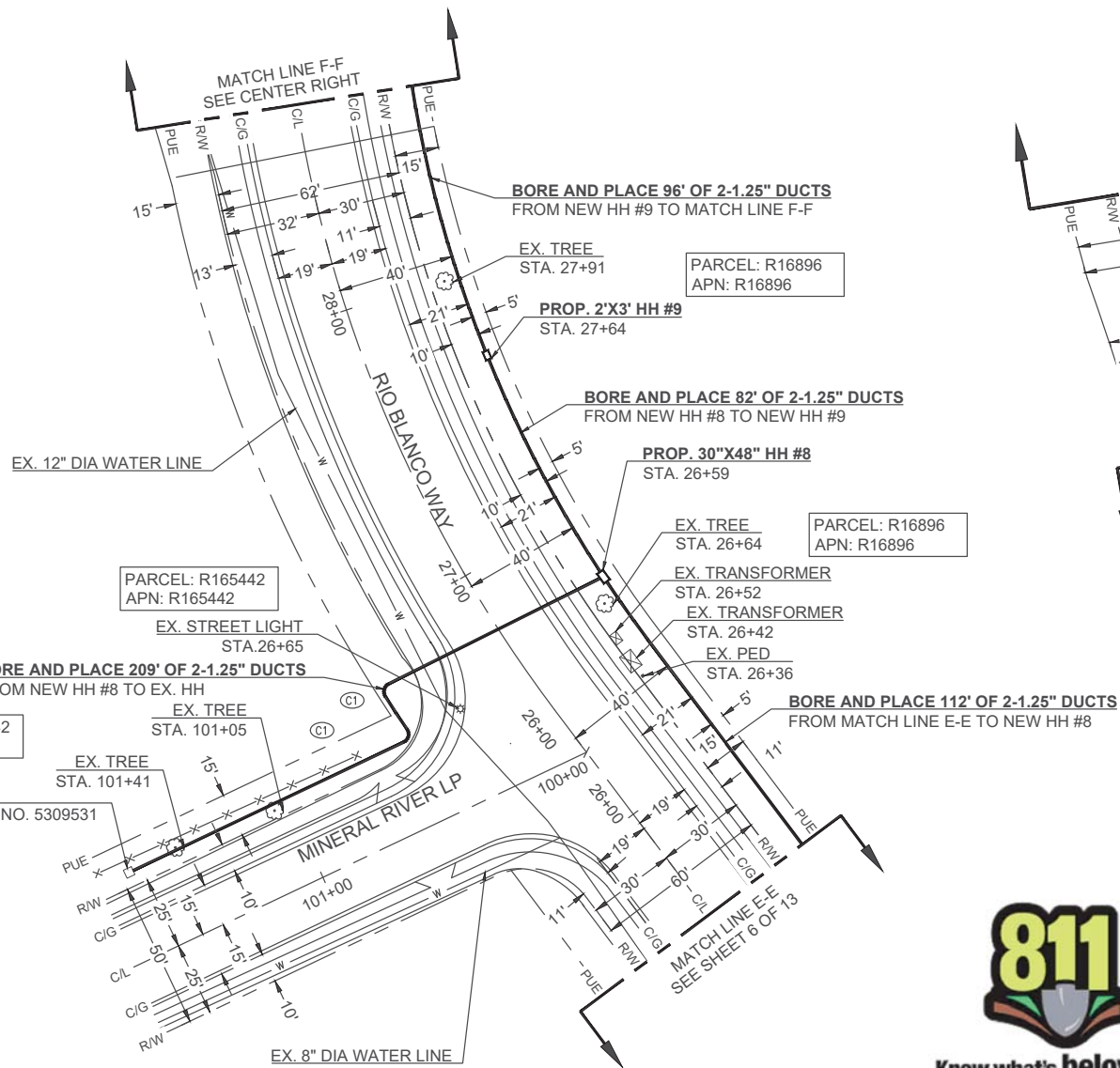


SCALE: 1"=40'

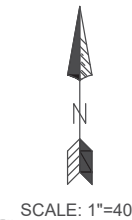
Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
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STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 6 OF 13

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	96°



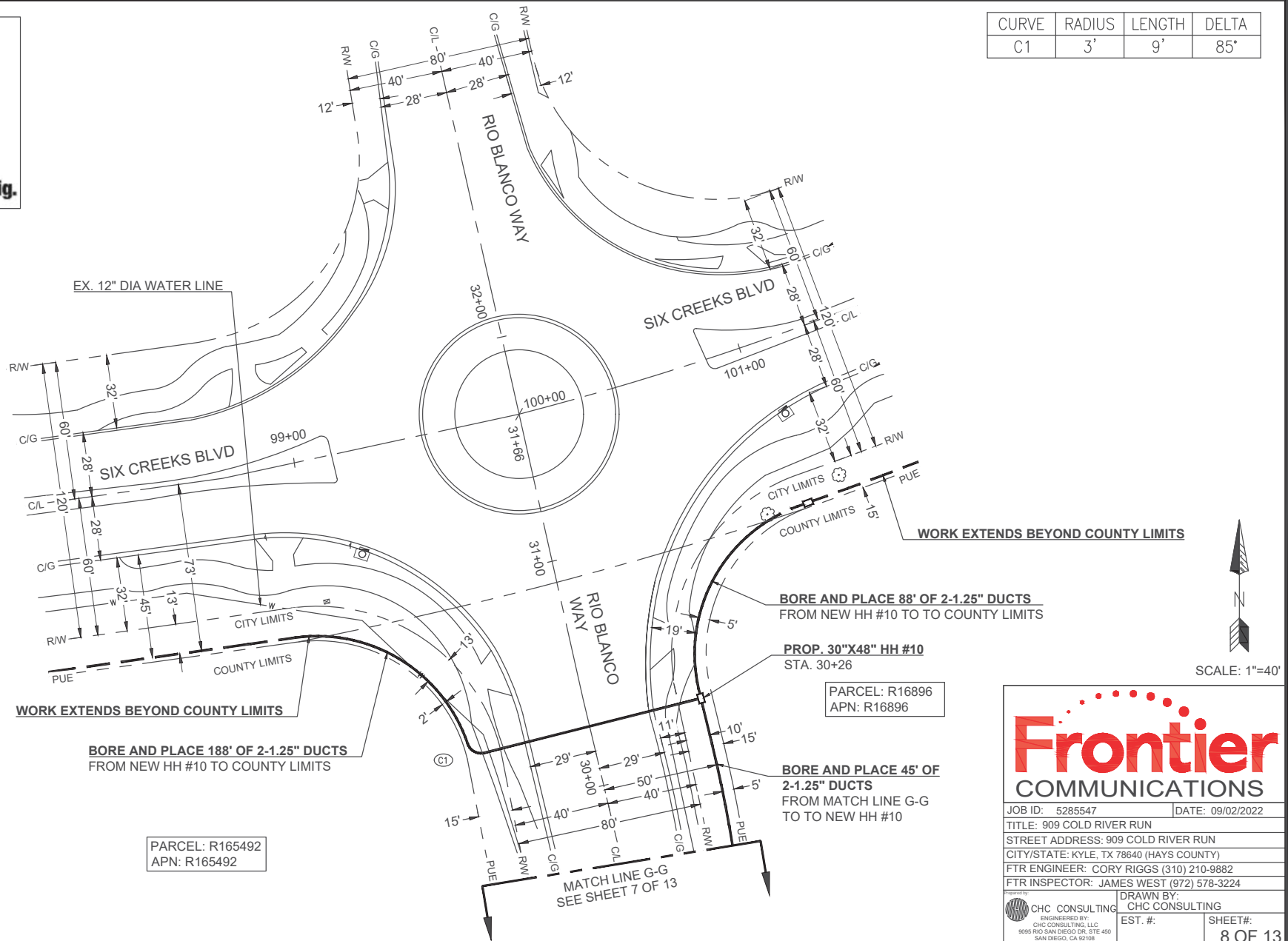
**Know what's below.
Call before you dig.**



		JOB ID: 5285547		DATE: 09/02/2022
		TITLE: 909 COLD RIVER RUN		
		STREET ADDRESS: 909 COLD RIVER RUN		
		CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)		
		FTR ENGINEER: CORY RIGGS (310) 210-9882		
		FTR INSPECTOR: JAMES WEST (972) 578-3224		
	DRAWN BY:	CHC CONSULTING		
	EST. #:	SHEET#: 7 OF 13		



Know what's below.
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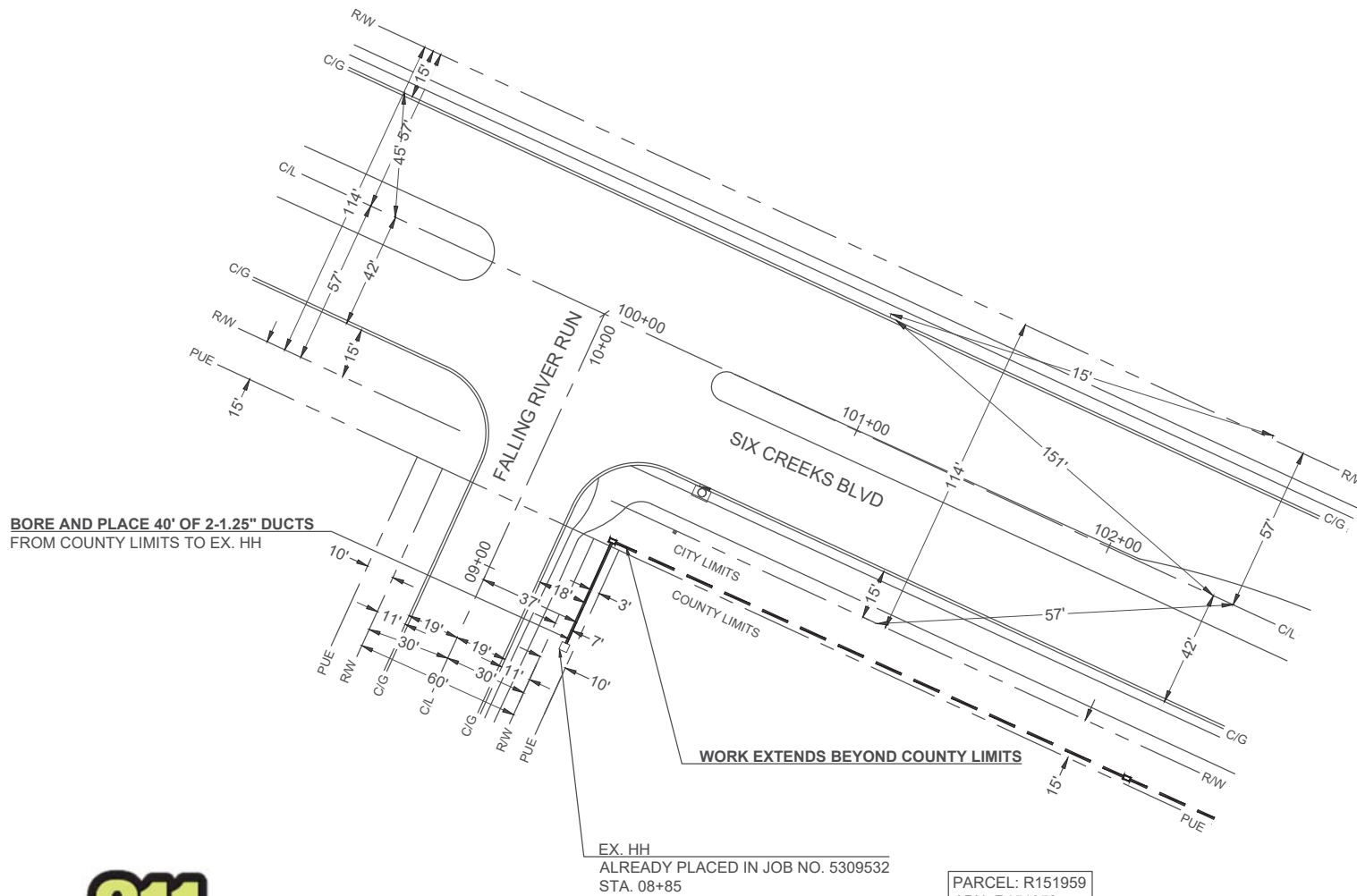


CURVE	RADIUS	LENGTH	DELTA
C1	3'	9'	85°

Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 8 OF 13

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



SCALE: 1"=40'

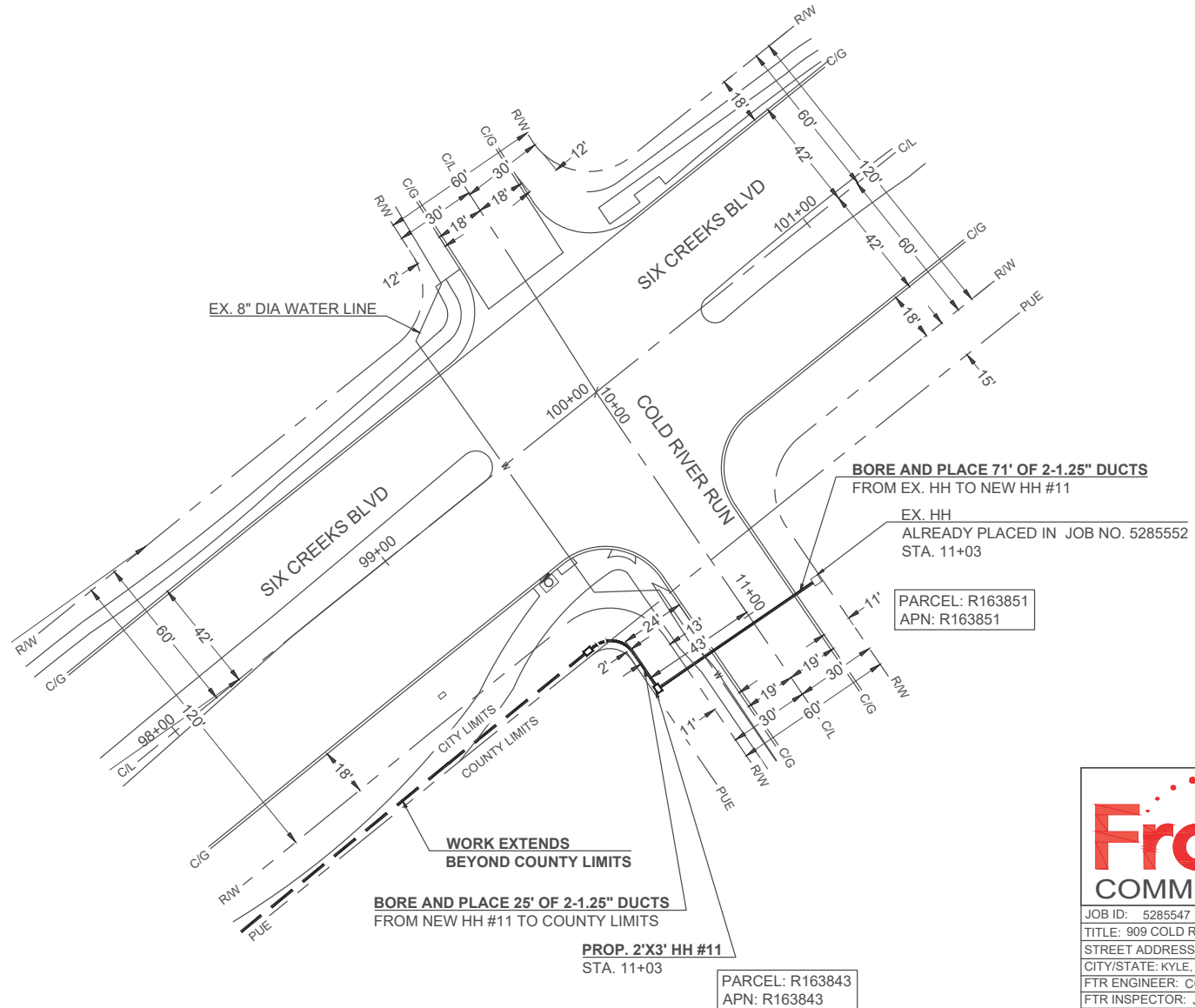


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STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#:



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

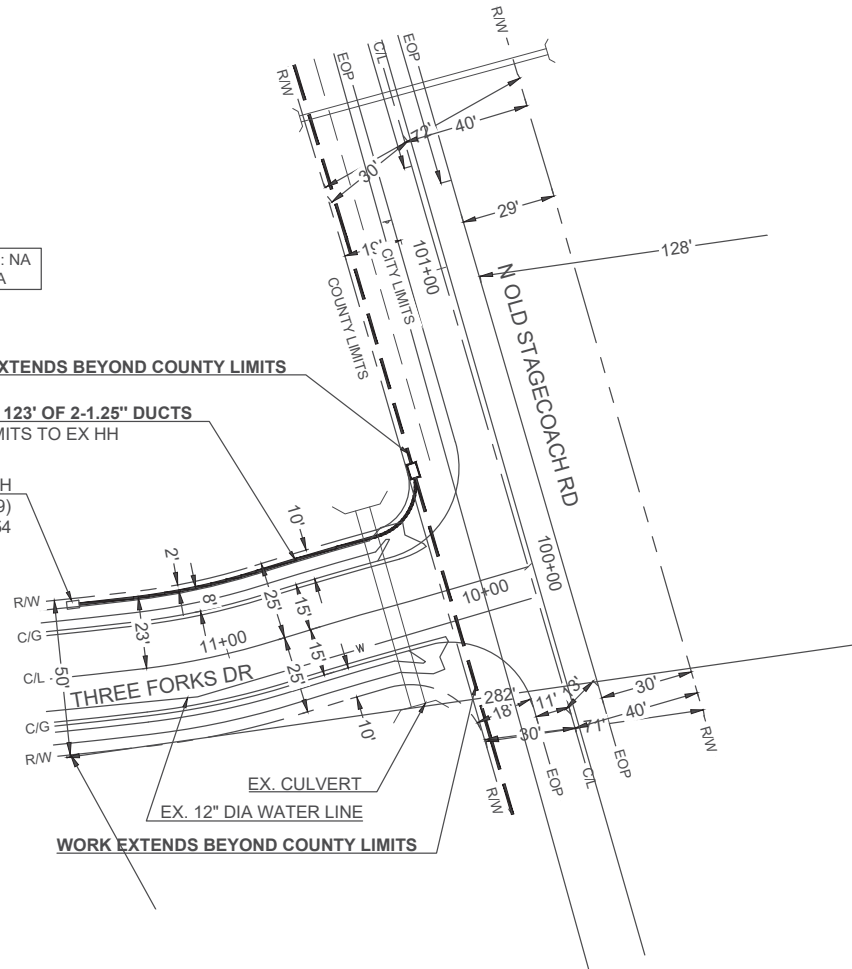
JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 10OF 13

PARCEL: NA
APN: NA

WORK EXTENDS BEYOND COUNTY LIMITS

BORE AND PLACE 123' OF 2-1.25" DUCTS
FROM COUNTY LIMITS TO EX HH

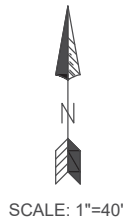
EX. HH
(ALREADY REQUESTED IN JOB 5309529)
STA. 11+54



WORK EXTENDS BEYOND COUNTY LIMITS



Know what's below.
Call before you dig.



SCALE: 1"=40'

JOB ID: 5285547		DATE: 09/02/2022	
TITLE: 909 COLD RIVER RUN			
STREET ADDRESS: 909 COLD RIVER RUN			
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)			
FTR ENGINEER: CORY RIGGS (310) 210-9882			
FTR INSPECTOR: JAMES WEST (972) 578-3224			
CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>		DRAWN BY: CHC CONSULTING EST. #: 	
		SHEET#: 11 OF 13	

PARCEL: R166474
APN: R166474

PARCEL: R168666
APN: R168666

BORE AND PLACE 218' OF 1-1.25" DUCT
FROM COUNTY LIMITS TO EX HH

WORK EXTENDS BEYOND COUNTY LIMITS

EX. CATCH BASIN WITH MH
STA. 10+79

EX. DRIVEWAY

CYPRESS FOREST DR

EX. DRIVEWAY

EX. 8" DIA WATER LINE

WORK EXTENDS BEYOND COUNTY LIMITS

EX. DRIVEWAY

EX. 12" DIA WATER LINE

CONDALIA DR

N OLD STAGECOACH RD

EX. HH
(ALREADY REQUESTED IN JOB 5285551)
STA. 12+45



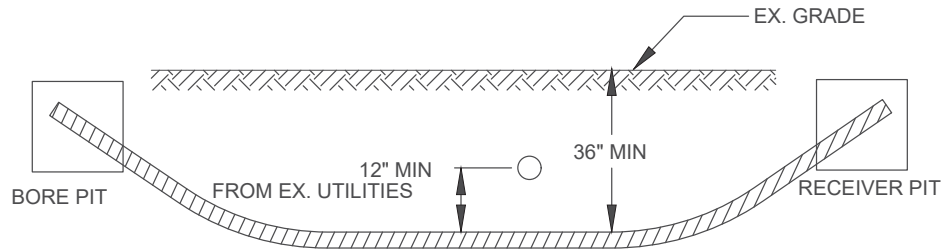
**Know what's below.
Call before you dig.**



SCALE: 1"=40'

JOB ID: 5285547		DATE: 09/02/2022	
TITLE: 909 COLD RIVER RUN			
STREET ADDRESS: 909 COLD RIVER RUN			
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FTR ENGINEER: CORY RIGGS (310) 210-9882			
FTR INSPECTOR: JAMES WEST (972) 578-3224			
CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>		DRAWN BY: CHC CONSULTING	
		EST. #:	
		SHEET#:	
		12 OF 13	

MINIMUM STANDARDS FOR DIRECTIONAL BORING

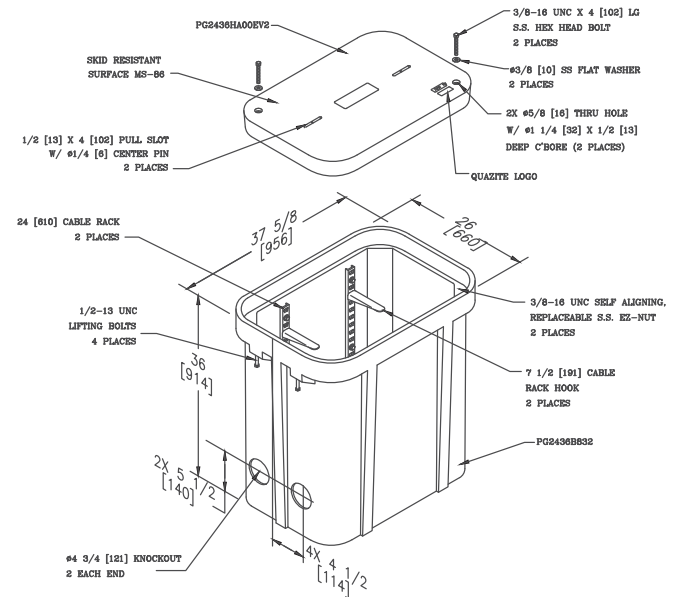


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

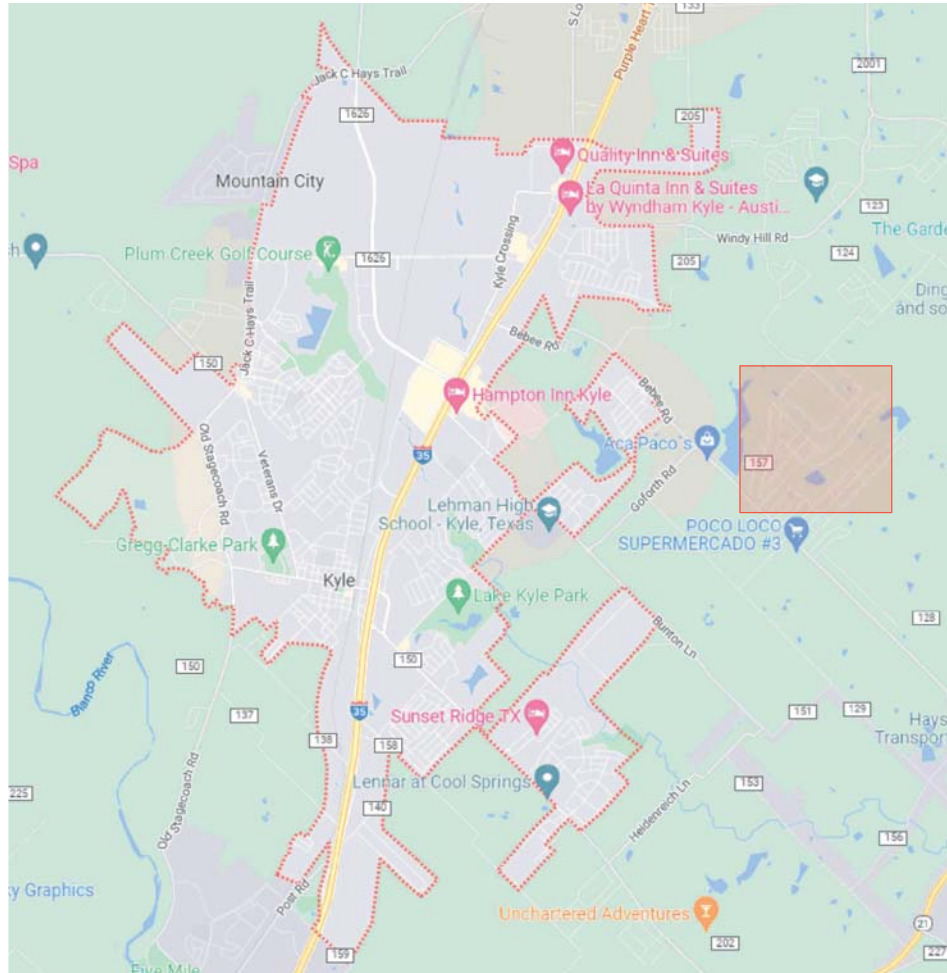
SCALE
N.T.S.

2

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p> <p>EST. #:</p> <p>SHEET#:</p>

CONDUIT DESIGN

FTTH H3011



KYLE CITY VICINITY MAP

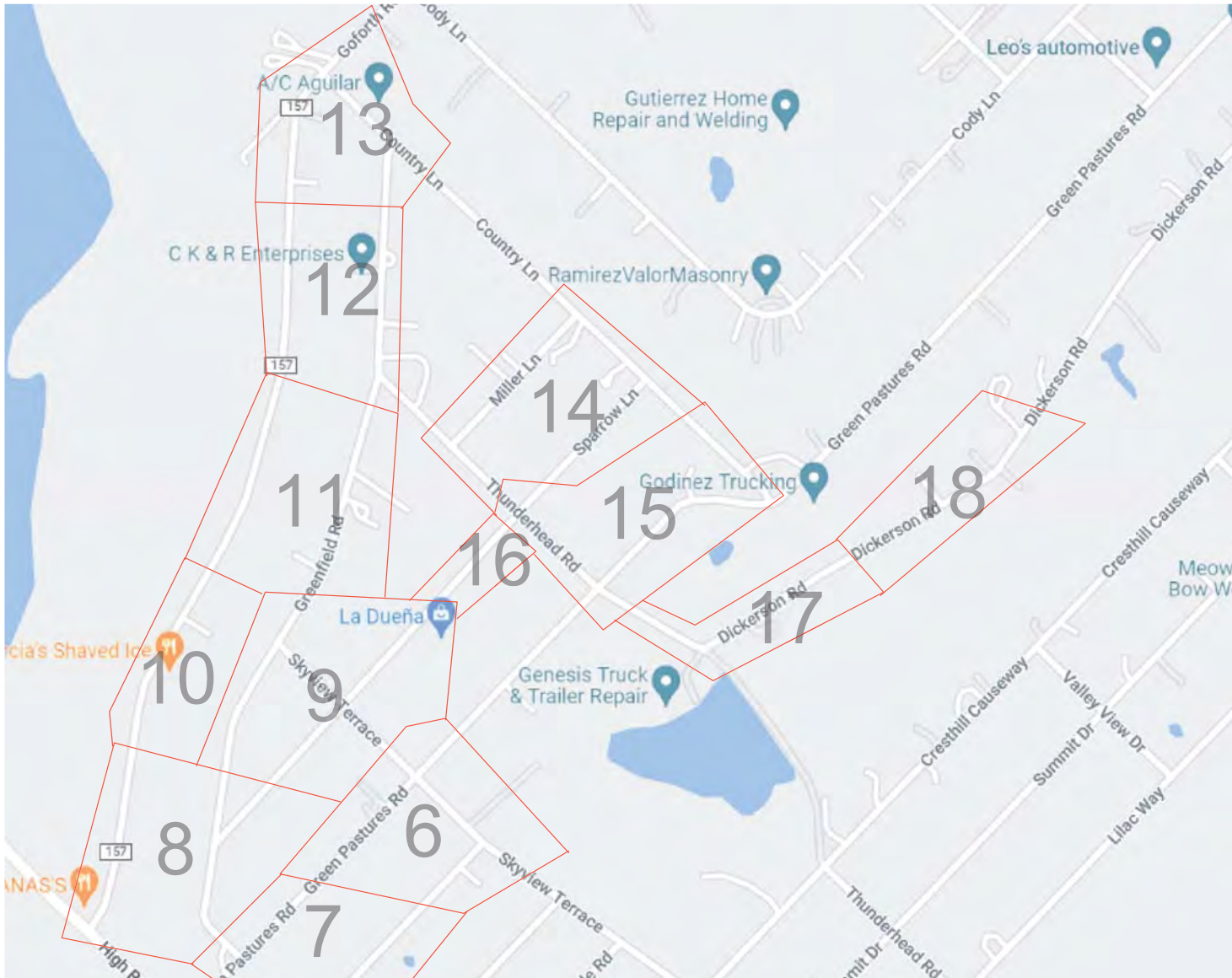
- KYLE CITY LIMITS
- PROPOSED WORK LOCATION

PROJECT TOTALS

<u>PICKUP POINT:</u>	FRONTIER FEEDER
<u>PATH LENGTH:</u>	2" BORE FOR 8,441'
<u>MATERIALS:</u>	<ul style="list-style-type: none"> - 8,441' OF 1.25" HDPE - (19) 17"x30" HANDHOLES - (14) 30"x48" HANDHOLES - (2) 2"x3" HANDHOLES - (1) 3"x3" HANDHOLE - (11) 11"x11"x13" FLOWERPOTS
<u>SHEET INDEX</u>	<ul style="list-style-type: none"> - 1 CVR-COVER - 2 PLAN - 3-4 GENERAL NOTES - CONTACT SHEET - 1-13 CONDUIT DESIGN - DTL-DETAIL SHEETS



		
JOB ID: 5312643 H3011		DATE: 11/28/22
TITLE: CONDUIT DESIGN		
STREET ADDRESS:		
CITY/STATE: KYLE, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR:		
	DRAWN BY:	
	EST. #:	SHEET #:
		CVR



VICINITY MAP- SHEET LAYOUT

PROPOSED WORK LOCATIONS

SHEET 6: -Green Pastures Rd. -Skyview Terrace -Willow Terrace	SHEET 17: -Thunderhead Rd. -Dickerson Rd.
SHEET 7: -Greenfield Rd. -Green Pastures Rd. -Willow Terrace	SHEET 18: -Dickerson Rd.
SHEET 8: -Goforth Rd. -Greenfield Rd. -Sparrow Ln.	
SHEET 9: -Greenfield Rd. -Skyview Terrace -Sparrow Ln.	
SHEET 10: -Goforth Rd.	
SHEET 11: -Goforth Rd. -Greenfield Rd.	
SHEET 12: -Goforth Rd. -Greenfield Rd. -Thunderhead Rd.	
SHEET 13: -Goforth Rd. -Greenfield Rd. -Country Ln.	
SHEET 14: -Miller Ln. -Sparrow Ln. -Thunderhead Rd. -Country Ln.	
SHEET 15: -Green Pastures Rd. -Sparrow Ln. -Thunderhead Rd. -Country Ln.	
SHEET 16: -Sparrow Ln.	



JOB ID: 5312643 H3011 DATE: 11/28/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

DRAWN BY: XXX

EST. #:

SHEET #:
PLAN SHEET



GENERAL NOTES

FRONTIER COMMUNICATIONS













CONSTRUCTION SPECIFICATIONS

- Contact Frontier Engineer sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
- FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
- CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
- All conduit risers bends to have a minimum thirty-six (36) inch radius.
- All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
- All conduit must be proven using a mandrel no less than 1/2" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
- Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
- Contact MTCS 909-798-4400 at the inspection office for coordination of inspection
- Place temporary conduit cap on end of all conduits terminated outside of a building.
- Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
- Place temporary conduit caps on all exposed conduit ends at end of each work day.
- Minimum separation from other utilities shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty (30") inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48") of cover to top of pipe measured at flow line of roadway.
- Frontier will not install cables not contained in conduit.
- Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN 3/8" THICK.
- Provide cable racking and pulling irons as described in attachments.
- Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
- Manholes to be adjusted to final grade as shown on the approved grading plan.
- Actual footages of conduit are needed to order materials.

GENERAL NOTES CONTINUED

GENERAL NOTES :

1. ALL INSTALLATION WILL BE DONE SO BY DIRECTIONAL BORE ONLY AND NO UNNECESSARY PAVE CUTS WILL BE MADE.
2. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS.
3. ALL PROPOSED FACILITIES SHALL BE PLACED OUTSIDE EDGE OF PAVEMENT.
4. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W), UNLESS STATED OTHERWISE.
5. ALL PARALLEL DUCT WILL REMAIN DISTANCE OF 3FT OR GREATER FROM PRE-EXISTING UTILITIES.
6. ALL UTILITY MEASUREMENTS WILL BE RECORDED AS DISTANCE FROM EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.

LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

CONTACTS

NORTH TEXAS

SR MANAGER: STEPHEN HIGGINS

COORDINATOR: GREG HAMMONS (BLUESTREAK, ERVIN CABLE, FUTURE)
CMIII: CORY WEAVER (FUTURE)

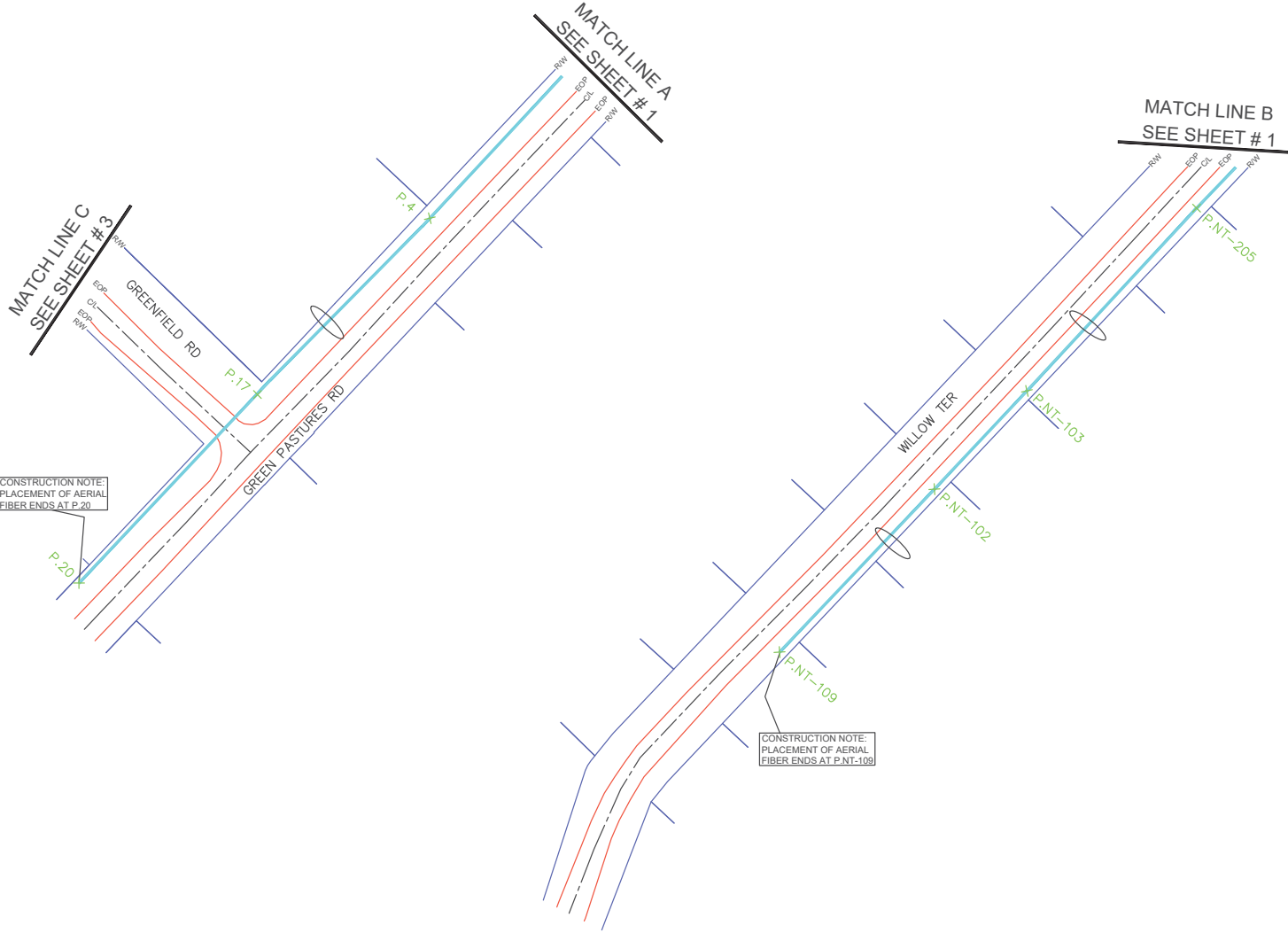
SOUTH TEXAS

SR MANAGER: ANDY CRENSHAW

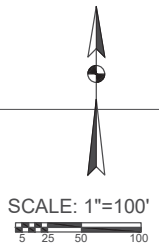
COORDINATOR: JOSH MAY (HOUSLEY-COLLEGE STATION, BRYAN; SDT-AUSTIN; FUTURE-AUSTIN) **(979) 402-7446**
CMIII: JOSEPH JARMUSCH, **(956) 328-6644**

COORDINATOR: STEVE CORTESE (HOUSLEY-SAN ANGELO, BROWNWOOD)
CMIII: MARKUS WATSON

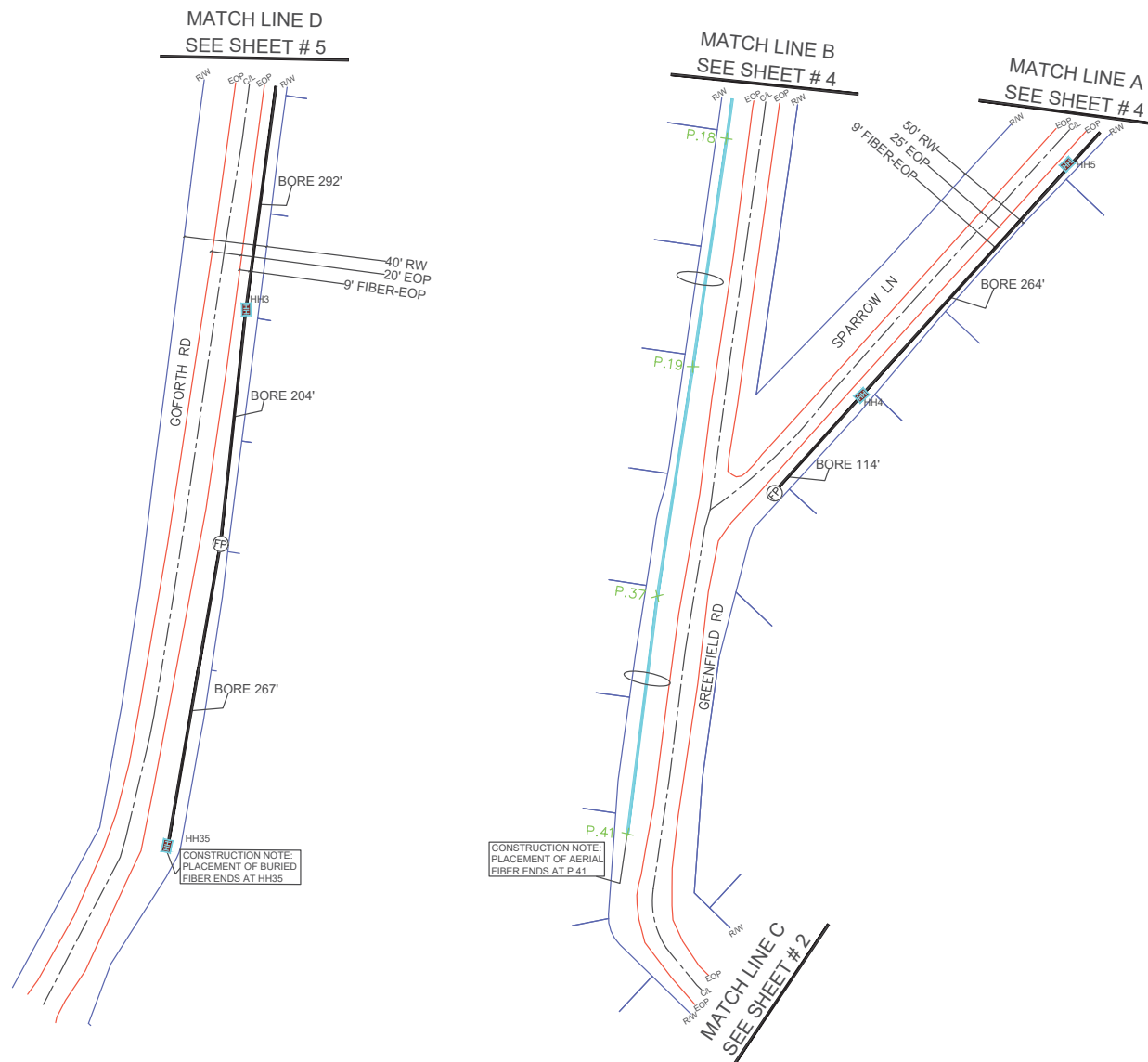
COORDINATOR: EDWARD WILLIAMS (FUTURE-GULF; HP-GULF; SDT-GULF; HOUSLEY-VALLEY)
CMIII: BRADLEY CONNER



LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	



Frontier COMMUNICATIONS	
JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM, INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 7. CONDUIT 2	



LEGEND

RIGHT OF WAY (RW)	_____
NEW CONDUIT (F)	_____
PRE-EXISTING UNDERGROUND (UG)	-----
AERIAL CABLE	_____
EDGE OF PAVEMENT (EOP)	_____
CENTERLINE (C/L)	-----
WATER (W)	_____ W
SEWER (S)	_____ S
EXISTING POLE (P.X)	X
NEW FLOWERPOT	⊙
NEW HANDHOLE	⊞
WORK HUB	⊕

AT HANDHOLE LOCATION 3-5, 35:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE

AT FLOWERPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWERPOT

Frontier
COMMUNICATIONS

JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
<p>LUCK GROVE TELECOM, INC.</p>	DRAWN BY: XXX EST. #: SHEET #: 8. CONDUIT 3

SCALE: 1"=100'

LEGEND

RIGHT OF WAY (R/W) _____

NEW CONDUIT (F) _____

PRE-EXISTING UNDERGROUND (UG) _____

AERIAL CABLE _____

EDGE OF PAVEMENT (EOP) _____

CENTERLINE (C/L) _____

WATER (W) _____ W _____

SEWER (S) _____ S _____

EXISTING POLE (P.X) _____ X _____

NEW FLOWERPOT _____ (FF) _____

NEW HANDHOLE _____ (HH) _____

WORK HUB _____ (WH) _____


AT HANDHOLE LOCATION 6-9: DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

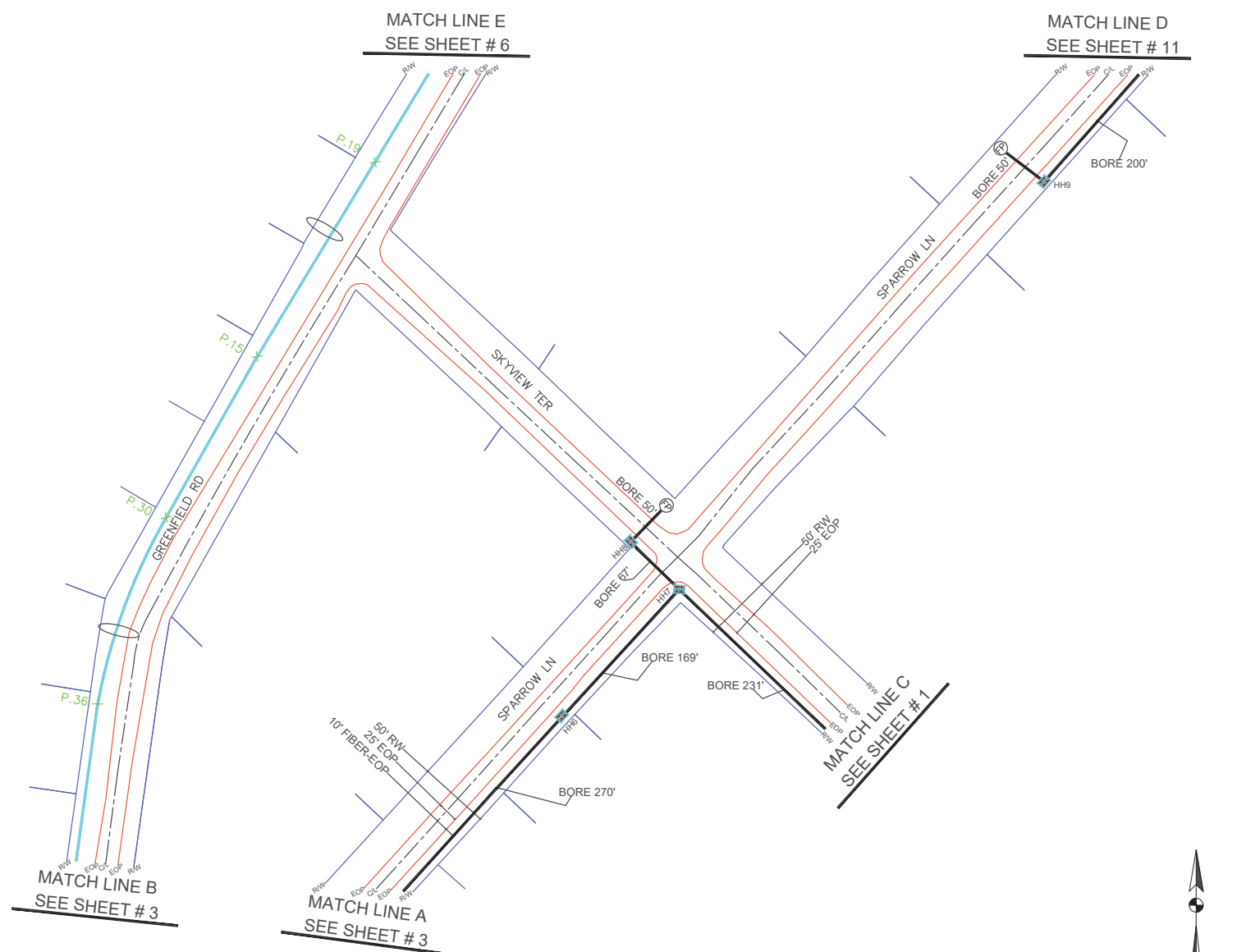


Frontier
COMMUNICATIONS

JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	
EST. #:	SHEET #: 9. CONDUIT 4



LUCK GROVE
TELECOM INC.



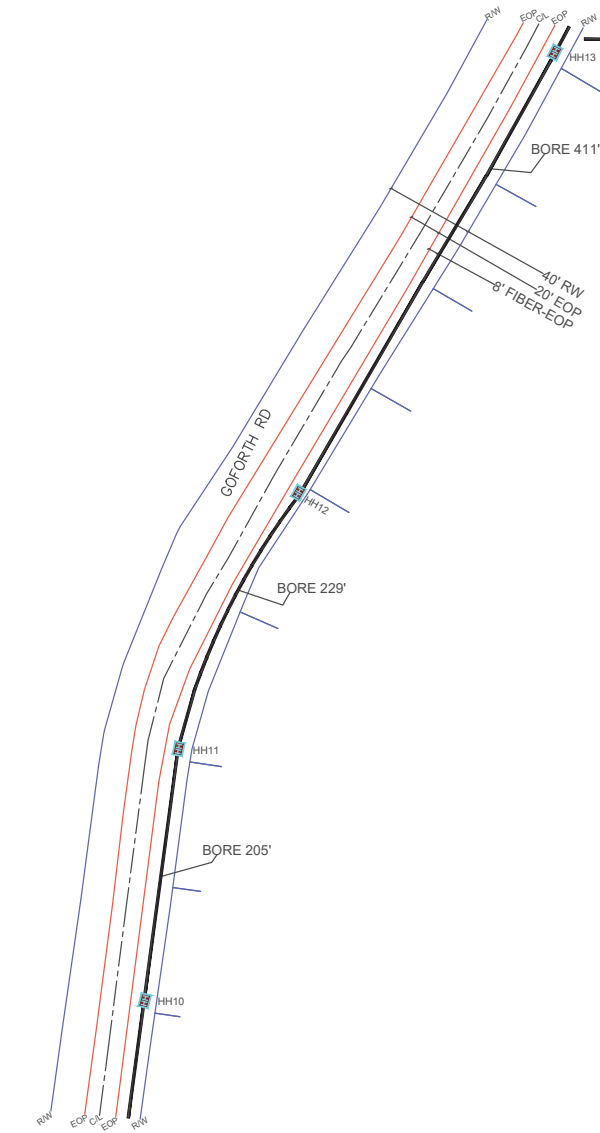
SCALE: 1"=100'





MATCH LINE D
SEE SHEET # 3

MATCH LINE A
SEE SHEET # 6



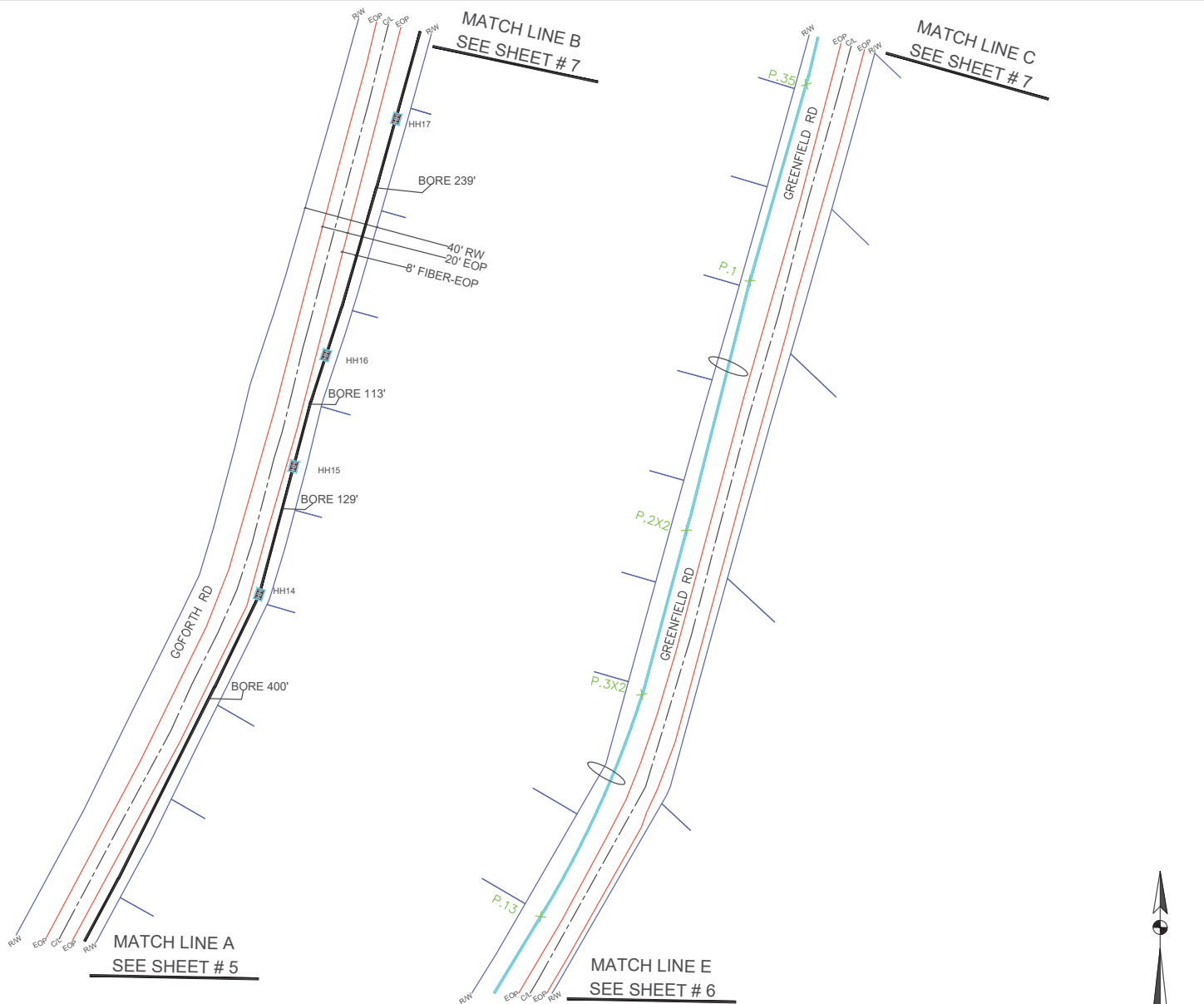
LEGEND	
RIGHT OF WAY (RW)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 10-11:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE

AT HANDHOLE LOCATION 12-13:
DIG BORE PIT, PLACE 30"x48"
HANDHOLE

SCALE: 1"=100'

JOB ID: 5312643 H3011		DATE: 11/28/22
TITLE: CONDUIT DESIGN		
STREET ADDRESS:		
CITY/STATE: KYLE, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR:		
		DRAWN BY: XXX
EST. #:		SHEET #: 10. CONDUIT 5



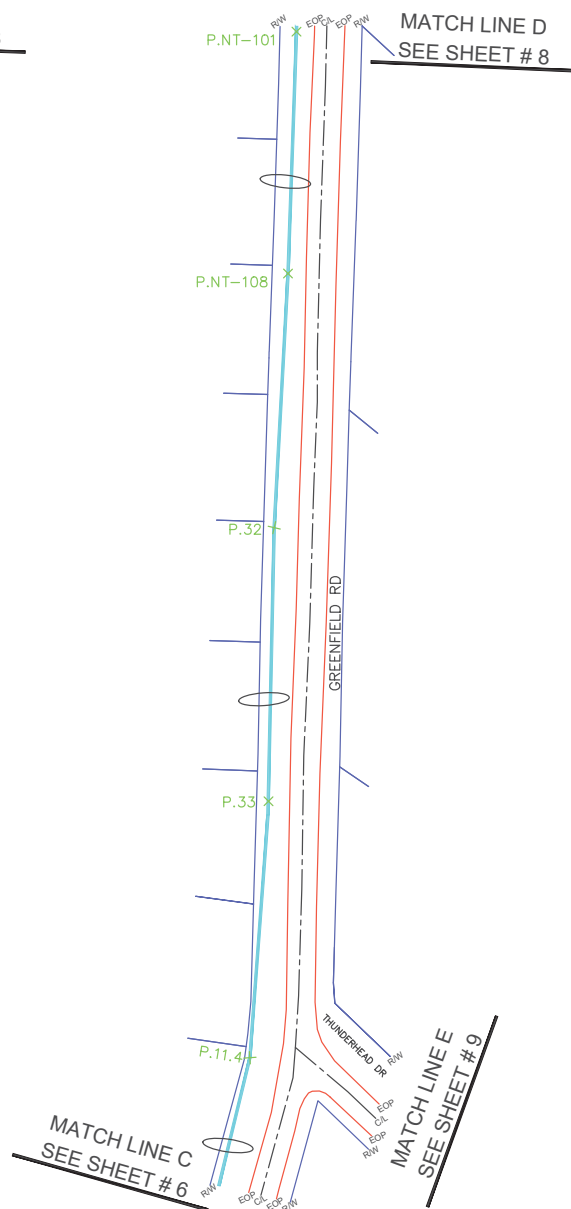
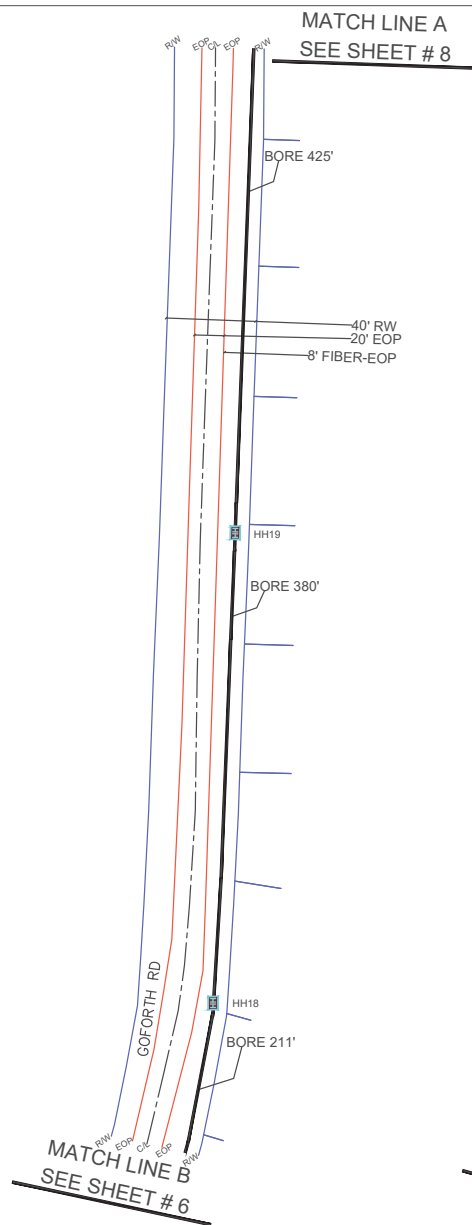
LEGEND	
RIGHT OF WAY (RW)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 14-17:
DIG BORE PIT, PLACE 30"x48"
HANDHOLE



SCALE: 1"=100'
5 25 50 100

Frontier COMMUNICATIONS	
JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	SHEET #: 11. CONDUIT 6
EST. #:	



LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 18-19:
DIG BORE PIT, PLACE 30"x48"
HANDHOLE



SCALE: 1"=100'

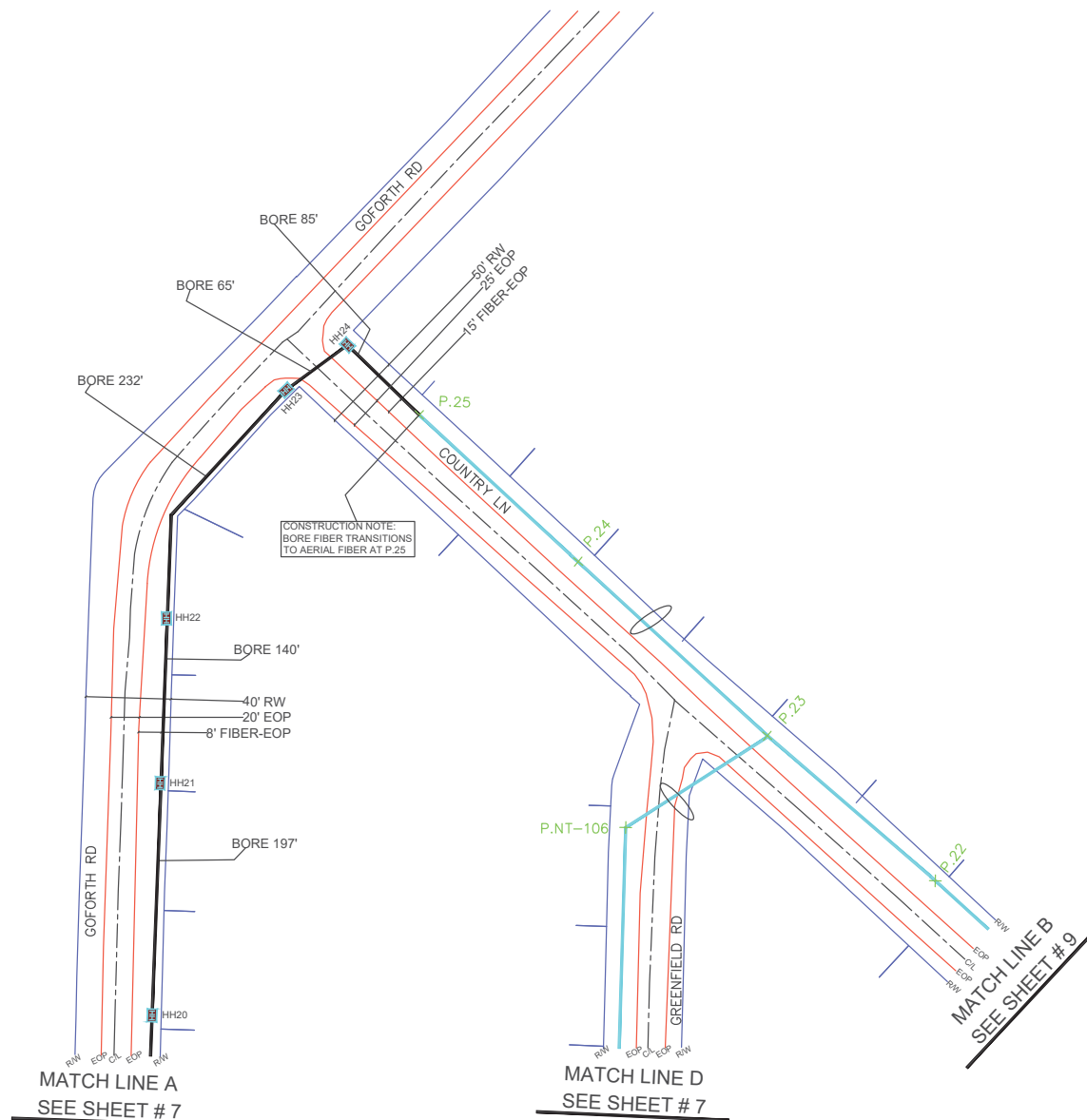
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JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	



DRAWN BY: XXX	SHEET #: 12. CONDUIT 7
EST. #:	



LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

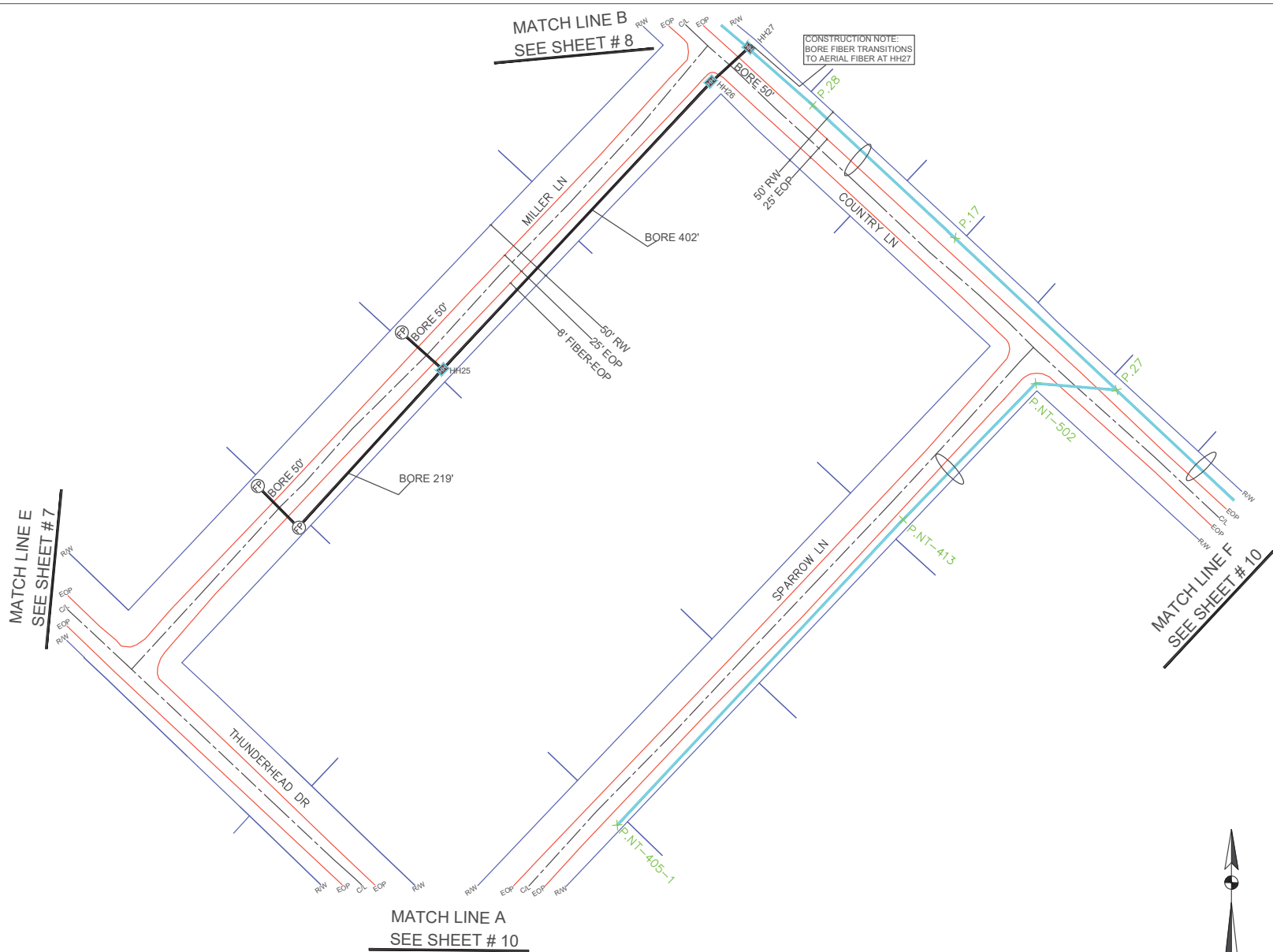
AT HANDHOLE LOCATION 20-24:
DIG BORE PIT, PLACE 30"x48"
HANDHOLE



SCALE: 1"=100'
0 25 50 100



Frontier COMMUNICATIONS	
JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	SHEET #: 13. CONDUIT 8
EST. #:	



LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 25-27:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE

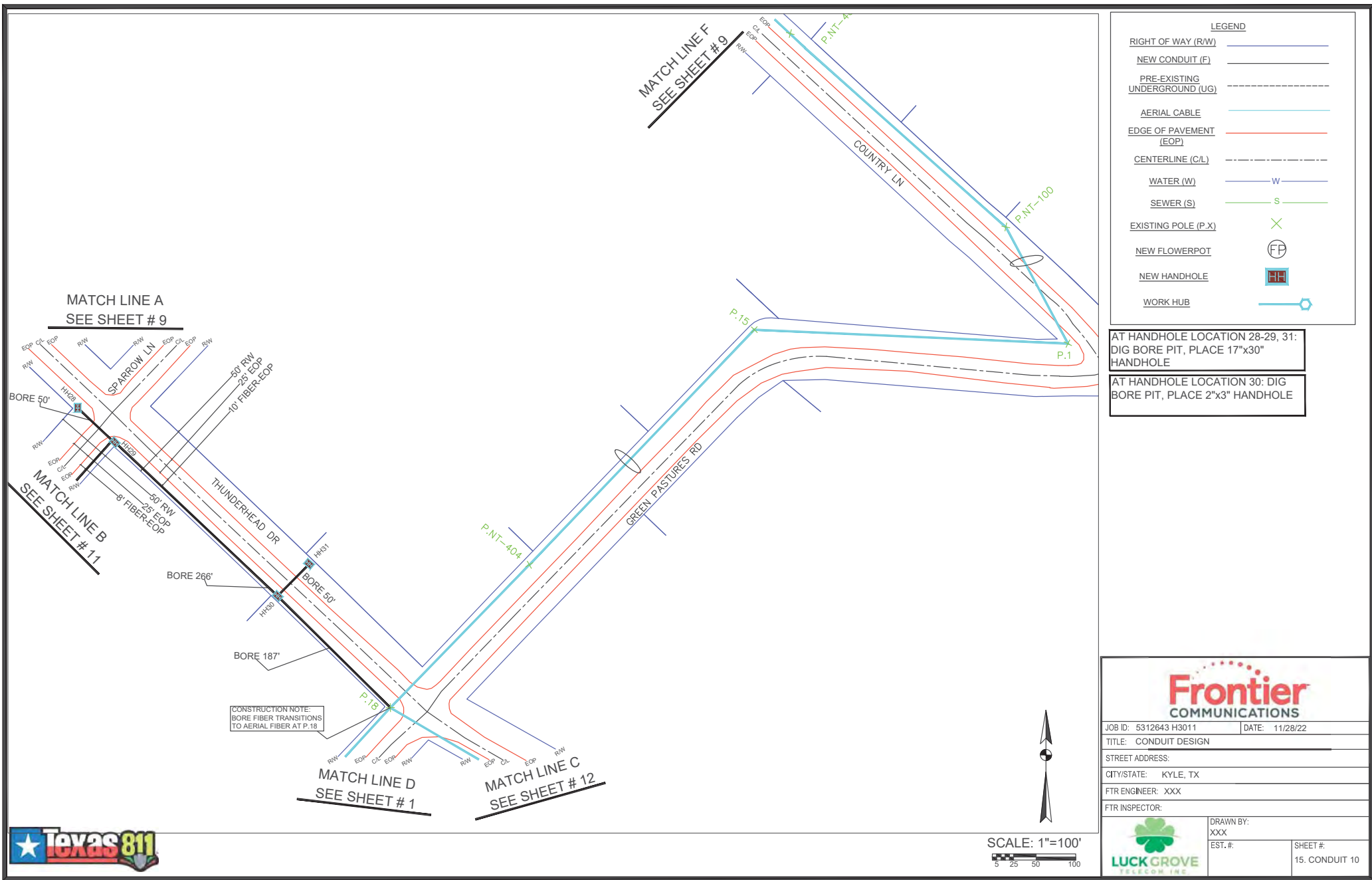
AT FLOWERPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWERPOT

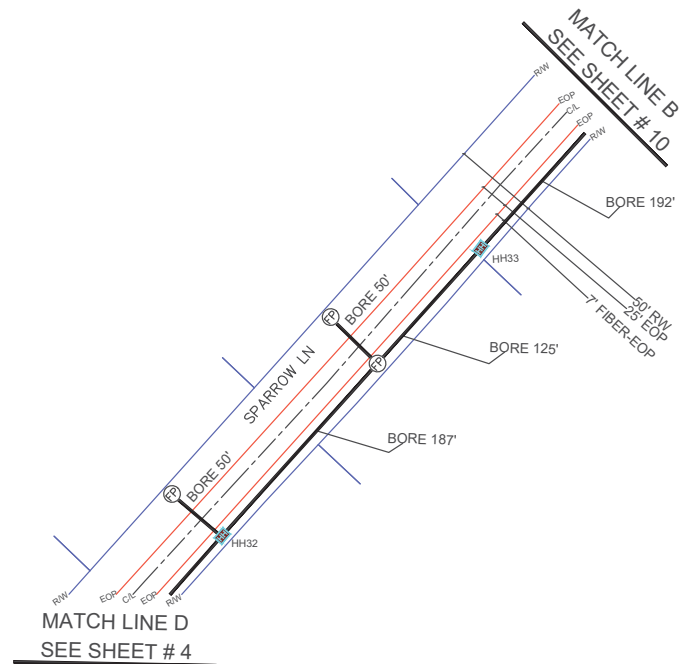


SCALE: 1"=100'
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JOB ID: 5312643 H3011 DATE: 11/28/22
TITLE: CONDUIT DESIGN
STREET ADDRESS:
CITY/STATE: KYLE, TX
FTR ENGINEER: XXX
FTR INSPECTOR:

DRAWN BY:
XXX
EST. #:
SHEET #:
14. CONDUIT 9





LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 32-33:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE

AT FLOWERPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWERPOT



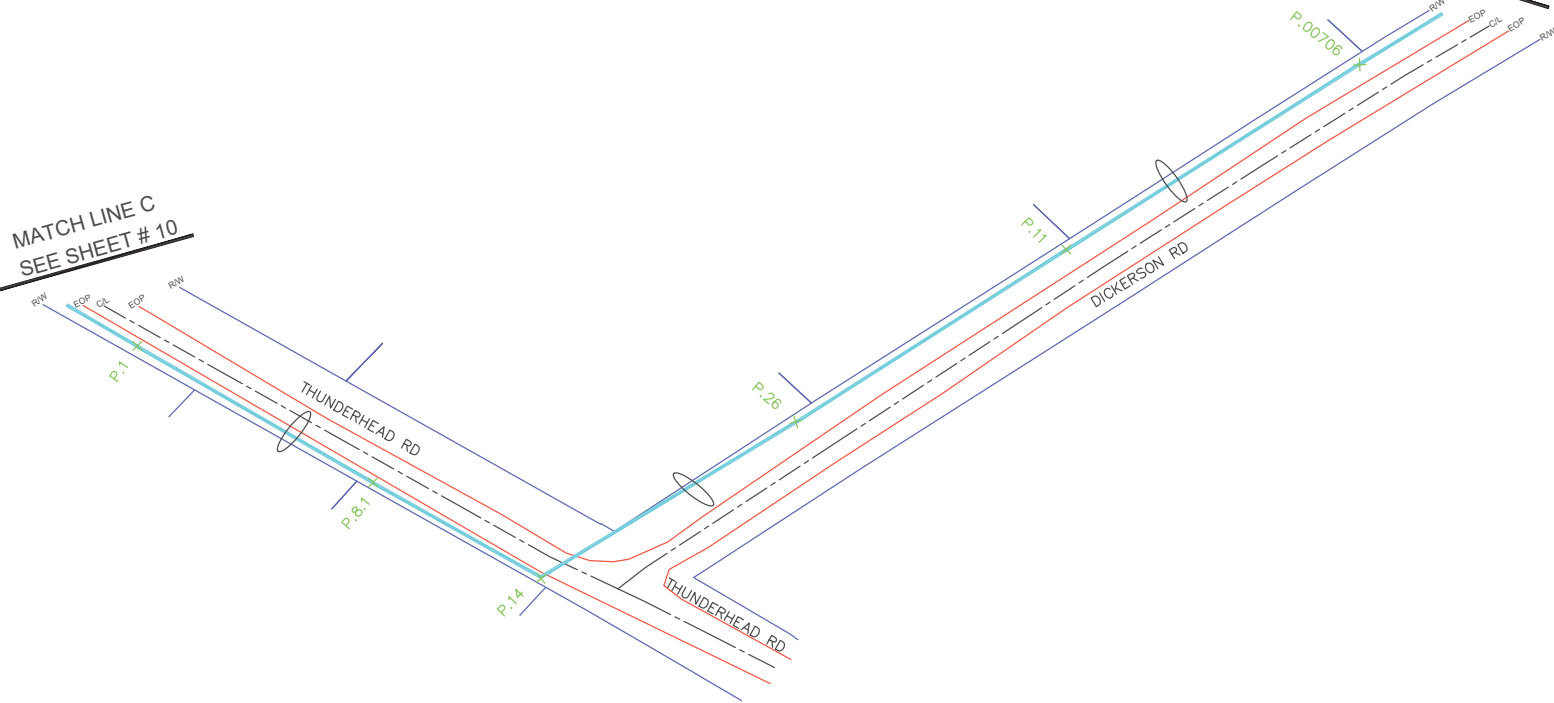
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Frontier COMMUNICATIONS	
JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
	EST. #:
SHEET #: 16. CONDUIT 11	

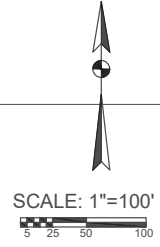
MATCH LINE C
SEE SHEET # 10

MATCH LINE A
SEE SHEET # 13

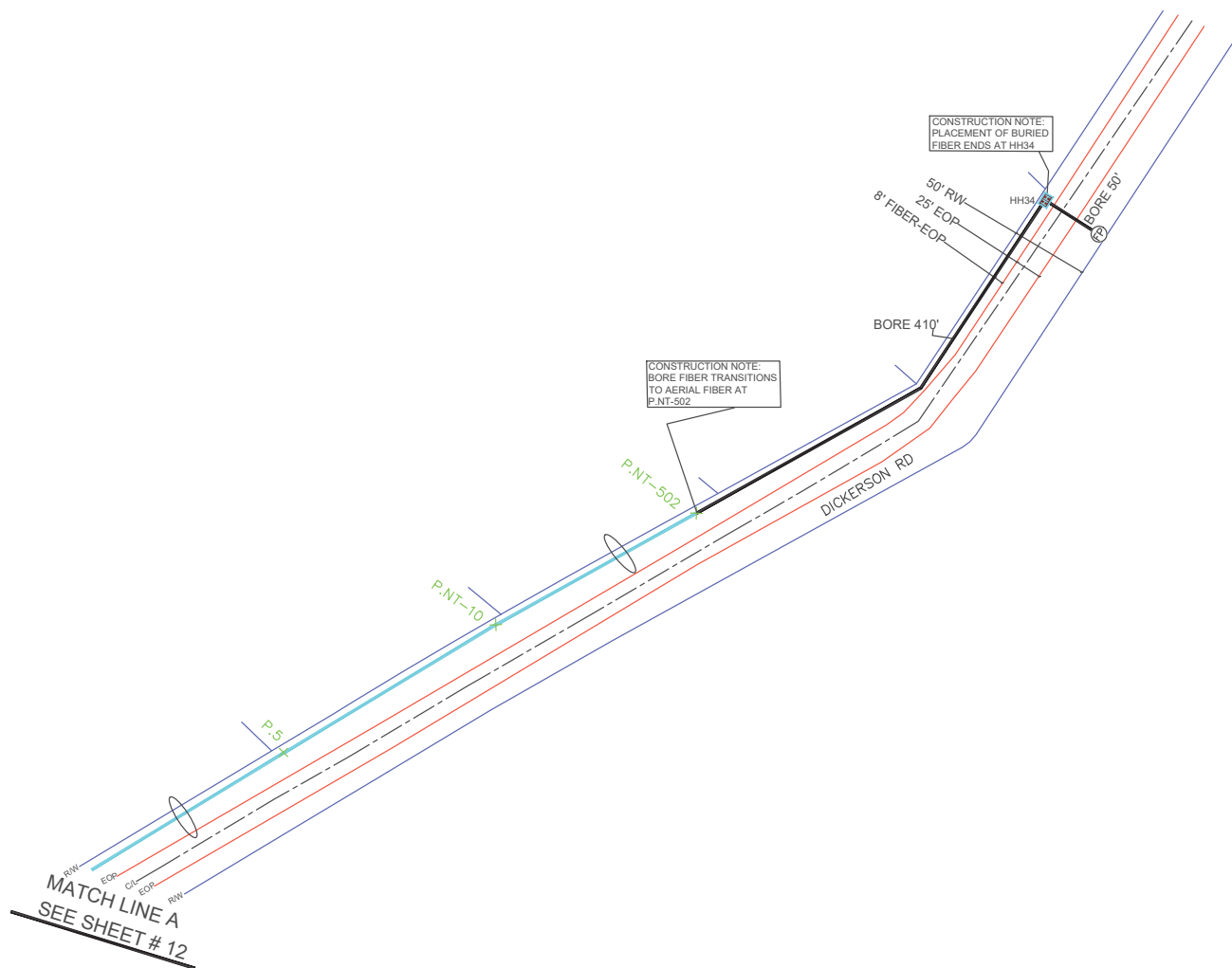


LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

JOB ID: 5312643 H3011		DATE: 11/28/22
TITLE: CONDUIT DESIGN		
STREET ADDRESS:		
CITY/STATE: KYLE, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR:		
		DRAWN BY: XXX
EST. #:		SHEET #: 17. CONDUIT 12



SCALE: 1"=100'



LEGEND	
RIGHT OF WAY (RW)	—
NEW CONDUIT (F)	—
PRE-EXISTING UNDERGROUND (UG)	- - -
AERIAL CABLE	—
EDGE OF PAVEMENT (EOP)	—
CENTERLINE (C/L)	- - -
WATER (W)	— W —
SEWER (S)	— S —
EXISTING POLE (P.X)	X
NEW FLOWERPOT	⊗
NEW HANDHOLE	⊞
WORK HUB	⊕

AT HANDHOLE LOCATION 34: DIG
BORE PIT, PLACE 17"x30"
HANDHOLE

AT FLOWERPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWERPOT



SCALE: 1"=100'

5 25 50 100

North Arrow

Frontier COMMUNICATIONS	
JOB ID: 5312643 H3011	DATE: 11/28/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	SHEET #: 18. CONDUIT 13

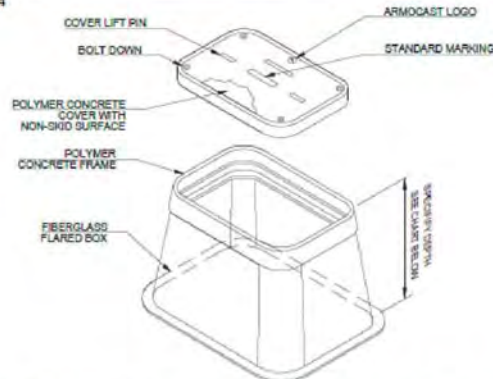
24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

FIBERGLASS

ARMORCAST PRODUCTS COMPANY

A6001974



24"W x 36"L FRP FLARED BOX ASSEMBLIES Specify Depth Below

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. PALLET WEIGHT	QTY.
Box & Cover Assembly	24" x 36" x 18"	10K	8	A6001974AX18	173 lbs.	5
Box & Cover Assembly	24" x 36" x 18"	20K	15	A6001974TAX18	242 lbs.	5
Box & Cover Assembly	24" x 36" x 24"	10K	8	A6001974AX24	174 lbs.	5
Box & Cover Assembly	24" x 36" x 24"	20K	15	A6001974TAX24	241 lbs.	5
Box & Cover Assembly	24" x 36" x 30"	10K	8	A6001974AX30	207 lbs.	5
Box & Cover Assembly	24" x 36" x 30"	20K	15	A6001974TAX30	276 lbs.	5
Box & Cover Assembly	24" x 36" x 36"	10K	8	A6001974AX36	210 lbs.	5
Box & Cover Assembly	24" x 36" x 36"	20K	15	A6001974TAX36	280 lbs.	5

COMPONENTS

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. PALLET WEIGHT	QTY.
Replacement Covers	24" x 36"	10K	8	A6001975	95 lbs.	20
Replacement Covers	24" x 36"	20K	15	A6001975T	157 lbs.	20
Replacement Boxes	24" x 36" x 18"	10K / 20K	8 / 15	A6001974X18	78 lbs.	5
Replacement Boxes	24" x 36" x 24"	10K / 20K	8 / 15	A6001974X24	79 lbs.	5
Replacement Boxes	24" x 36" x 30"	10K / 20K	8 / 15	A6001974X30	112 lbs.	5
Replacement Boxes	24" x 36" x 36"	10K / 20K	8 / 15	A6001974X36	115 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 6"	10K / 20K	8 / 15	A6001974EX6	50 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 18"	10K / 20K	8 / 15	A6001974EX18	62 lbs.	3

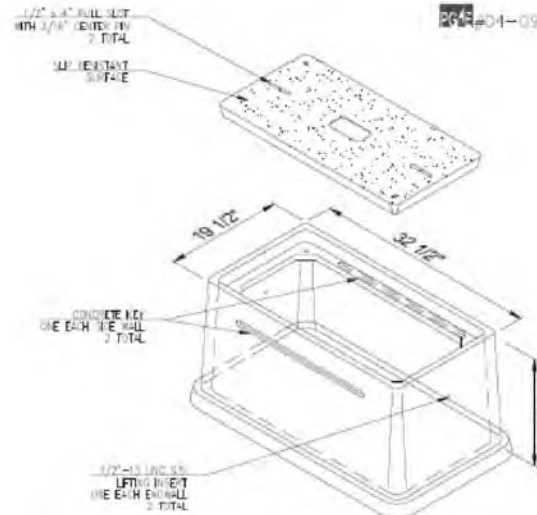
- Boxes are Open Bottom.
 - For sizes not shown please contact Armorcast Products for more information.
- www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

17x30 HANDHOLE
NON-CONCRETE

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E #04-0936

PG&E APPROVED, POLYMER CONCRETE FRAME AND NON-SKID COVER FOR STRENGTH "FRP" FIBERGLASS REINFORCED BODY FOR LIGHT WEIGHT FLARED AT BASE TO PROVIDE ADDITIONAL WORK SPACE. MEETS ALL REQUIREMENTS OF R.U.C.



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT. LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	164
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x18"	04-0177	3" EXTENSIONS	47
17"x30"x18"	04-1720	LID ONLY	52

DESIGN LOAD, STATIC DESIGN LOAD OF 8000 LBS. OVER A 10" x 10" AREA.

FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

1/15/06
17x30 HANDHOLE (18")
© 2006 Jensen Precast

JENSEN
PRECAST

Frontier
COMMUNICATIONS

JOB ID: 5312643 H3011 DATE: 11/28/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

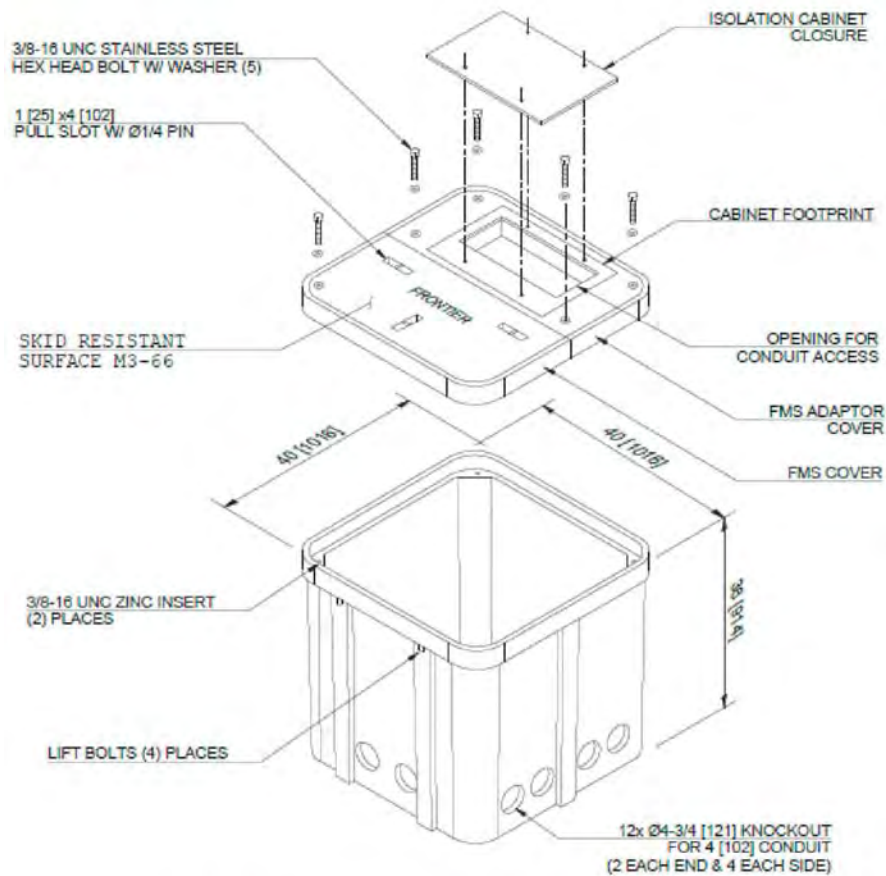

LUCK GROVE
TELECOM INC.

DRAWN BY:
XXX

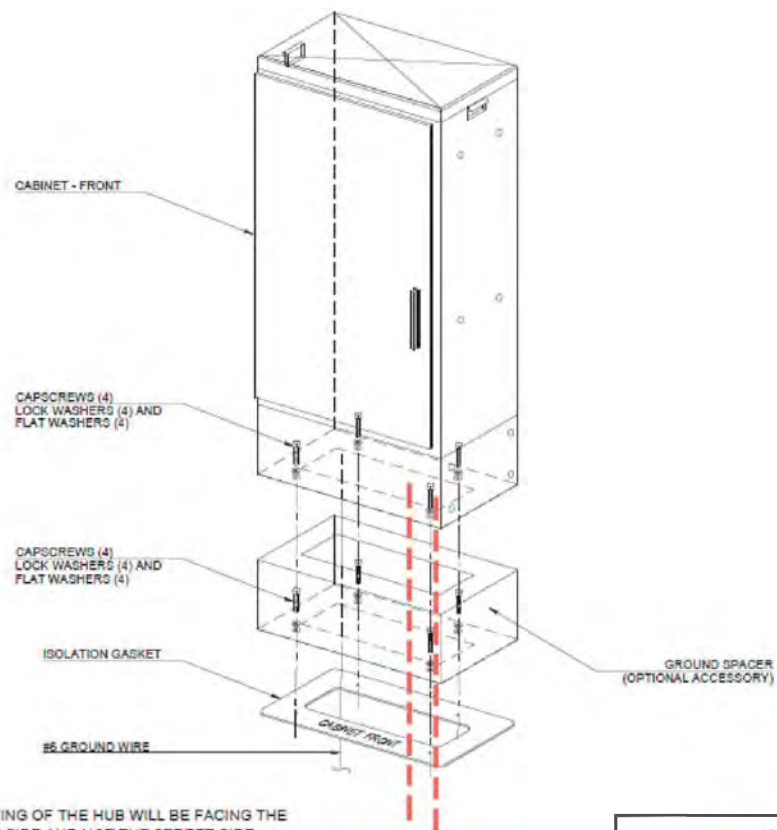
EST. #:

SHEET #:

DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB



GENERATION III
FIBER DISTRIBUTION HUB

Frontier
COMMUNICATIONS

JOB ID: 5312643 H3011 DATE: 11/28/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

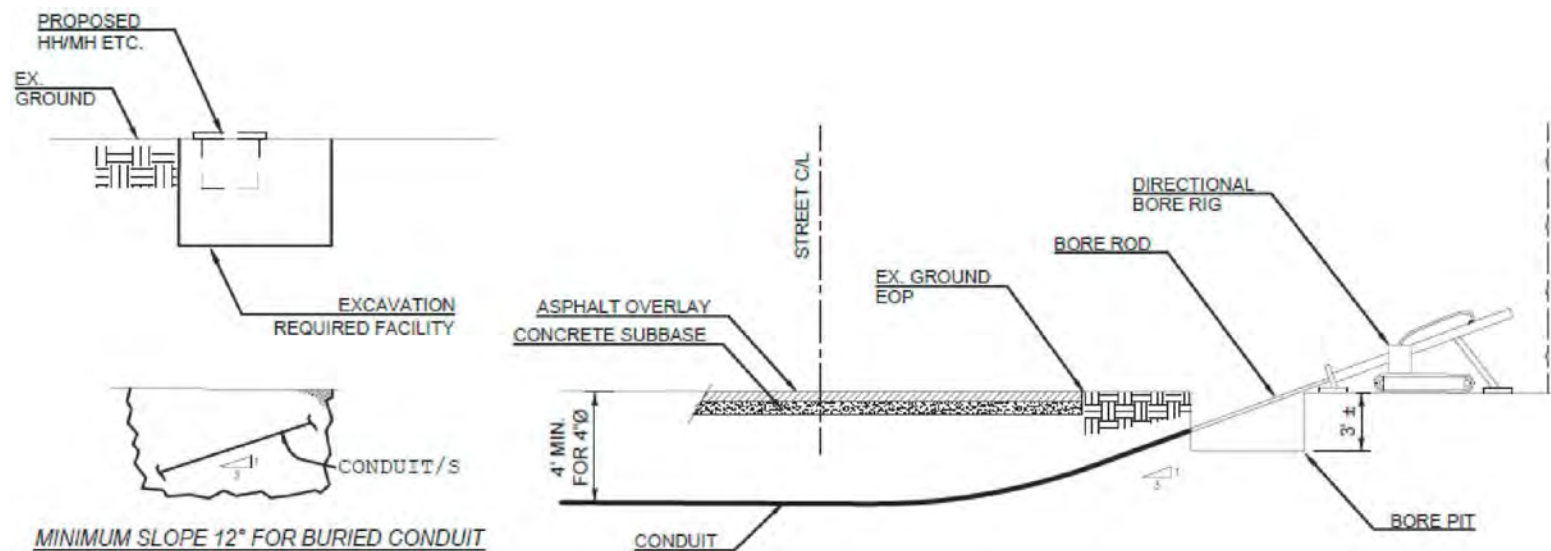
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FTR INSPECTOR:

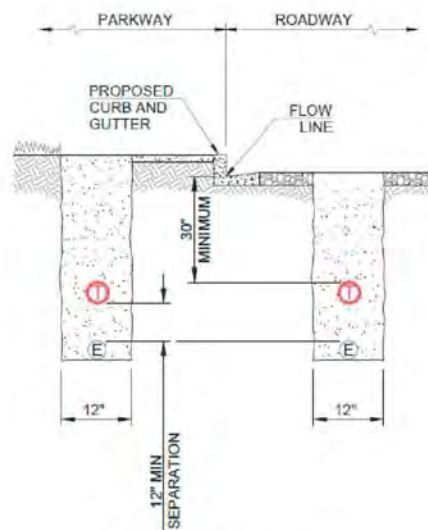

LUCK GROVE
TELECOM INC.

DRAWN BY:
XXX
EST. #:

SHEET #:
DTL 2



DIRECTIONAL BORE DETAILS



PUBLIC R/W TRENCH DETAIL

Frontier
COMMUNICATIONS

JOB ID: 5312643 H3011 DATE: 11/28/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:



DRAWN BY:

XXX

EST. #:

SHEET #:

DTL 3



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: Frontier Communications
Address: 2611 45TH ST DICKINSON TX
Phone:
Contact Name: DARRIN ALBRECHT

Engineer / Contractor Information:

Name: SDT Solutions, LLC
Address: 5535 Airport Fwy Suite B Haltom City TX 76117
Phone:
Contact Name: JAMES MCWHORTER

Hays County Information:

Utility Permit Number: TRN-2023-5862-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): SKYVIEW TER, GREEN PASTURES DR, WILLOW TRL, GREENFIELD RD, GOFORTH RD, ETC., , ,
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 .

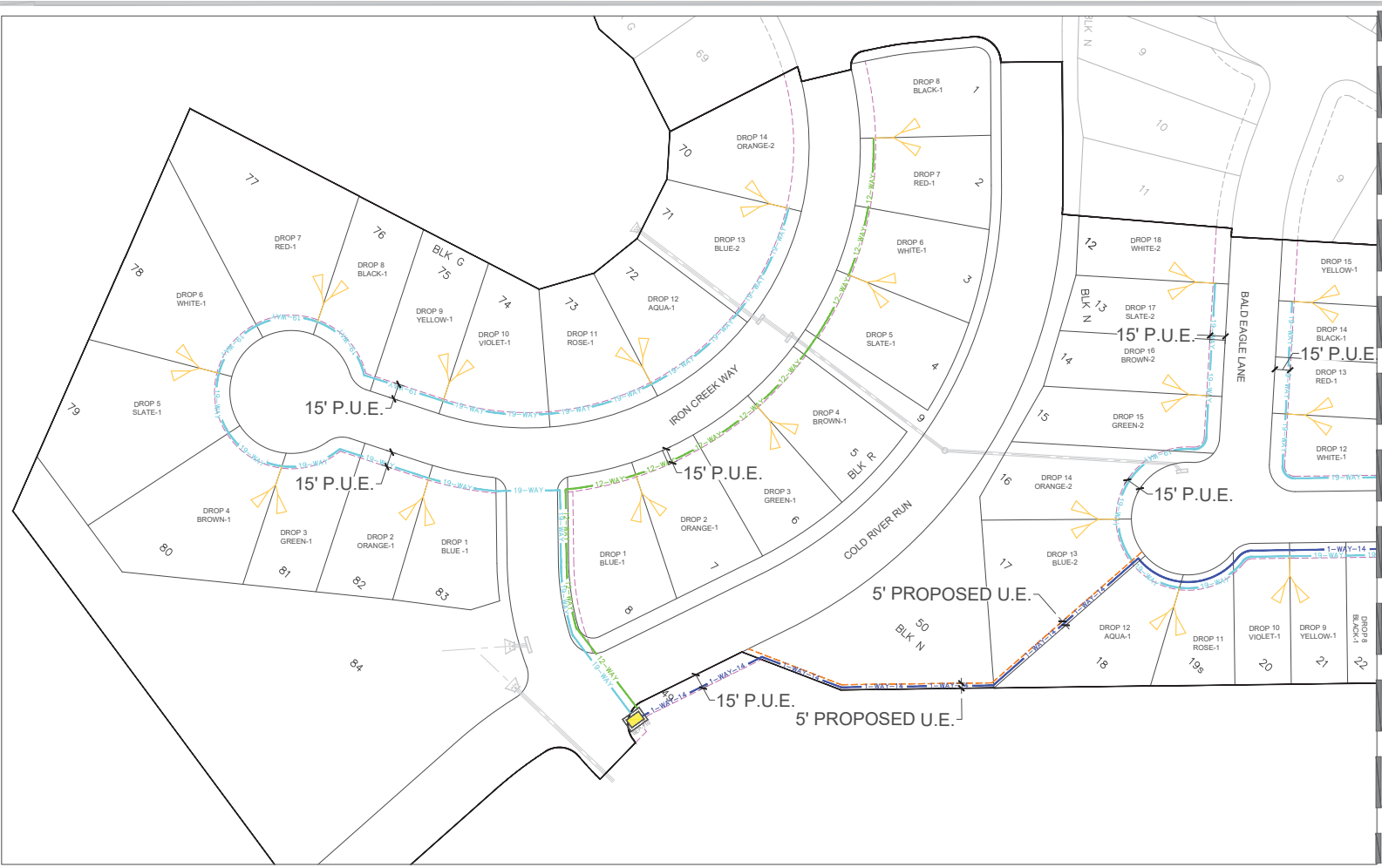
04/20/2023

Signature

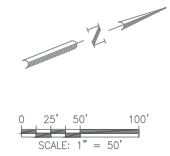
Title

Date

\\192.168.0.21\Projects\ACTIVE Projects\Six Creeks\5B_Six Creeks\Section 5B_Conduit Layout.dwg Layout: SHEET 1 Plot: 12/9/2021 4:06:51 PM



MATCH LINE
(SEE SHEET 2)

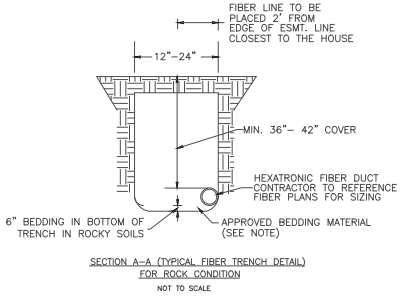
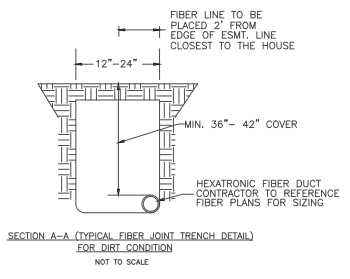


LEGEND:

	1-WAY		1 WAY MICRODUCT (7mm)
	1-WAY-14		1 WAY MICRODUCT (14/10mm)
	2-WAY		2 WAY MICRODUCT
	4-WAY		4 WAY MICRODUCT
	12-WAY		12 WAY MICRODUCT
	19-WAY		19 WAY MICRODUCT
	24-WAY		24 WAY MICRODUCT
	PUBLIC UTILITY EASEMENT		
	FIBER HUT		
	HANDHOLE		
	ACCESS POINT		
	SERVICE LEAD		

NOTES:

1. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. GAS MAIN/SERVICES SHALL BE BENEATH ALL OTHER UTILITY INFRASTRUCTURE AT ALL CROSSINGS.
3. ALL GAS DISTRIBUTION MAINS SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
4. ALL PIPE SHALL BE BUTT FUSED.
5. ALL FITTINGS AND COUPLINGS SHALL BE APPROVED BY THE UTILITY COMPANY.
6. GAS UTILITY SERVICE CONNECTIONS SHALL BE MADE BY THE HOME BUILDER AT TIME OF CONSTRUCTION.
7. GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH SOCKET FUSED END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS PER THE INTENT OF THE PLANS.
9. TREES WITHIN THE RIGHT OF WAY AND IN LINE WITH TRENCHING ACTIVITIES SHALL BE REMOVED.
10. CONTRACTOR TO MEET LOCAL JURISDICTION SPECIFICATIONS FOR SLEEVEING AND COMPACTION ABOVE NATURAL GAS LINE. REGARDING COMPACTION ABOVE NATURAL GAS LINE, EACH LAYER OF MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% DENSITY AND TESTED FOR DENSITY AND MOISTURE PER LOCAL JURISDICTION REQUIREMENTS. THE NUMBER AND LOCATION OF REQUIRED TESTS SHALL BE DETERMINED BY THE LOCAL JURISDICTIONS INSPECTOR. AT A MINIMUM, TESTS SHALL BE TAKEN EVERY 100 LF FOR EACH LIFT.



NOTE:

ALL EXCAVATIONS SHALL BE OPEN CUT, WITH BANKS KEPT AS NEARLY VERTICAL AS POSSIBLE. THE TRENCH FLOOR SHALL PROVIDE A UNIFORM BEARING FOR EACH FULL LENGTH OF PIPE SECTION. PERFORM ALL EXCAVATIONS OF WHATEVER SUBSTANCE ENCOUNTERED TO THE DEPTHS SHOWN OR INDICATED ON THE DRAWINGS. PIPE SHALL BE BEDDED WITH A MINIMUM OF 6" OF APPROVED MATERIAL ABOVE AND BELOW PIPE. CONTRACTORS ARE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS (OSHA AND ANY OTHER AGENCIES THAT APPLY) ASSOCIATED WITH TRENCH CONSTRUCTION AND SHALL BE REQUIRED TO HAVE A TRENCH SAFETY PLAN PREPARED BY AN APPROVED PROFESSIONAL.

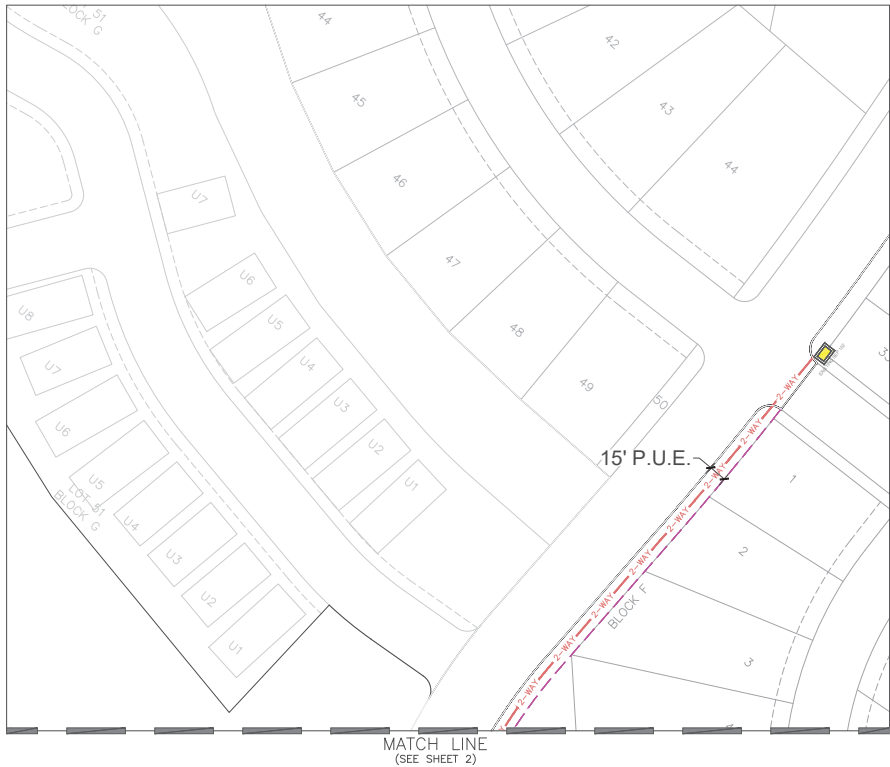
TOTAL # OF LOTS: 55
DATE: DECEMBER 9, 2021

SIX CREEKS PHASE 5B	
CONDUIT LAYOUT	
DESIGNED BY: NG	DATE: APR
REVIEWED BY: RB	REV
DRAWN BY: NG	DESCRIPTION
CENTRIC FIBER	
SHEET 1 OF 3	



CONDUIT LAYOUT

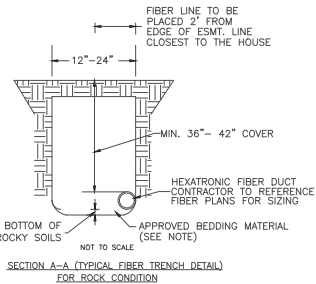
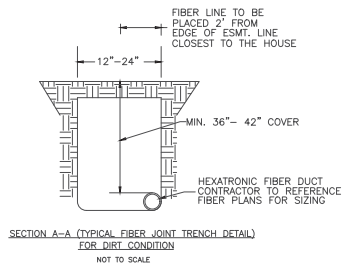
- TOTAL # OF LOTS: 55
DATE: DECEMBER 9, 2021



LEGEND:	
1-WAY	1 WAY MICRODUCT (7mm)
1-WAY-14	1 WAY MICRODUCT (14/10mm)
2-WAY	2 WAY MICRODUCT
4-WAY	4 WAY MICRODUCT
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19-WAY	19 WAY MICRODUCT
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- - - - -	PUBLIC UTILITY EASEMENT
	FIBER HUT
	HANDHOLE
	ACCESS POINT
	SERVICE LEAD

NOTES:

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8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS PER THE INTENT OF THE PLANS.
9. TREES WITHIN THE RIGHT OF WAY AND IN LINE WITH TRENCHING ACTIVITIES SHALL BE REMOVED.
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NOTE:

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TOTAL # OF LOTS: 55
DATE: DECEMBER 9, 2021

SIX CREEKS PHASE 5B

CONDUIT LAYOUT

SHEET
3 OF 3

DESIGNED BY:	NG
REVIEWED BY:	RB
DRAWN BY:	NG
DATE	APR
DESCRIPTION	



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 4/12/2023 .

Utility Company Information:

Name: Centric Fiber, LLC
Address: PO Box 133127 Spring TX
Phone:
Contact Name: Richard Bard

Engineer / Contractor Information:

Name: Centric
Address: PO Box 133127 Spring 77393
Phone: 9365815757
Contact Name: Grant Nelson

Hays County Information:

Utility Permit Number: TRN-2023-6174-UTL
Type of Utility Service: fiber conduit
Project Description:
Road Name(s): Iron Creek Way, Cold River Run, Arrow Creek Rd, Bald Eagle Lane, Left Fork 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 .

04/20/2023

Signature

Title

Date



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a \$1,500.00 donation to the Sheriff's Office Community Outreach Program and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office received a \$1,500.00 from the Knights of Columbus Assembly 3109, and they requested that the donation be used for supplies and materials for the Sunshine Kids program.

Fiscal Impact:

Amount Requested: \$1,500

Line Item Number: 052-618-00.4610/5222

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,500) - Increase Contributions 052-618-00.4610

\$1,500 - Increase Crime Prevention 052-618-00.5222

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,500 Contributions

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office received a \$500.00 donation from the San Marcos Lion's Club, and they requested that the donation be used for the Victim Service Program.

Fiscal Impact:

Amount Requested: \$500

Line Item Number: 001-618-99-899]

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$500) - Increase Contributions 001-618-99-899.4610

\$200 - Increase General Supplies 001-618-99-899.5201

\$300 - Increase Uniforms 001-618-99-899.5474

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: \$500 in Contributions

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Constable David Peterson

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Constable Precinct 1 Office to purchase additional vehicle lighting from Dana Safety Supply, Inc. for two police vehicles valued at \$5,128.19 and amend the budget accordingly. **INGALSBE/PETERSON**

Summary:

On February 14th the Commissioners Court authorized the purchase of two replacement leased vehicles for the Constable. The funding that was identified for lighting was not enough to fully equip the vehicles with the standard light package. The additional funds required to complete the lighting upfit is now available due to the transition of the Government Center Security budget to the Constable which was transferred from the Sheriff's budget. No additional funds are required.

Fiscal Impact:

Amount Requested: 5,128.19

Line Item Number: 001-635-00.5713_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds from the Sheriff's Operating budget were transferred to the Constable for GC Security staffing and operations. Vehicles were also transferred but are not fully equipped. The additional funds moved over will cover the cost of the lighting upfit.

\$5,129- Increase Vehicle Equipment_Operating 001-635-00.5713_400

(\$5,129) - Decrease Law Enforcement Supplies 001-635-00.5206

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, TIPS Contract #210102

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dana Safety Supply Quote

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	479698
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY PCT. 1 SAN MARCOS, TX 78666

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX

Contact: CHIEF. DEP MIKE VARELA
Telephone:
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/21/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			SCOTT BEAL ROUND ROCK	JACKIE GARZA		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC Vin #:		0.0000	0.00
1	1	N	INFO ADDITIONAL LIGHTING FOR SO 474181 Warehouse: RROC Vin #:		0.0000	0.00
2	2	Y	EVL12-CT21-1RB2W BI ECLIPSE VISOR LIGHT FOR 2021 AND NEWER TAHOE Warehouse: RROC Vin #: MSRP: \$1,056.39 DRIVER: RED/WHITE PASSENGER SIDE BLUE/WHITE STEADY WHITE FOR TAKEDOWN		495.0830	990.17
2	2	Y	HZND8-1RB2A BI 8 Head Horizon light stick -DUAL COLOR R/B W/A Warehouse: RROC Vin #: MSRP: \$835.98		491.1400	982.28
2	2	Y	ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: RROC Vin #: MSRP: \$624.00 RUNNING BOARDS. STEADY WHITE ALLEY.		273.0000	546.00

Print Date	03/21/23
Print Time	10:12:09 AM
Page No.	1

Printed By: Scott Beal

Continued on Next Page

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	479698
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY PCT. 1 SAN MARCOS, TX 78666

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX

Contact: CHIEF. DEP MIKE VARELA
Telephone:
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone:
E-mail:

Quote Date:	Ship Via		F.O.B.		Customer PO Number	Payment Method	
03/21/23	GROUND SHIPMENT		QUOTED FREIGHT			NET30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		JACKIE GARZA		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: RROC Vin #: MSRP: \$47.00			20.5600	82.24
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC Vin #: MSRP: \$150.00			138.7500	277.50
20	20	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC Vin #:			95.0000	1,900.00
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>							

Print Date	03/21/23
Print Time	10:12:09 AM
Page No.	2

Subtotal	4,778.19
Freight	350.00
Order Total	5,128.19

Printed By: Scott Beal



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services, Fire Marshal Division to utilize donated funds to build out office cubicles at the Yarrington Building, purchase personal protective uniforms for personnel to wear at fire scenes, and purchase promotional items for community education and outreach and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Fire Marshal's Office received a \$10,000 donation from the Estate of Franklin Sears on October 25, 2022 and will use those funds to build out cubicle office space at the Yarrington location and purchase protective uniforms for fire Investigators. The remaining budgeted funds will be used to purchase promotional items for community events.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-98-390.5741 (office build out)

001-656-98-390.5474 (uniforms)

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$6,276 - Increase Misc. Capital Improvements 001-656-98-390.5741

\$2,382 - Increase Uniforms 001-656-98-390.5474

(\$8,658) - Decrease General Supplies 001-656-98-390.5201

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: 04/25/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Authorize a waiver to the ID Badge policy for Neighborhood Defender Services employees, Hays County's contracted Public Defender's Office. **SHELL**

Summary:

Neighborhood Defender Services is the contracted Public Defender's Offices and requires issued employee badges in order to access the building for court. Currently, a \$15.00 per badge fee is collected for any badge issued to outside agencies or counsel. The NDS Team has requested a waiver to this policy since they are acting on behalf of the County.

Fiscal Impact:

Amount Requested: \$15 per badge fee waived

Line Item Number: N/A

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Security One to install a Cellular Communicator to the fire alarm system at the Elections/IT Building in the amount of \$800.00 and execute the systems monitoring agreement and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

Building Maintenance and Security One (our alarm monitoring company) would like to install a Cellular Communicator to the fire alarm system located at the Elections/IT Building. Installations allows for alarm call reliability and prevents false trouble calls. Installation and equipment costs are \$800. The monthly monitoring cost for the building will be \$69 per month.

Fiscal Impact:

Amount Requested: \$800.00

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: The \$69 monthly monitoring fee will be paid through the Building Maintenance utility budget 001-695-00.5480_300.

\$800 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$800) - Decrease Building Maintenance & Repair 001-695-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the purchasing policy of obtaining three quotes.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Security One Agreement/Quote

Security One, Inc
716 W. Byrd Blvd
Universal City, TX 78148
210-341-8900



WORK ORDER

NAME _____ PHONE _____

ADDRESS _____

CITY _____ TEXAS _____

BILLING # _____ CSID # _____ ☐ Tax Exempt

DATE _____ ☐ Chargeable ☐ Non-Chargeable

This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

QTY	MATERIAL	UNIT PRICE	EXTENDED
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	
		Tax	
		TOTAL	

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001

1. INSTALLATION: **1.1** The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all the material and labor necessary for the installation.

2. PRICE, PAYMENT, AND OWNERSHIP: **2.1** The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.

4. WARRANTY: The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

~~**Attorney's Fees.** Limitation of Actions. In the event, it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.~~

~~**Invalid Provisions.** In the event, any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.~~

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

~~**Jurisdiction and Venue.** This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.~~

The Company Operating License. The Company operates under the two following registration numbers:
(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and (b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.



License B3192 & ARC1165

FIRE ALARM SYSTEM AGREEMENT

This agreement is made between, _____
hereafter called The Customer, and SECURITY ONE INC., hereafter called The Company, on _____

Schedule of Selected Services	Security One	Customer
System Installation (See 1A and Proposal)	_____	_____
Fire System Monitoring (See 2A)	_____	_____
Fire System Repair (See 2B)	_____	_____
Required Smoke Det. Sensitivity Testing (See 2B)	_____	_____
Required Fire System Inspections (See 2B)	_____	_____

1. MONTHLY FEE, GOVERNMENT ASSESSMENTS

- (A) The sum of \$_____, shall be paid 50% down and 50% upon completion and activation of system for the services selected on the Installation of System addendum.
- (B) The Customer agrees to pay a monthly fee of \$_____ plus tax, which shall be on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. ~~Payment received after the 15th day of the month shall be assessed a late fee of \$5.00 a month. The monthly fee is for the services provided only.~~
- (C) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

2. SERVICES SELECTED:

(A) FIRE ALARM MONITORING

Monitoring services consist of the receipt, analysis and response of systems monitored under this agreement. The Company will make every reasonable attempt to verify the alarm signal and notify the proper authorities upon the receipt of a signal.

(B) FIRE SYSTEM REPAIRS, REQUIRED FIRE SYSTEM INSPECTIONS, SMOKE DETECTOR SENSITIVITY TESTING

The Company, will perform the above listed services at the current prevailing rate:

The current prevailing rate is \$_____ per hour _____(Initial)

☐ Customer has chosen to include inspections in their monthly fee, see the attached addendum.

Repairs, Inspections, and Sensitivity Testing performed M-F between 8 a.m. and 5 p.m. excluding holidays. All services requested by the customer outside of these hours will be billed at 1.5 times the hourly rate with a minimum 2-hour charge. Fire System Repairs are on a Time and Materials basis.

A trip charge of \$2.62 per mile will be assessed on all sites located more than 50 miles from the Alamo as determined by Google maps.

Rates are subject to change at any time and without notice. _____(Initial)

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

This agreement shall remain in full force and effect for 36 months from the date of this agreement, either party may terminate this agreement at any time with 30 day written notice to the other party. ~~It shall continue from year to year thereafter unless either party gives written notice to the other of their intent to discontinue service. The notice, if given, shall be in writing, and sent to the address shown on the proposal form and shall be given thirty days in advance. The Customer may cancel this agreement at any time after the 36-month term has ended by giving a thirty (30) day notice in writing. The company shall be permitted from time to time to increase the monthly fee by an amount not to exceed ten percent per year. The monthly fee shall not increase during the initial term of the agreement.~~

In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

4. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

5. OWNERSHIP OF THE SYSTEM

It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

6. MECHANIC'S LIEN

The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

7. NOTICE TO CUSTOMERS

By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

8. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees.

9. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause my continue.

Customer Signature

Security One, Inc.

10. SIGNAL TRANSMISSION

(A) **DIGITAL COMMUNICATOR** – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility.

(B) **RADIO FREQUENCY** (Available at additional cost if selected and requested in writing by The Customer on attached proposal.) The System transmits signals by radio frequency. The Customer understand that a radio system is not supervised and requires an operable antenna, and non-interference with radio waves transmission for a signal to be transmitted and received by the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

11. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

12. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, it's agents, servants, or employees.

13. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things: The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.

The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

14. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 14 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

15. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

17. GENERAL PROVISIONS:

~~**Attorney's Fees: Limitation of Actions.** In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed.~~ Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Hays County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No. B-3192 issued by the Texas Department of Public Safety Texas Private Security Bureau, P.O. Box 4087, Austin, Texas 78773, (512)424-7729, and (B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



CUSTOMER OVERVIEW

I, _____ On _____ UNDERSTAND THAT:

- It is understood that the ownership of The System remains with The Customer.
- I am required to pay the monthly fee for the duration of the agreement between Security One, Inc. and myself.
- Security One, Inc. is not insuring my property or the property of any other person.
- The system does not guarantee prevention of property loss or injury to anyone.
- The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.
- The system will not report to the monitoring station if the phone service is interrupted in any way.
- Cellular radio reporting is available should I desire to add it to my system.
- It is my responsibility to obtain an alarm permit if one is required.

I HAVE RECEIVED A COPY OF THIS OVERVIEW.

Customer Signature

Security One, Inc.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



INFORMATION SHEET

SITE INFORMATION

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

BILLING/MAILING INFO (if different from site)

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

Cross Street _____ Password _____
Email address _____ Email billing? Yes No
Police _____ Fire _____

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)

USE BELOW LISTED INFORMATION FOR

	Monitoring Only	Installation Only	Both
Name of Financial Institution	_____	_____	_____
Name on Account	_____	_____	_____
Banking Account #	_____	_____	_____
Bank Routing #	_____	_____	_____

FOR ADDITIONAL ACCOUNT INFO

Installation Only

I understand that installation charges will be processed the Friday before the installation: _____

How did you hear about us?

Yellow Pages Current Customer Police Officer Our Website Other

Referred by: _____ Credit _____



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 to amend the Exhibit D - Rate Schedule in the Professional Services Agreement with Freese and Nichols, Inc. (FNI) for the Jacobs Well Road Corridor Project from FM 2325 to RM 12 in Precinct 3. **SHELL/BORCHERDING**

Summary

The requested Contract Amendment updates the Exhibit D - Rate Schedule from the original contract executed February 25, 2020, utilizing the CPI Rate Adjustment language in the master contract as well as adding two new work categories and amending six rates to the FNI current 2023 rate (which is less than the CPI adjustment).

Attachments

JacobsWell-PSAAmendment#1

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
Jacobs Well (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective February 25, 2020 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$850,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: John New
Signature

John New
Printed Name

Division Manager
Title

3/8/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
4/19/2023

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. (CFA) for utility design and coordination services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).
INGALSBE/BORCHERDING

Summary:

The Professional Services Amendment increases the contract cap by \$10,000.00 from \$1,252,000.00 to \$1,262,000.00. This will allow for the execution of Supplemental #12 to Work Authorization #3 which authorizes CFA to perform additional design services for the electric and telecom facilities on Gary Job Corps at the contractor's/TxDOT request and extends the termination date to July 31, 2023.

Fiscal Impact:

Amount Requested: \$10,000.00

Line Item Number: 022-801-96-513.5623_400

Budget Office:

Source of Funds: Voter Approved Road Bond (issued in 2016)

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).

G/L Account Validated Y/N?: Yes, Utility Relocation Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

PartnershipUC-CFA-PSAAmendment4

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Cobb Fendley & Associates, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on May 14, 2013; and amended by Supplemental Agreement No. 1 on October 7, 2014; and amended by Supplemental Agreement No. 2 on May 30, 2017; and amended by Supplemental Agreement No. 3 on June 21, 2022;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$1,252,000.00; and,

WHEREAS, the “**Compensation Cap**” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$1,252,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

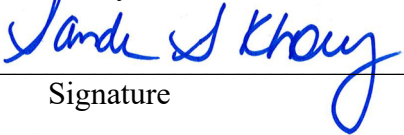
- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$1,252,000.00 to \$ 1,262,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$1,252,000.00 to \$1,262,000.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

Cobb Fendley & Associates, Inc.

By: 
Signature

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

April 10, 2023
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

Date


4/17/2023



Hays County Commissioners Court

Date: 04/25/2023

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 #800132235 in the amount of \$3,506,205.95, acceptance of the 2-year maintenance bond #PB03016800706M1 in the amount of \$376,152.05, and acceptance of the revegetation bond #PB03016800706M2 in the amount of \$288,668.95 for Crosswinds subd., Phase 3A. **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

Agenda Item Backup (Crosswinds 3A)

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

October 26, 2022

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Crosswinds subdivision, Phase 3A

Dear Commissioners and Judge:

Brett Pasquarella, P.E. with Carlson, Brigrance & Doering, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Crosswinds subdivision, Phase 3, release the subdivision bond #800132235 in the amount of \$3,506,205.95, accept the 2-year maintenance bond #PB03016800706M1 in the amount of \$376,152.05, and accept the 1-year revegetation bond #PB03016800706M2 in the amount of \$288,668.95. 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

**ENGINEERING CONCURRENCE LETTER
HAYS COUNTY**

October 19, 2022

Crosswinds Subdivision Phase 3A

Kyle, TX
CBD #5239

On this day, October 19, 2022, 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:

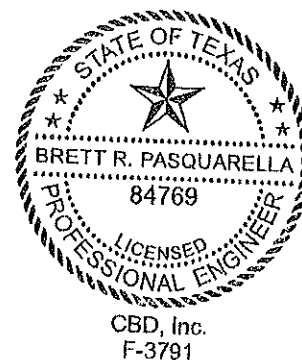
All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

The following items will require correction and are listed below:

Revegetation

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)

BRETT R. PASQUARELLA
VICE PRESIDENT, PRINCIPAL



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800706M1

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 Three Hundred Seventy Six Thousand One Hundred Fifty Two and 05/100 (\$376,152.05) 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 Development Solutions CW, LLC on behalf of: Crosswinds M.U.D. for Crosswinds Subdivision 3A Street & Drainage 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 20th day of July, 2022.

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.

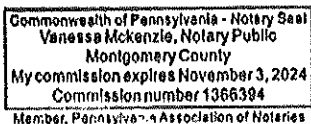


(Seal)

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 20th day of July, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800706M2

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 Two Hundred Eighty Eight Thousand Six Hundred Sixty Eight and 95/100 (\$288,668.95) 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 Hays County, TX for Crosswinds Subdivision 3A Revegetation, 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 One 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 One 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 20th day of July, 2022.

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 Fargue 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.

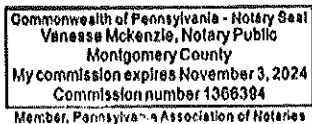


(Seal)

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:

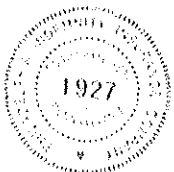
Bala Cynwyd, PA

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 20th day of July, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #800132235 in the amount of \$3,506,205.95, acceptance of the 2-year maintenance bond #PB03016800706M1 in the amount of \$376,152.05, and acceptance of the revegetation bond #PB03016800706M2 in the amount of \$288,668.95 for Crosswinds subd., Phase 3A.

ITEM TYPE

ACTION-ROADS

MEETING DATE

January 3, 2023

AMOUNT REQUIRED

LINE ITEM NUMBER

APPROPRIATE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

N/A

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.



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2080-NP; Discussion and possible action regarding the Estates at Darden Hill, Prelim. **SMITH/PACHECO**

Summary

Estates at Darden Hill, Prelim is a proposed subdivision plat consisting of 9 lots across 11.31 acres located along Darden Hill Road in Austin and Precinct 4. Water utility will be accomplished by West Travis County Public Utility Agency. Wastewater Utility will be accomplished by advanced on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter

Application Review Comment Letter

A 11.290 ACRE TRACT OF LAND LOCATED IN HAYS COUNTY, TEXAS AND BEING OUT OF PARTS OF LOTS 5 & 6, OAKRIDGE PARK SECTION 54 AT KINCHICK, A SUBDIVISION IN HAYS COUNTY, TX, (VOL. 176 PG. 11, PLAT RECORDS HAYS COUNTY) AND OUT OF THE FANNIE AD GARDEN SURVEY (A-604), FURTHER DESCRIBED AND BEING A RETRACTION OF A SURVEY MADE BY RICHARD H. TAYLOR (P) APRIL 19, 2021, AND ALSO THE BEING THE SAME LAND DESCRIBED BY DEEDS AND RECORDS IN GENERAL, WHATEVER USED TO BE ENTERED BY RHC, EXHIBIT "A" TRACT 1 DESCRIBED AS A 11.290 ACRE TRACT OF LAND (VOL. 504 PG. 11 DEED RECORDS HAYS COUNTY).



COST TYPE					
COST	4-0000	4-0010	4-0020	4-0030	4-0040
C1	20.00	20.00	7.00	1.00	10.00
C2	20.00	20.00	7.00	1.00	10.00
C3	20.00	20.00	7.00	1.00	10.00
C4	20.00	20.00	7.00	1.00	10.00
C5	20.00	20.00	7.00	1.00	10.00
C6	20.00	20.00	7.00	1.00	10.00
C7	20.00	20.00	7.00	1.00	10.00
C8	20.00	20.00	7.00	1.00	10.00
C9	20.00	20.00	7.00	1.00	10.00
C10	20.00	20.00	7.00	1.00	10.00
C11	20.00	20.00	7.00	1.00	10.00
C12	20.00	20.00	7.00	1.00	10.00
C13	20.00	20.00	7.00	1.00	10.00
C14	20.00	20.00	7.00	1.00	10.00
C15	20.00	20.00	7.00	1.00	10.00
C16	20.00	20.00	7.00	1.00	10.00
C17	20.00	20.00	7.00	1.00	10.00
C18	20.00	20.00	7.00	1.00	10.00
C19	20.00	20.00	7.00	1.00	10.00
C20	20.00	20.00	7.00	1.00	10.00
C21	20.00	20.00	7.00	1.00	10.00
C22	20.00	20.00	7.00	1.00	10.00
C23	20.00	20.00	7.00	1.00	10.00
C24	20.00	20.00	7.00	1.00	10.00
C25	20.00	20.00	7.00	1.00	10.00
C26	20.00	20.00	7.00	1.00	10.00
C27	20.00	20.00	7.00	1.00	10.00
C28	20.00	20.00	7.00	1.00	10.00
C29	20.00	20.00	7.00	1.00	10.00
C30	20.00	20.00	7.00	1.00	10.00
C31	20.00	20.00	7.00	1.00	10.00
C32	20.00	20.00	7.00	1.00	10.00
C33	20.00	20.00	7.00	1.00	10.00
C34	20.00	20.00	7.00	1.00	10.00
C35	20.00	20.00	7.00	1.00	10.00
C36	20.00	20.00	7.00	1.00	10.00
C37	20.00	20.00	7.00	1.00	10.00
C38	20.00	20.00	7.00	1.00	10.00
C39	20.00	20.00	7.00	1.00	10.00
C40	20.00	20.00	7.00	1.00	10.00
C41	20.00	20.00	7.00	1.00	10.00
C42	20.00	20.00	7.00	1.00	10.00
C43	20.00	20.00	7.00	1.00	10.00
C44	20.00	20.00	7.00	1.00	10.00
C45	20.00	20.00	7.00	1.00	10.00
C46	20.00	20.00	7.00	1.00	10.00
C47	20.00	20.00	7.00	1.00	10.00
C48	20.00	20.00	7.00	1.00	10.00
C49	20.00	20.00	7.00	1.00	10.00
C50	20.00	20.00	7.00	1.00	10.00
C51	20.00	20.00	7.00	1.00	10.00
C52	20.00	20.00	7.00	1.00	10.00
C53	20.00	20.00	7.00	1.00	10.00
C54	20.00	20.00	7.00	1.00	10.00
C55	20.00	20.00	7.00	1.00	10.00
C56	20.00	20.00	7.00	1.00	10.00
C57	20.00	20.00	7.00	1.00	10.00
C58	20.00	20.00	7.00	1.00	10.00
C59	20.00	20.00	7.00	1.00	10.00
C60	20.00	20.00	7.00	1.00	10.00
C61	20.00	20.00	7.00	1.00	10.00
C62	20.00	20.00	7.00	1.00	10.00
C63	20.00	20.00	7.00	1.00	10.00
C64	20.00	20.00	7.00	1.00	10.00
C65	20.00	20.00	7.00	1.00	10.00
C66	20.00	20.00	7.00	1.00	10.00
C67	20.00	20.00	7.00	1.00	10.00
C68	20.00	20.00	7.00	1.00	10.00
C69	20.00	20.00	7.00	1.00	10.00
C70	20.00	20.00	7.00	1.00	10.00
C71	20.00	20.00	7.00	1.00	10.00
C72	20.00	20.00	7.00	1.00	10.00
C73	20.00	20.00	7.00	1.00	10.00
C74	20.00	20.00	7.00	1.00	10.00
C75	20.00	20.00	7.00	1.00	10.00
C76	20.00	20.00	7.00	1.00	10.00
C77	20.00	20.00	7.00	1.00	10.00
C78	20.00	20.00	7.00	1.00	10.00
C79	20.00	20.00	7.00	1.00	10.00
C80	20.00	20.00	7.00	1.00	10.00
C81	20.00	20.00	7.00	1.00	10.00
C82	20.00	20.00	7.00	1.00	10.00
C83	20.00	20.00	7.00	1.00	10.00
C84	20.00	20.00	7.00	1.00	10.00
C85	20.00	20.00	7.00	1.00	10.00
C86	20.00	20.00	7.00	1.00	10.00
C87	20.00	20.00	7.00	1.00	10.00
C88	20.00	20.00	7.00	1.00	10.00
C89	20.00	20.00	7.00	1.00	10.00
C90	20.00	20.00	7.00	1.00	10.00
C91	20.00	20.00	7.00	1.00	10.00
C92	20.00	20.00	7.00	1.00	10.00
C93	20.00	20.00	7.00	1.00	10.00
C94	20.00	20.00	7.00	1.00	10.00
C95	20.00	20.00	7.00	1.00	10.00
C96	20.00	20.00	7.00	1.00	10.00
C97	20.00	20.00	7.00	1.00	10.00
C98	20.00	20.00	7.00	1.00	10.00
C99	20.00	20.00	7.00	1.00	10.00
C100	20.00	20.00	7.00	1.00	10.00

NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4304. ALL DISTANCES ARE SURFACE VALUES. CSF 1.000041642 AT BASE POINT 1 (E11317011.72, E-2267322.24) USING THE TEXAS 8-84 MEASUREMENT.

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OF NO. 2125302-DUP, EFFECTIVE DATE: APRIL 27, 2021, ISSUED MAY 18, 2021.

3. REFERENCED PROPERTY IS IN ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 140 OF 495, COMMUNITY PANEL NO. 48290C0140F, DATED SEPTEMBER 2, 2005.

4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL HAY COUNTY ORDINANCES AND RESTRICTIONS.

5. FIELD WORK COMPLETED ON 02/06/2022

SURVEY NOTES:

- * ALL DEBRIS TO BE CONTAINED INSIDE R.O.W. LINES
- * NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A MAPPED FEMAL 10 YEAR FLOODPLAIN
- * SUBJECT TRACT IS CLASSIFIED AS EDWARDS AQUIFER CONTRIBUTING ZONE.
- * LOCATED WITHIN THE DRIPPING SPRINGS L.S.D.
- * ALL STREETS ARE DEDICATED TO THE PUBLIC.
- * ALL COORDINATES ARE GRID COORDINATES (NAD 83)

ACRE TABLE	
TOTAL ACREAGE	11.310
LOT ACREAGE	9.810
R.O.W. ACREAGE	1.500
REMAINING ACREAGE	DISTANCE

LOT TABLE	
TOTAL LOTS	9
LOTS 1AC.-2AC	9
AVERAGE LOT SIZE	1.09AC
PROPOSED ROADS	1

ROADWAY TABLE	
NAME	SCRUB OAK COVE
ROW WIDTH	50'
CLASSIFICATION	COUNTRY LANE
LENGTH	708.50' (CL)



"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".

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE SPREAD, AND THAT
THE SIGN OF MY MAGNETIC COMPASS AND BEARING, THAT I CORRECTLY MEASURED
THE CORNER POINTS AT THE TIME OF THIS SURVEY.

Joshua Ramey
J. R. RAMEY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6143
J.R. RAMEY, JR. & ASSOCIATES, P.C.
P.O. BOX 13,913

OWNER:
HMACRWW, LLC
C/O ALEX MORRIS
901 S MOPAC EXPY, BLDG IV, SUIT 12
AUSTIN, TX 78746
(512) 917-0934
ALEXMORRISREALTOR@GMAIL.COM

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O JOSHUA NAUMANN, R.P.L.S.,
1701 WILLIAMS DR
GEORGETOWN, TEXAS 78628
(512) 870-0904
J.NAUMANN@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
1701 WILLIAMS DR
GEORGETOWN, TEXAS 78628
(512) 859-2244
GKELLER@MATKINHOOVER.COM

MATKIN
HOOPER

ENGINEERING
& SURVEYING

4640 LAMAR AVE.
SUITE 100
HOUSTON, TEXAS 77056
PHONE: 281.414.2020 FAX: 281.414.2029

1040 DAVIS ROAD, STE. 3
DALLAS, TEXAS 75248
PHONE: 214.644.2044

AN AS RECOGNIZED ENGINEERING FIRM IN COMET

SUBMITTAL DATE: JUNE, 2022
RE-SUBMITTAL DATE:
JANUARY, 2023

MHE JOB NO. = 327A.00
MHS JOB NO. = 21-5558
Rev 1: 08/05/2022
Rev 2: 08/23/2022
Rev 3: 01/02/2023

ESTATES AT DARDEN HILL PRELIMINARY PLAT

NOTE:

ACCORDING TO THE CURRENT FIRM FLOOD INSURANCE RATE MAP NUMBER 450000404E, DATED SEPTEMBER 02, 2016, HAYS COUNTY, TEXAS, NO PORTION OF THIS TRACT LIES WITHIN THE HUNDRED YEAR FLOODPLAIN FLOOD HAZARD AREA.

1. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO MEET TRAVIS COUNTY PUBLIC UTILITY AGENCY (TPU) WATER SYSTEM.
2. THIS PLAT LIES ENTIRELY WITHIN THE DARDEN HILL SUPER CONTRIBUTING ZONE.
3. NO LOTS ARE TO BE OCCUPIED UNTIL ADVANCED ON-SITE SEWAGE, WATER, ELECTRICITY, AND GAS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED.
4. IF PUBLIC UTILITY EASEMENT IS NEEDED, IT SHALL BE DEDICATED TO ALL RIGHTS-OF-WAY.
5. UNDERGROUND UTILITIES ARE APPROVED FOR THIS SUBDIVISION.
6. THE ROADWAYS AND PARKING AREAS STRUCTURE BEING THE SUBDIVISION WILL BE DEDICATED TO AND MAINTAINED BY HAYS COUNTY.
7. DEVELOPMENT OF THIS TRACT SHALL COMPLY WITH THE COUNTY OF HAYS REQUIREMENTS AS ENFORCED BY HAYS COUNTY DEVELOPMENT REGULATIONS.
8. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITION OF PUBLIC ROADWAYS, NO DRIVEWAY OR CONNECTION ON ANY LOT WITHIN THE SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE COUNTY ROAD AND BRIDGE DEPARTMENT.
9. THE SUBDIVISION IS LOCATED WITHIN THE DARDEN HILL INDEPENDENT SCHOOL DISTRICT.
10. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ELECTION NO. 10.
11. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ELECTION NO. 10.
12. ALL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED TO RESIDENTIAL SINGLE-FAMILY HOMES.
13. PROPOSED ROADWAYS WILL BE PUBLICLY DEDICATED.
14. DRIVEWAY STRUCTURE THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 72.
15. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO APPROPRIATE WATER SUPPLY OR START-UP/PROCESSED COMMUNITY WATER SYSTEM. DUE TO DARDEN HILL SUPER CONTRIBUTING ZONE, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE WELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY COVER THE MOST PRACTICAL WATER REQUIREMENTS.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.
17. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORITY REQUIREMENTS HAVE BEEN ENTERED.
18. THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WATERSHED CONTRACT FROM THE TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2010 AMENDED TRAVIS FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
19. NO LOTS WITHIN THIS DEVELOPMENT CONTAIN UPSTREAM BUFFER ZONES AND/OR SENSITIVE FEATURES BUFFER ZONES AS DESCRIBED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS.
20. IMPROVED COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED.
21. REGULATORY AGENCIES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CRITERIA, MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OR OPERATOR OF ANY DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE, OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND POSTED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
22. POST DEVELOPMENT EROSION CONTROL RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT EROSION RATE FOR 1, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION PERMITS FOR THE SUBDIVISION.
23. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
24. DRIVEWAYS SHALL COMPLY WITH CHAPTER 72 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 72.
25. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
26. ALL UTILITIES PLACED WITHIN THE PLAT SHALL BE OF AN APPROVED TYPICAL DESIGN.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN OFFICIAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DARDEN HILL SUPER CONTRIBUTING ZONE, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE WELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY COVER THE MOST PRACTICAL WATER REQUIREMENTS.

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 THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS P. HOOD
HAYS COUNTY DEVELOPMENT SERVICES

SERVICE PROVIDER LIST:
TELEPHONE: FIDELITY ELECTRIC COMPANY
ELECTRIC: FIDELITY ELECTRIC COMPANY
WATER: TRAVIS COUNTY PUBLIC UTILITY AGENCY
WASTEWATER: ADVANCED ON-SITE SERVICE FACILITIES

BOB VAN HOUTEN, JR., CFM
HAYS COUNTY PLANNING ADMINISTRATOR

THIS FLOOD STATEMENT AS DETERMINED BY A HUNDRED YEAR FLOOD INSURANCE RATE MAP DOES NOT BUREAU THAT THE PROPERTY OR THE IMPROVEMENT THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. GREATER FLOOD CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY SURFACE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS
COUNTY OF HAYS

I, GARETT B. VELLER, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEER CONSIDERATION HAS BEEN GIVEN THIS PLAT.

DO HEREBY CERTIFY THAT NO PORTION OF THE PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DETERMINED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 45000404E, DATED SEPTEMBER 02, 2016, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONFINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE PLAT OF ANY AND ALL OPEN SPACE AND DRAINAGE EASEMENT LOTS, AND THAT THE LOCATION AND DIMENSIONS OF PROPOSED STREETS CONFORM WITH HAYS COUNTY SUBDIVISION ORDINANCE.

GARETT B. VELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 11181 STATE OF TEXAS
101 WILLIAMS DR. GEORGETOWN, TX 75120

STATE OF TEXAS
COUNTY OF HAYS

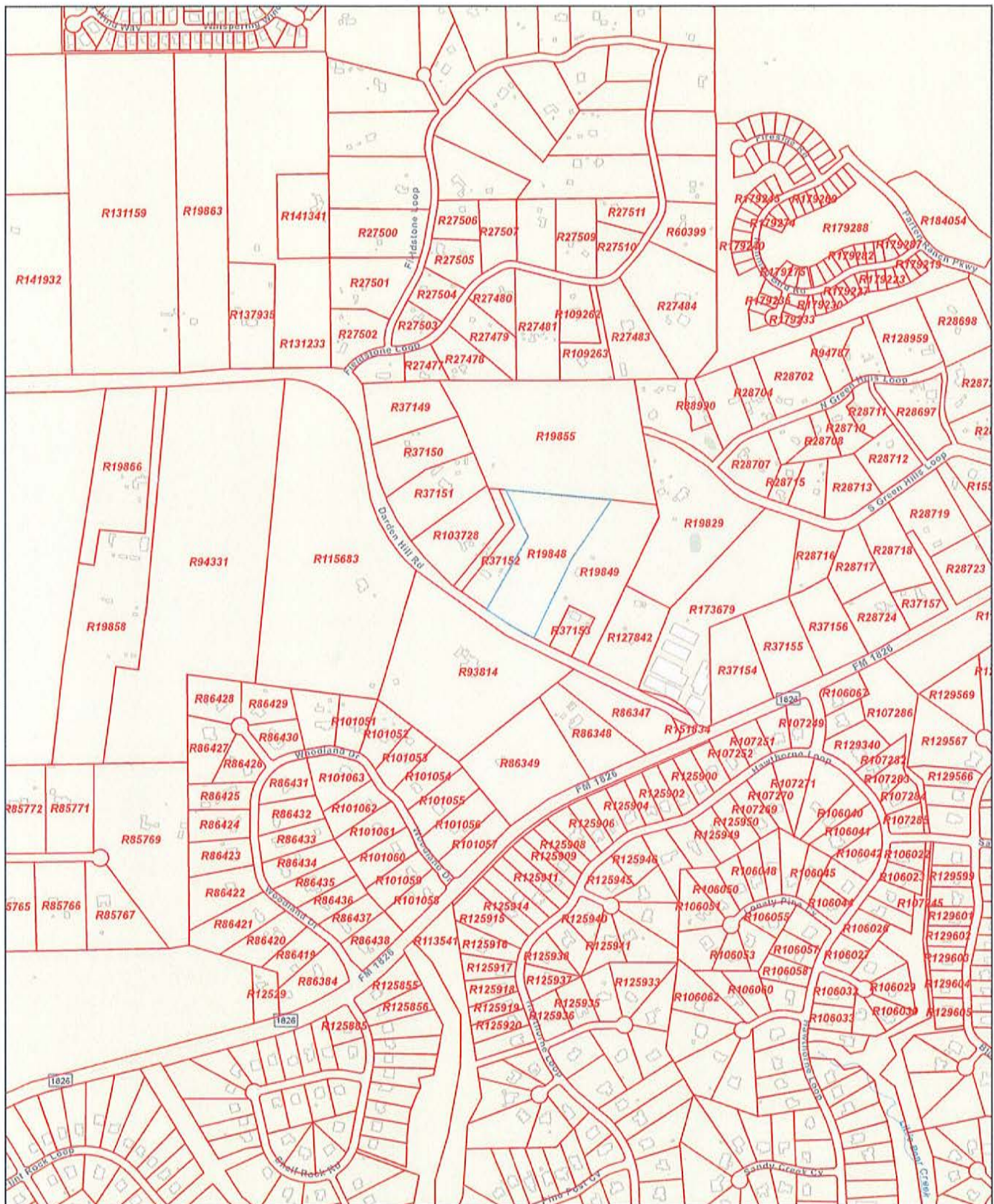
I, JOSHUA M. HANCOCK, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT ALL NECESSARY MEASUREMENTS ARE CORRECTLY SHOWN AND COMPLIED WITH ALL SURVEY REQUIREMENTS OF THE CADDWELL COUNTY SURVEYOR'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

IN WITNESS WHEREOF, MY HAND AND SEAL, THIS _____ DAY OF _____, 2023.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOSHUA M. HANCOCK
TEXAS REGISTRATION NO. 5885
101 WILLIAMS DR. GEORGETOWN, TX 75120

OWNER	SURVEYOR	AGENT/ENGINEER	MATKIN HOOPER ENGINEERING & SURVEYING	SUBMITTAL DATE: JUNE 2023 RE-SUBMITTAL DATE: JANUARY 2024 MAY 2024 NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 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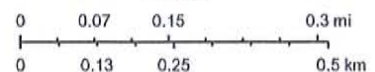
Hays CAD Web Map



4/20/2023, 11:46:03 AM

 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 Agenda Request

Meeting Date: April 25th, 2023

Requested By: Marcus Pacheco, Director

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-2080-NP; Discussion and possible action regarding Estates at Darden Hill, Prelim.

BACKGROUND/SUMMARY OF REQUEST:

- A.) Estates at Darden Hill, Prelim is a proposed subdivision plat consisting of 9 lots across 11.31 acres located along Darden Hill Road in Austin and Precinct 4.
- B.) Water utility will be accomplished by West Travis Public Utility Agency. Wastewater utility will be accomplished by advanced on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review for the Estates at Darden Hill, Prelim pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth.

The application has no variances requested.

Staff recommends Approval with Conditions for Estates at Darden Hill, Prelim. The deficiencies remaining have been included in the backup.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Application Review Comments Letter



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Review Comment Letter

Owner Information:

HMAXRWW, LLC (Alex Morris)

901 South Mopac, Ste IV125, Austin TX 78746

alexmorrisrealtor@gmail.com

Date: 4/20/2023

Project ID: PLN-2080-NP

Application Type: New Subdivision

Application Status: Completeness Check

To whom it may concern,

Hays County staff has reviewed the above Application and determined the Application to be incomplete. 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. Digital data review was denied due to the following:
Missing GPS monument with annotation for distance and bearing and identification of monument.

Planning Review

1. **705 § 5.01(c)** Please include the lot size average table, the average size of Lots, and the total number of Lots within the following size categories: 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.
****Please include all categories for the lot sizing table and place a "0" for categories that are not applicable to this subdivision.****
2. **General:** Please revise the Hays County Signature block. The Floodplain Administrator's last name is misspelled and should appear as "*Van Gaasbeek*".

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: 04/25/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2166-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Beulah Marie Needham Estates, Lot 3, Replat. **SMITH/PACHECO**

Summary

Beulah Marie Needham Estates, Lot 3, Replat is a proposed subdivision plat consisting of 2 lots across 21.49 acres located off RR 12 in Dripping Springs and in Precinct 4. Water utility will be accomplished by individual private wells. Wastewater utility will be accomplished by on-site sewage facilities.

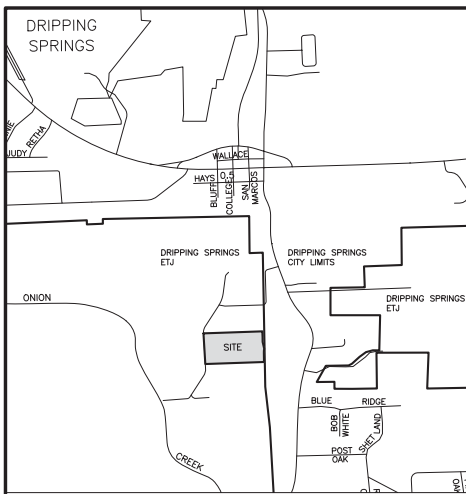
Attachments

Plat

Location Map

Cover Letter

Application Review Comments Letter



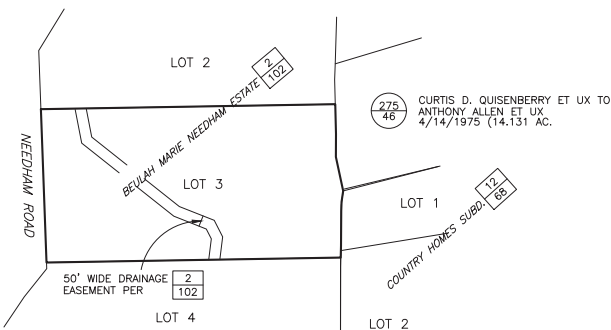
VICINITY MAP - NOT TO SCALE

- LEGEND**
- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
 - HAYS COUNTY PLAT RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - 1/2" IRON PIPE FOUND OR DIAMETER NOTED
 - 8" TREATED POST FOUND
 - RAILROAD SPIKE FOUND
 - DEED RESTRICTIONS
 - WATER QUALITY BUFFER ZONE

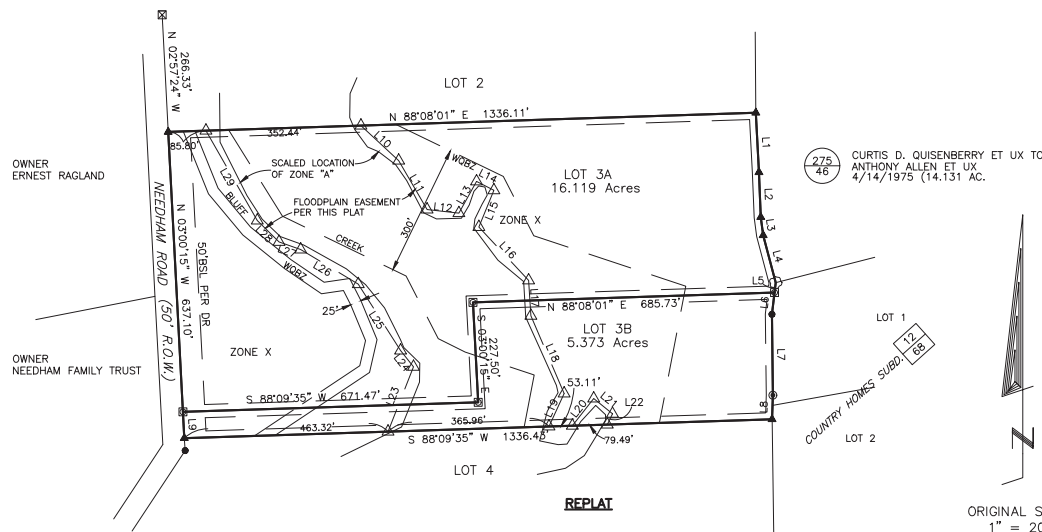
ORIGINAL SCALE
1" = 400'

SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ACCORDING TO SCALING FROM THE PRELIMINARY F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0115G, DATED 12/14/2022, A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND A PORTION OF THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- ALL OF THIS TRACT LIES WITHIN THE BOUNDARIES OF THE EXTRA TERRITORIAL JURISDICTION OF DRIPPING SPRINGS.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 1 AND 6.
- ACCORDING TO SCALING FROM TCEQ MAPS THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
- THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 332, PAGE 502 OF THE HAYS COUNTY DEED RECORDS AND THE AMENDED RESTRICTIONS RECORDED IN VOLUME 5195, PAGE 142 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. THE BUILDING SETBACK REQUIREMENTS ARE: FRONT=50', SIDE=15', REAR=15'.
- ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR THE PURPOSES OF THIS SUBPARAGRAPH.
- THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
- LOTS SMALLER THAN FIVE ACRES WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.
- NEEDHAM ROAD IS A PRIVATELY MAINTAINED ROADWAY.



EXISTING CONFIGURATION
LOT 3, BEULAH MARIE NEEDHAM ESTATE
RECORDED IN VOLUME 2, PAGE 102 OF
THE HAYS COUNTY PLAT RECORDS



REPLAT

ORIGINAL SCALE
1" = 200'

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

LOT SIZE CATEGORIES

TOTAL AREA = 21.492 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 10.746
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

UTILITIES:
ELECTRIC-P.E.C.
WATER-INDIVIDUAL WELLS
SEWER-OSSF

CLIENT: MONTGOMERY, TIM
DATE: OCTOBER 26, 2022
OFFICE: HADEN
CREW: C. SMITH, BANKS
FB/PG: 800/25
PLAT NO. 28116-22-c

LINE	BEARING	DISTANCE
L1	S 03°01'51" E	135.59
L2	S 02°18'08" E	101.97
L3	S 07°35'23" E	41.88
L4	S 14°48'19" E	111.38
L5	S 06°47'42" E	122.63
L6	S 06°47'42" E	149.89
L7	S 07°40'05" E	183.86
L8	S 02°00'48" E	154.75
L9	N 03°00'15" E	160.01
L10	S 47°07'58" E	116.25
L11	S 30°09'59" E	128.61
L12	S 83°31'00" E	172.68
L13	N 29°06'48" E	82.57
L14	S 62°58'32" E	44.32
L15	S 22°14'43" E	190.27
L16	S 42°58'42" E	165.87
L17	S 03°38'05" E	80.53
L18	S 23°10'29" E	192.06
L19	S 24°39'22" E	162.48
L20	N 38°06'42" E	178.58
L21	S 50°54'34" E	55.05
L22	S 26°37'00" E	129.24
L23	N 21°24'44" E	158.25
L24	S 38°27'08" E	147.19
L25	N 32°29'24" E	178.97
L26	S 58°59'11" E	152.53
L27	N 29°33'56" E	160.74
L28	N 70°37'43" E	152.16
L29	N 45°31'51" E	169.38
L30	N 29°43'11" E	123.55

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GASBECK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT THEODORE N. MONTGOMERY, TRUSTEE OF THE MONTGOMERY REVOCABLE LIVING TRUST, OWNERS OF 21.492 ACRES, AS CONVEYED TO ME BY DEED DATED JULY 1, 2011, AND RECORDED IN VOLUME 4184, PAGE 134, HAYS COUNTY OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS ALSO KNOWN AS LOT 3 OF THE BEULAH MARIE NEEDHAM ESTATE, RECORDED IN VOLUME 2, PAGE 102 OF THE HAYS COUNTY PLAT RECORDS, HAYS COUNTY, TEXAS DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 3, BEULAH MARIE NEEDHAM ESTATE, 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.

THEODORE N. MONTGOMERY
701 NEEDHAM ROAD
DRIPPING SPRINGS, TX 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

THEODORE AND PEGGY MONTGOMERY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK _____, PAGE _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

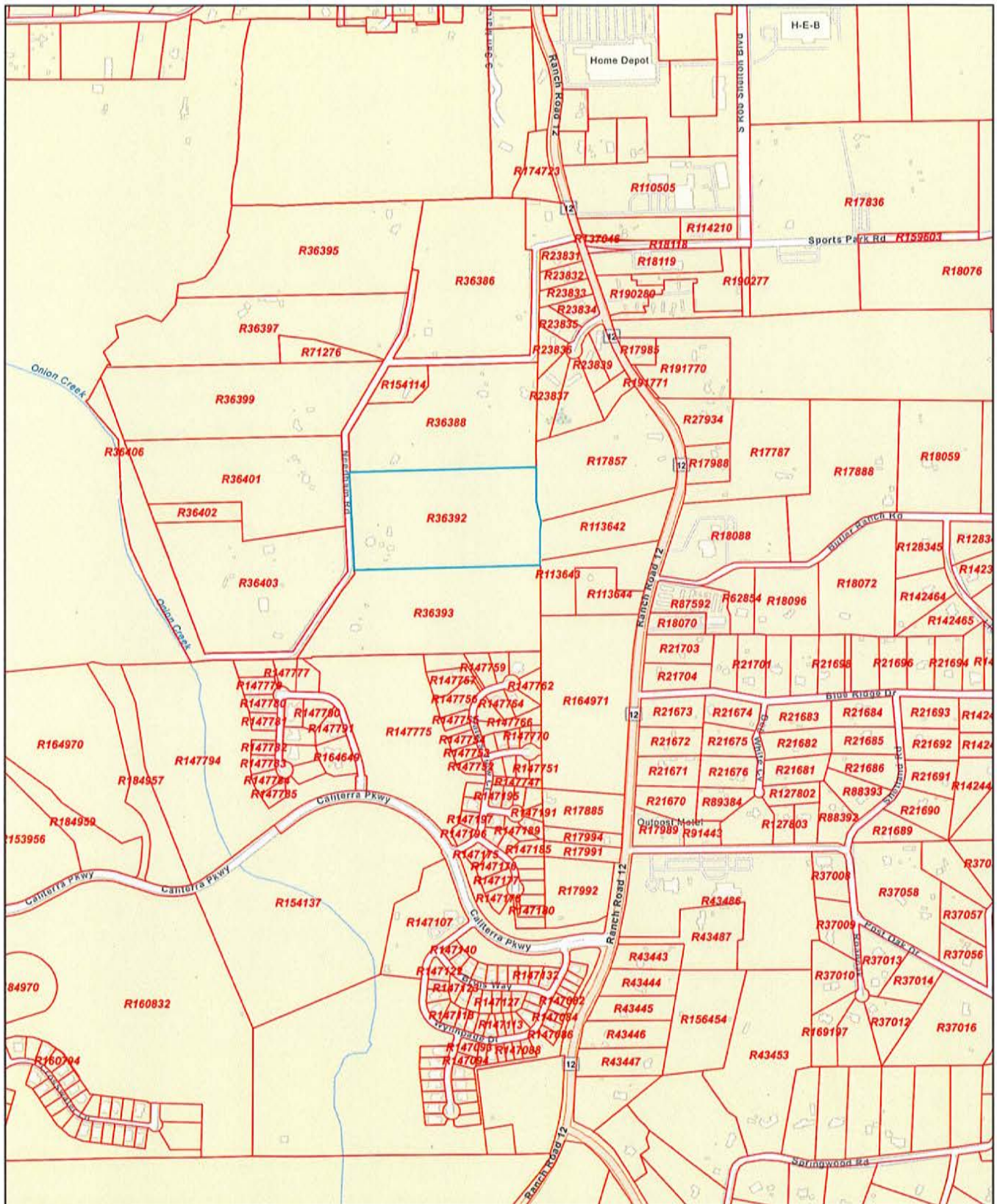
PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

REPLAT OF LOT 3, BEULAH MARIE
NEEDHAM ESTATE
HAYS COUNTY, TEXAS

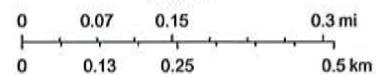
Hays CAD Web Map



4/5/2023, 1:25:49 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 Agenda Request

Meeting Date: April 25th, 2023

Requested By: Marcus Pacheco, County Planner

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2166-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Beulah Marie Needham Estates, Lot 3, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Beulah Marie Needham Estates, Lot 3, Replat is a proposed subdivision plat located off RR 12 in Dripping Springs and Precinct 4.
- B) The proposed replat will establish 2 lots across 21.49 acres.
- C) Water utility will be accomplished by individual private wells. Wastewater utility will be accomplished by on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review for the Beulah Marie Needham Estates, Lot 3, Replat pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The items remaining are to hold the public hearing, followed by discussion and possible action on the final determination for the Replat.

The application has no variances requested.

Staff recommends Approval with Conditions for Beulah Marie Needham Estates, Lot 3, Replat. The deficiencies remaining have been included in the backup.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat

Application Review Comments Letter



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Review Comment Letter

Owner Information:

Date: 4/12/2023

Montgomery Revocable Living Trust (Theodore (Ted)
Montgomery c/o Tim Montgomery)

Project ID: PLN-2166-PC

701 Needham Road, Dripping Springs TX 78620

Application Type: Replat / Revision (1445)

timmon68@gmail.com

Application Status: Completeness Check

To whom it may concern,

Hays County staff has reviewed the above Application and determined the Application to be incomplete. In accordance with Texas Local Government Code, Chapter 232, all comments/deficiencies are outlined below. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the [MyGovernmentOnline](#) Customer Portal.

9-1-1 Street Name Review

1. 911 Technical review approved 3/20/2023

Digital Data Review

1. Digital Data Technical Review is approved as of 03/23/2023.

Floodplain Technical Review

1. The Zone A floodplain should be labeled Hays County Best Available floodplain. The Floodplain Easement should be labeled Drainage easement.

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

1. **Per Chapter 721.5.05(b) of the Hays County Development Regulations;** Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.
2. **Per Chapter 705.5.04(h) of the Hays County Development Regulations;** Please revise plat note #5 to state that the subdivision lies within the Edwards Aquifer Contributing Zone and none of the subdivision lies within the Edwards Aquifer Recharge Zone.
3. **Per Chapter 705.8.04(d) of the Hays County Development Regulations;** Please add the following as a plat note:
"Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat."
4. **Per Chapter 705.5.01(i) of the Hays County Development Regulations;** Please list the names of the property owners that are contiguous to the subject property.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Efren Chavez

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2090-NP; Discussion and possible action regarding the Hays Commons Subdivision, Preliminary Plan. **SMITH/PACHECO**

Summary

Hays Commons, Preliminary Plan is a proposed subdivision consisting of approximately 20 single family residential lots, 2 multifamily/condominium lots consisting of approximately 258 units, 3 parkland/open space lots, 3 utility lots, and 1 commercial lot. The site is located off of FM 1626 and Carpenter Lane in Manchaca and Precinct 4. Water utility will be provided by a Municipal Utility District and Wastewater utility will be provided by a Municipal Utility District and Individual On-Site Sewage Facilities.

Attachments

Hays Commons Prelim Plan
Appvd w/ Conditions Letter
Cover Letter

HAYS COMMONS PRELIMINARY PLAT

S.H. 45 & F.M. 1626

SHEET NO.

DESCRIPTION

1	TITLE PAGE
2	PRELIMINARY PLAN (INDEX)
3	PRELIMINARY PLAN (SHEET 1)
4	PRELIMINARY PLAN (SHEET 2)
5	PRELIMINARY PLAN (SHEET 3)
6	PRELIMINARY PLAN (SHEET 4)

I, BRIAN F. ALTESEK, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL #280001BAP, #48290C014SF, and #48290C026SF, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND SHALL BE CONTAINED WITHIN THE RIGHTS OF WAY, OPEN SPACE, AND DRAINAGE EASEMENT LOTS, AND DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

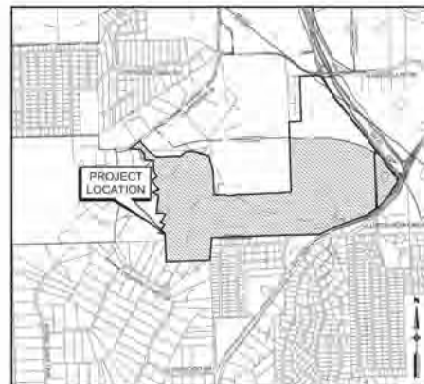


DATE 10/2023
LICENSED PROFESSIONAL ENGINEER DATE

REVIEWED BY:

DATE

DATE



LOCATION MAP
SCALE: N.T.S.

SUBMITTAL DATE: JANUARY 6, 2023

LEGAL DESCRIPTION

TRACT 1
BEING A PORTION OF THAT CERTAIN 25.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF JOHN G. MCCOBBE SURVEY NO. 8, SITUATED IN TRAVIS AND HAYS COUNTIES, TEXAS, AND THE PHILLIP J. ALLEN SURVEY NO. 8, SITUATED IN HAYS COUNTY, TEXAS, WHICH INCLUDES THAT CERTAIN 1.667 ACRE TRING (S) OF LAND, MORE OR LESS, OUT OF JOHN G. MCCOBBE SURVEY NO. 8, SITUATED IN HAYS COUNTY, TEXAS.

TRACT 2
BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.000 ACRES, MORE OR LESS, SITUATED IN THE JOHN G. MCCOBBE SURVEY NO. 8, ABSTRACT NO. 1/2, HAYS COUNTY, TEXAS.

OWNER:
HAYS COMMONS LAND INVESTMENTS LP
8111 JULYVILLE RD STE 111
AUSTIN, TX 78759
CONTACT PERSON: JACQUELYNNE P. E.
PHONE: (512) 477-3466

ENGINEER:
LJA ENGINEERING INC.
P.O. BOX 100
P.O. BOX 100 BULEVARD
BUILDING 1100
AUSTIN, TEXAS 78759
CONTACT PERSON: BRIAN F. ALTESEK, P.E.
PHONE: (512) 499-4779
FAX: (512) 499-4776

REGISTERED:
CHAPMAN, PROFESSIONAL LAND SURVEYING INC.
25 P.L.S. FIRM REG. NO. 1010500
3008 MCCALL LANE
AUSTIN, TX 78754
CONTACT PERSON: STEPHEN L. BERKELEY, P.L.S.
PHONE: (512) 653-1026

LAND USE SUMMARY			
LAND USE	ACRE	# OF LOTS	% OF PROJECT
SINGLE FAMILY	21.52	20	8.1%
RAVINE/OPEN SPACE	139.07	3	48.1%
MULTI-FAMILY/CONDO	87.57	2	30.2%
UTILITY	15.53	3	5.4%
COMMERCIAL	13.48	1	4.8%
ROW	10.01	1	3.5%
TOTAL	290.14	29	100.0%

HAYS COUNTY LOT SIZE LIST	
NO.	NO.
> 10 ACRES	4
5 TO 10 ACRES	2
2 TO 5 ACRES	1
1 TO 2 ACRES	21
< 1 ACRES	1
TOTAL LOT NO.	29

NOTES:

- THIS PLAT IS LOCATED ENTIRELY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HAYS.
- A PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE RECHARGE ZONE AND TRANSITION ZONE OF THE EDWARDS AQUIFER.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- A PORTION OF THE PLAT LIES WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48290C014SF, #48290C026SF, and #48290C026SF, EFFECTIVE DATE OF SEPTEMBER 2, 2005, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, HAYS COUNTY, TEXAS.
- WATER SERVICE WILL BE PROVIDED BY PROPOSED MUNICIPAL UTILITY DISTRICT.
- WASTEWATER SERVICE WILL BE PROVIDED BY PROPOSED MUNICIPAL UTILITY DISTRICT.
- ELECTRIC SERVICE SHALL BE SUPPLIED BY FIDELITY ELECTRIC COOPERATIVE.
- TELEPHONE SERVICE SHALL BE SUPPLIED BY VERIZON OR AT&T.
- ORGANIZED GAS UTILITY SERVICE WILL BE PROVIDED BY TXGAS.
- BUILDING SETBACKS SHALL COMPLY WITH CITY ORDINANCES OR THE DEVELOPMENT AGREEMENT, WHICHEVER IS APPLICABLE.
- PUBLIC UTILITY EASEMENT OF 10 FEET SHALL BE LOCATED ON BOTH SIDES OF DEDICATED RIGHT-OF-WAYS.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF HAYS AND HAYS COUNTY REQUIREMENTS IN CONFORMANCE WITH THE DEVELOPMENT AGREEMENT AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.

STREET NAME	LINEAR FOOTAGE	R.O.W.	CLASSIFICATION
HUBBARD LANE	1036 L.F.	(80')	RESIDENTIAL COLLECTOR
WHEELER WAY	1518 L.F.	(80')	RESIDENTIAL COLLECTOR
DENTON DRIVE	1650 L.F.	(70')	RURAL COLLECTOR
KINCAID COURT	2950 L.F.	(80')	RURAL LOCAL

TOTAL: 8854 L.F.

- THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF HAYS REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
- DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH HAYS COUNTY REQUIREMENTS OR AS APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
- THE MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION POND AND WATER QUALITY STRUCTURES. THE PROPOSED MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER SYSTEM LOCATED WITHIN THIS SUBDIVISION.
- THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT, OR ITS SUCCESSORS.
- POST DEVELOPED CONDITION RUNOFF RATE SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES PER HAYS COUNTY REGULATIONS. 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 STANDARDS.
- 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 DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS AS SET FORTH IN TABLE 721.01 OF THE HAYS COUNTY SUBDIVISION REQUIREMENTS.
- IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TX, IT IS UNDERSTOOD THAT THE CONSTRUCTION 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, TX. THE COMMISSIONERS COURT OF HAYS COUNTY, TX, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
- THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT DOCUMENT BETWEEN THE CITY OF HAYS AND LUKES INC. A TEXAS CORPORATION DBA WALTERS SOUTHWEST.
- MAIL BOXES PLACED WITHIN THE R.O.W. SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATION CHAPTER 221, SUBCHAPTER 2.01.
- THE PROJECT IS LOCATED WITHIN HAYS COUNTY ESD NO. 2 AND 8.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

REVISIONS / CORRECTIONS

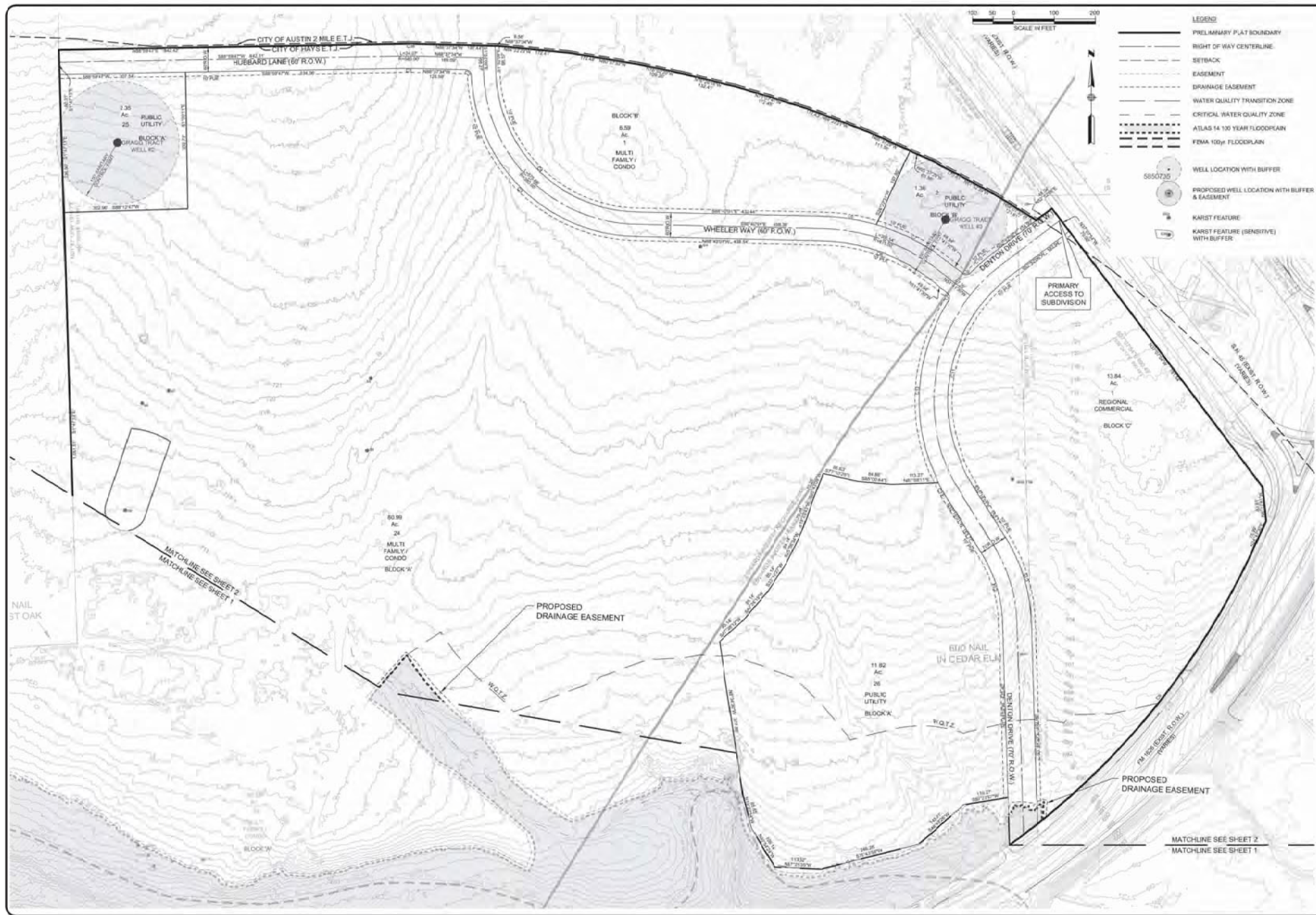
Number	Description	Revised By (Initials) Date	Total # Revisions in Plan Set	D.S. Approval Date	Date Revised	Hays County Approval Date

LJA Engineering, Inc.

7500 Riato Boulevard
Building II, Suite 100
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

LJA Engineering, Inc. 10000 Highway 17, Suite 100, Austin, Texas 78751
 Phone: (512) 425-4100 Fax: (512) 425-4101
 Email: info@lja.com Website: www.lja.com
 Project: 10000 Highway 17, Suite 100, Austin, Texas 78751
 Date: 10/1/2010
 Drawn: JLA
 Checked: JLA
 Approved: JLA
 Title: PRELIMINARY PLAT



HAYS COMMONS
 PRELIMINARY PLAT
 PRELIMINARY PLAT (SHEET 1)

NO.	DATE	REVISIONS
1	10/1/2010	PRELIMINARY PLAT

LJA Engineering, Inc.

Professional Engineer - Building

State of Texas

License No. 10000

Exp. Date 12/31/2011

JOB NUMBER:
 10000

SHEET NO.:
3



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved with Conditions

Owner Information:

Hays Commons Land Investments, L.P. (Charles Hughes)

9111 Jollyville Road, Austin TX 78759

chughes@mymilestone.com

Date: 4/4/2023

Project ID: PLN-2090-NP

Application Type: New Subdivision (1445)

Application Status: Approved with Conditions

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Approved with Conditions. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the [MyGovernmentOnline](#) Customer Portal.

9-1-1 Street Name Review

1. Technical review is complete as of 03/22/2023.

Digital Data Review

1. The digital data is denied due to the following:
 - Need to add roadway name annotation.
 - Need to add closed polygons and/or polylines representing the FEMA Effective Floodplain and the Hays County Best Available Floodplain. Identify each floodplain (either with annotation or by putting the linework in an appropriately-named layer).
 - Need to add closed polygon and/or polyline for drainage easement. Identify with annotation.You can find our most up-to-date Digital Data Submission Standards here: <https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

On-Site Sewage Facility (OSSF) Review

1. Plat Note Number 6 indicates wastewater to be served by proposed municipal utility district. The Engineering Report dated 8-29-2022 does not indicate any wastewater lines serving Lots 1-4, 6-12, & 14-22. Since these lots will be served by individual On-Site Sewage Systems, that plat note must be omitted. Additionally, a Facility Plan is required per 30 TAC 285.4. The lots served by individual On-Site Sewage Systems do not meet Hays County minimum lot size requirements. The lots must be larger or reconfigured.

Planning Review

1. Per Hays County Development Regulations, Chapter 705.2.01, condominium style developments shall comply in all respects with these regulations. The following information will be required to be shown on the preliminary plan:
 - Approximate acreage and dimensions of each Unit to be created within the proposed Condo Lots.
2. Per Hays County Development Regulations, Chapter 705.5.01(M) - Please note the location of the subdivision in relation to the applicable Groundwater Conservation District
3. Please revise plat note 16, Driveways located off of SH 45 and FM 1626 will need to be designed and approved by TxDOT.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

4. There appears to be a lot located between Lots 17 and 18 Block A. Can you confirm or deny that is a lot?
5. There are mentions of a Development Agreement noted on this preliminary plat. Hays County has not entered into any agreement for this development. All Development Regulation requirements will need to be met.
6. Subdivision plan review fees need to be paid. This is dependent on the total number of lots and units to be depicted on the preliminary plan.
7. Per Hays County Development Regulations, Chapter 715.5.3.02 and 715.3.07, please supply water availability information for the planned municipal utility district. Including those items under 3.02 as well as a detailed description of the proposed district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district.

Transportation Review

1. Per Hays County Development regulations, chapter 725.3.01, please submit a revised drainage report to include 5 year events, and clarify the discrepancy between the point of study A for the existing and proposed calculations in Table 5 & 6, and the drainage area maps.
2. Per Hays County Development regulations chapter 705.5.03, submit a roadway design report prepared in accordance with Chapter 721, unless exempted pursuant to Chapter 721. The report shall include a statement of compliance with Hays County, AASHTO, ADA, and 2018 IFC requirements.
3. Per Hays County Development regulations chapter 705.5.03, submit a traffic impact analysis, in compliance with chapter 721.6.03.
4. Per Hays County Development regulations chapter 705.5.03, revise the list of roadways, utilizing Hays County classifications.
5. Per Hays County Fire Code, add a "T" end or Cul de Sac at the terminus of stub streets that exceed the allowable distance of 150' for a dead-end street from an intersection. Denton Drive and Hubbard Lane currently exceed the allowable.

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,

Marcus Pacheco

Planning Division

Hays County Development Services



Hays County Commissioners Court Agenda Request

Meeting Date: April 25th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Marcus Pacheco, Director

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2090-NP; Discussion and possible action regarding the Hays Commons Subdivision, Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hays Commons, Preliminary Plan is a proposed subdivision consisting of approximately 20 single family residential lots, 2 multifamily/condominium lots consisting of approximately 258 units, 3 parkland/open space lots, 3 utility lots, and 1 commercial lot . The site is located off of FM 1626 and Carpenter Lane in Manchaca and Precinct 4.
- B) Water utility will be provided by a Municipal Utility District and Wastewater utility will be provided by a Municipal Utility District and Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has completed review of the Preliminary Plan pursuant to Texas Local Government Code Chapter 232 and per the Hays County Development Regulations as set forth. The item remaining is action on the determination for the Preliminary Plan.

Staff recommends Approval with Conditions for the Hays Commons, Preliminary Plan. The deficiencies remaining have been included in the backup.

ATTACHMENTS/EXHIBITS:

Subdivision Preliminary Plan

Hays County Approved with Conditions Letter



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

Agenda Item

Hold a public hearing, followed by discussion and possible action to 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 Est Regulations Draft

HAYS COUNTY DEVELOPMENT SERVICES

FOOD ESTABLISHMENT REGULATIONS

AN ORDER ADOPTING 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, temporary food establishments, 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 228, and Chapter 229 regarding the regulation of food establishments in this jurisdiction.

Definitions

1. The term “Health Official” means the authorized representative of the Hays County Development Services Department.
2. The term "Regulatory Authority" means the Hays County Development Services Department.
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 County entered into an inter-local cooperation agreement for the inspection of food establishments within that City’s incorporated limits.
4. The term "State Laws and Rules" 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 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, 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.
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.

Section 2. Permits and Exemptions

A person may not operate a food establishment without a permit issued by the regulatory authority. Permits may be

transferrable from one owner to another. Permits are non-transferable 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. 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 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 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 application, supporting documents and the associated fee to the regulatory authority. 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.

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

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. The plans and specifications shall include but not be limited to, 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, remodeling, 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. The owner/proprietor of a food establishment may request a re-inspection from the regulatory authority. Re-inspections will be at the discretion of the regulatory authority and will be an unscheduled inspection.
2. **Access.** The 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 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.

3. **Report of inspection.** Whenever an inspection of a food establishment is made, the findings shall be recorded on the inspection report form. The inspection report form shall summarize the requirements of these rules. Any violations observed during the inspection will be documented with both the violation observed and any corrective actions that are required to remedy the violation. 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.
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.
 - c. 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.

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.

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: May 1, 2023

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



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to amend the Development Services Fee Schedule. **BECERRA/PACHECO**

Summary

The proposed amendments to the Development Services Fee Schedule are as follows:

Fee Increases - the proposed fee increases align our current fees with other jurisdictions associated review costs and updated policies. Increased fees become effective for all applications submitted on or after May 1, 2023.

- Food Establishment Permits
- Food Establishment Re-Inspection Fee (increase from \$100 to \$150)

New Fees - the proposed new fees are in response to updated policies and procedures in the Development Services Department. New fees will become effective on May 1, 2023.

- Food Establishment Permits
- Food Establishment Permit Renewal Application & Review (\$250)
- Food Establishment Late Renewal (\$250 Renewal + \$250 Fine)
- Temporary Event Food Permit (\$50)
- Farmers Market Individual Vendor Permit (\$200 Annually)
- Yard Egg Producer Permit (\$50 Annually)
- Food Establishment Non-Routine Inspection Fee (\$150)
- Permit Application Rush Review Fee (\$500)
- Change of Ownership Form (\$100)
- Additional Document Review / Revisions (\$150)









Attachments

2023 Fee Schedule Update

Permitting Fee Schedule Hays County, Texas

Revised January 2022

No paper applications or documents will be accepted. All applications must be completed online at www.MyGovernmentOnline.org. Documents can be uploaded to the application or the individual permit. Paper applications or documents will not be accepted or processed.

Floodplain Permits		
	Development - Outside Special Flood Hazard Area (Outside Floodplain)	\$100 "Class A" (Habitable or Non-Habitable Structure)
	Development - Inside Special Flood Hazard Area (Inside Floodplain)	\$300 "Class B" (Habitable Structure)
	<i>Including but not limited to, man made changes to the landscape, improvements, structures, dredging, filling, grading, excavation, or storage of equipment or materials</i>	\$300 "Class C" (Non-Habitable Structure)
	Development Without a Permit Fine (Inside Floodplain)	\$600
	Floodplain Determination Request	\$30
On-Site Sewage Facility (OSSF) Permits		
	On-Site Sewage Facility (OSSF) Permit Application	\$610 Single Family Residence*
		\$910 Non-Single Family Residence*
	Reinspection Fee / Tie-In Inspection	\$150
	Design Resubmission	\$150
	Minor System Alteration	\$310*
	<i>Includes but not limited to, sprayhead relocation, distribution line replacement, lift station addition, pump tank replacement</i>	
	Major System Alteration	\$510*
	<i>Includes but not limited to, conversion from spray to drip, aerobic treatment unit replacement)</i>	
	On-Site Sewage Facility Maintenance Contract Late Fee	\$50
On-Site Sewage Facility Renewal Fee	\$600 (Single Family Residence) or \$900 (Non-Single Family Residence)	
<i>Must include a letter from designer stating no changes have/will be made to original design. Any changes to the design will require a new application, documents, and fee(s).</i>		
*On-Site Sewage Facility State Fee (TCEQ OSSF Grant Program Fee)	\$10	
<i>Fee applied to all OSSF Applications, including but not limited to, new / alteration system applications</i>		
Food Establishment Permits		
	Food Establishment Permit Application (1-15 Employees)	\$200
	Food Establishment Permit Application (16+ Employees)	\$300
	New Establishment Permit Application Review Fee	1/2 of Permit Fee
	Food Establishment Permit Renewal Application & Review	\$250
	Food Establishment Late Renewal (\$250 Renewal + \$250 Fine)	\$500
	<i>Applied to all renewals received on or after February 1st</i>	
	Temporary Event Food Permit	\$50
	<i>Expires 14 calendar days after issuance & valid for a single event</i>	
	Farmers Market Individual Vendor Permit	\$200 Annually
	<i>Expires on Dec. 31st of each year. Includes all farmers markets inside of Hays County's jurisdiction.</i>	
	Yard Egg Producer Permit	\$50 Annually
	Food Establishment Non-Routine Inspection Fee	\$150
	<i>Non-Routine Inspection: Any inspection other than initial pre-operational, routine, initial follow-up, or complaint</i>	
	Permit Application Rush Review Fee	\$500
<i>Fee to be applied in addition to permit/permit review fee. Application review will be prioritized.</i>		
Change of Ownership Form	\$100	
Additional Document Review / Revisions	\$150	
<i>Including but not limited to, Renovations, Additions, HACCP Plans, New Floorplan, and Construction Plans.</i>		
Planning / Subdivision		
	Subdivision Plat / Plan Submittal	\$500 + \$450 per lot
	<i>With Floodplain</i>	Submittal fee plus \$300
	Subdivision Plat / Plan Submittal with 2 lots or less	\$500 + \$150 per lot
	<i>With Floodplain</i>	Submittal fee plus \$300
	Condominium Regime Plat Submittal	\$500 + \$450 per unit, lot, or space
	<i>With Floodplain</i>	Submittal fee plus \$300
	Revised plat and cancellation	\$200 + \$100 per lot or unit
	Subdivision Plat / Plan Review Fee	\$100 (Non-Refundable)
	Plat Submittal under 1445 Interlocal Agreement	\$370 per lot or unit
	<i>Interlocal Fees apply to following cities: Buda, Dripping Springs, Kyle, San Marcos, Umland, Wimberley, and Woodcreek</i>	
	Release of easement	\$100
	Flood study review	based on actual cost of review
Public notification for plat revision or cancellation	\$100 plus actual cost of notification	
<i>Includes certified mail and newspaper announcement</i>		
GIS / Mapping		
	Technical Services	\$ 30/Hour
	<i>Compile existing data into printed map, Print saved map file, New data research, Data conversion or reformatting, Report generation, Scanning or digitizing</i>	
	Professional Services	\$ 50/Hour
	<i>Create new data, Statistical analysis, Programming, GPS field data collection</i>	
	Printed 8½x11 Map**	\$0.50
	Printed 11x17 Map**	\$1.00
	Printed 24x36 Map**	\$17.25
	Printed 42x48 Map**	\$40
<i>*Cost of printed maps are in addition to service fees and does not include tax.</i>		
<i>*Maps larger than 11x17 are based on approximately \$0.02 per square inch.</i>		
Health Inspection		
	Day Care Inspection	\$100
	Foster Care Inspection	\$25
Misc. Fees		
	Variance Request - per request type	
	Type I - Administrative Variance	\$100
	Type II - Commissioners Court Determination	\$500
Driveway / Utility Permits		
	Driveway Permit	\$50
	Driveway Construction Without a Permit Fine	\$75
	<i>Includes - \$50 Permit & \$25 Fine</i>	
	Utility Permit (ROW - Overhead)	\$50
	Utility Permit (ROW - Trench / Road Cut)	\$125
Payments can be made online at www.certifiedpayments.net		
Any payment returned by the bank for Non-Sufficient Funds (NSF) might be subject to a \$30 "NSF Fee".		



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a proposal from The Fence Lady Inc. for the repairs and awning replacements to the shade structures at 5 Mile Dam in the amount of \$38,275.00 and amend the budget accordingly. SHELL/T.CRUMLEY

Summary:

There are currently three shade structures at 5 Mile Dam. They are all missing their fabric triangular awning shades (two each for a total of six), and one shade structure is missing an 8" steel post. Building Maintenance has secured three quotes and would like to contract with The Fence Lady Inc. under Choice Partners Contract #23/016MR-31 for these repairs and awning replacements to the shade structures. Building maintenance also secured two additional quotes as requested.

Fiscal Impact:

Amount Requested:\$38,275.00

Line Item Number: 150-757-97-041.5719_700

Budget Office:

Source of Funds: 2007 Voter Approved Park Bond Funds (issued in 2011)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$38,275 - Increase Misc. Capital Equipment 150-757-97-041.5719_700

(\$38,275) - Decrease Misc. Capital Improvements 150-757-97-041.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Choice Partners Contract #23/016MR-31

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Sullivan Contracting Quote

Basic IDIQ Quote

The Fence Lady Quote



Quote: 1623020 / Date: 1/19/2023
Project Number: 1623020

Customer

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

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

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

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: Five Mile Dam Tension Awnings

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

- Install 8" column where column is missing (Column figured to be reattached to existing concrete footing, additional pricing may be needed if new footing is needed)
- Paint new column to match existing
- Provide and install 6 new shade panels to attach to columns (No adjustments to existing columns figured)
- Seams on panels will be sewn with Solarfix UV lifetime thread (Color to be determined by owner)
- Clean mess generated by construction

Excluded(-)

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

Notes



Quote: 1623020 / Date: 1/19/2023
Project Number: 1623020

Summary

Subtotal	\$ 39,974.07
Taxes	\$ 0.00

\$ 39,974.07

Accepted By

Date

.....



April 5, 2023

Hays County

Attention: Chris Deichmann

Reference: San Marcos Five Mile Dam Canopy Installation

Subject: Price Proposal
Buyboard #581-19

Dear Mr. Deichmann,

Basic IDIQ Inc. is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to hearing from you in the near future. Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nikolaus Mitchell', with a stylized flourish at the end.

Nikolaus Mitchell
Project Manager
Basic IDIQ, Inc
832-334-6692
nmitchell@basicidiq.com

Attachments:
Scope of Work
Estimate
Cost Summary

SCOPE OF WORK
Hays County
Five Mile Dam Park Canopy Installation
4/5/23

GENERAL:

This project provides for the renovations at the San Marcos Five Mile Dam Park.

1.0 SCOPE OF WORK:

In accordance with this scope of work and provided drawings, all labor, materials, supervision, equipment, insurance, taxes, overhead, and all other things or services necessary to furnish and install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 Canopy Installation

1.1.1 Excavation/Demo:

Work includes but is not limited to the following:

- 1) Excavate to expose existing footings and anchor bolts
- 2) Spread removed soil around grass area

1.1.2 Installation:

Work includes but is not limited to the following:

- 1) If existing anchor bolts and footings are viable, install new 8" steel support column. Powder coat to match existing poles
- 2) Install three (6) new triangle sail shades. To match existing layout in photo provided
- 3) Clean area after work is complete
- 4) **Stamped engineered drawings can be provided for \$3,500 per structure**

2.0 DRAWINGS AND SPECIFICATIONS:

Photo provided via email from Chris Deichmann on 2/8/23 at 11:21 a.m.

2.1 DRAWING AND SKETCHES:

Photo provided via email from Chris Deichmann on 2/8/23 at 11:21 a.m.

2.2 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Type	Description	Type	Description
A	Shop Drawings	<u>G</u>	Application Instructions
B	Manufacturer's Catalog Cuts/Data	H	Operations & Maintenance (O&M) Manuals
C	Certificate/Certification	I	Color Samples
D	Performance Test Reports	J	Red Line Drawings
E	Sample of Testing		
F	Notification of Sample Availability		

3.2 PROJECT SUBMITTAL REQUIREMENTS:

Required Submittal	Quantity	Due Date	Type
Shade Color	1		I

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (2) working day(s) notice for proper outage coordination.
- 4.2 Normal working hours for this project is 0700 to 1700. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ, Inc. Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.8 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No "hold points" are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.9 Owner property will be properly protected from damage by construction activities.
- 4.1.2 Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ, Inc.

5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Anything not specifically stated in this SOW.
- 2) Abatement or remediation of any kind.
- 3) Electrical, HVAC, life systems or plumbing of any kind.
- 4) Additional repairs to any other part of the park not in this SOW.
- 5) 3rd party inspections.
- 6) Removal of any trees or foliage.
- 7) Install or maintenance of sod or foliage of any kind.
- 8) Repair or modification of existing poles.
- 9) Installing of new footing if existing footing is not viable.

CostWorks 2023 - Hays County Canopy Installation												
Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P	Zip Code Prefix	Type	Release	Note
1.000	05122 305 9000	Canopy framing, structural steel, shop fabricated, minimum labor/equipment charge	Job	0.00	355.00	0.00	355.00	570.00	786	R and R	2023	New column
4,800.000	13312 350 0200	Tension structure, rigid steel/aluminum frame, vinyl coated polyester fabric shell, 60' clear span, 6,000 SF, excl. foundations or floors	SF Flr.	64,800.00	8,304.00	1,584.00	74,688.00	86,160.00	786	R and R	2023	Fabric for canopies
Totals				\$64,800.00	\$8,659.00	\$1,584.00	\$75,043.00	\$86,730.00				

Hays County
Five Mile Dam Park Canopy Installation
Buyboard #581-19



Means Based Pricing (Modified by City Cost Index)	86,730.00
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Bid Coefficient (Means Based Pricing Only)	0.8100	(16,478.70)
	Subtotal	<u>70,251.30</u>

Non Pre-Priced Items:

0.00

Overhead
Profit

0.00

Subtotal - Non Pre-priced

0.00

Subtotal 70,251.30

One-Time Discount

(7,000.00)

Subtotal 63,251.30

Payment and Performance Bonds

1,581.28

Final Total

64,832.58

Approved By: _____

Estimated By: Nikolaus Mitchell - Project Manager

TFL INC.

THE FENCE LADY

104 KENDALL RIDGE
BOERNE, TX 78015

Estimate

Date	Estimate #
4/5/2023	1961

Name / Address

Hays County
Shade Structures 5MD
712 S Stagecoach Trail
San Marcos, TX 78666

		P.O. No.		Project		
Item	Description	Qty	Amount	Cost	Markup	Total
general co...	SOW for Hays County Shade Structures at Five Mile Damn: - There are three existing shade structures that have no shades on the walkaway to the concession building at 5MD - each structure receives 2- 29' x39' x39' fabric triangular shades for a total of six sails - on of the shade structures is missing an 8" steel post - price includes fabrication, purchase and installation of structural post and sail fitting to reattach all six triangular shade sails Note: pricing reflects the deduction of existing structure in place currently that are in good enough shape to accept new shades.	0.96	38,897.35	37,341.46		37,341.46
BOND	Bond Expense	0.025	37,341.46	933.54		933.54
Choice Partners Contract # 23/016MR-31				Total		
				\$38,275.00		

Signature _____

Phone #

830-822-1822

E-mail

RDEAN1473@AOL.COM

Web Site

www.thefencelady.com



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to adopt an election precinct boundary change. **SMITH/DOINOFF**

Summary

Pursuant to Texas Election Codes 42.005, 42.006, & 42.031 the Commissioners Court is required to review county election precinct boundaries in the month of April of odd-numbered years to determine compliance with voter registration laws. The Election Administrator's Office is recommending a change to the following precinct boundary due to potential development in the area to ensure that the precincts amount of registered voters does not exceed 5,000.

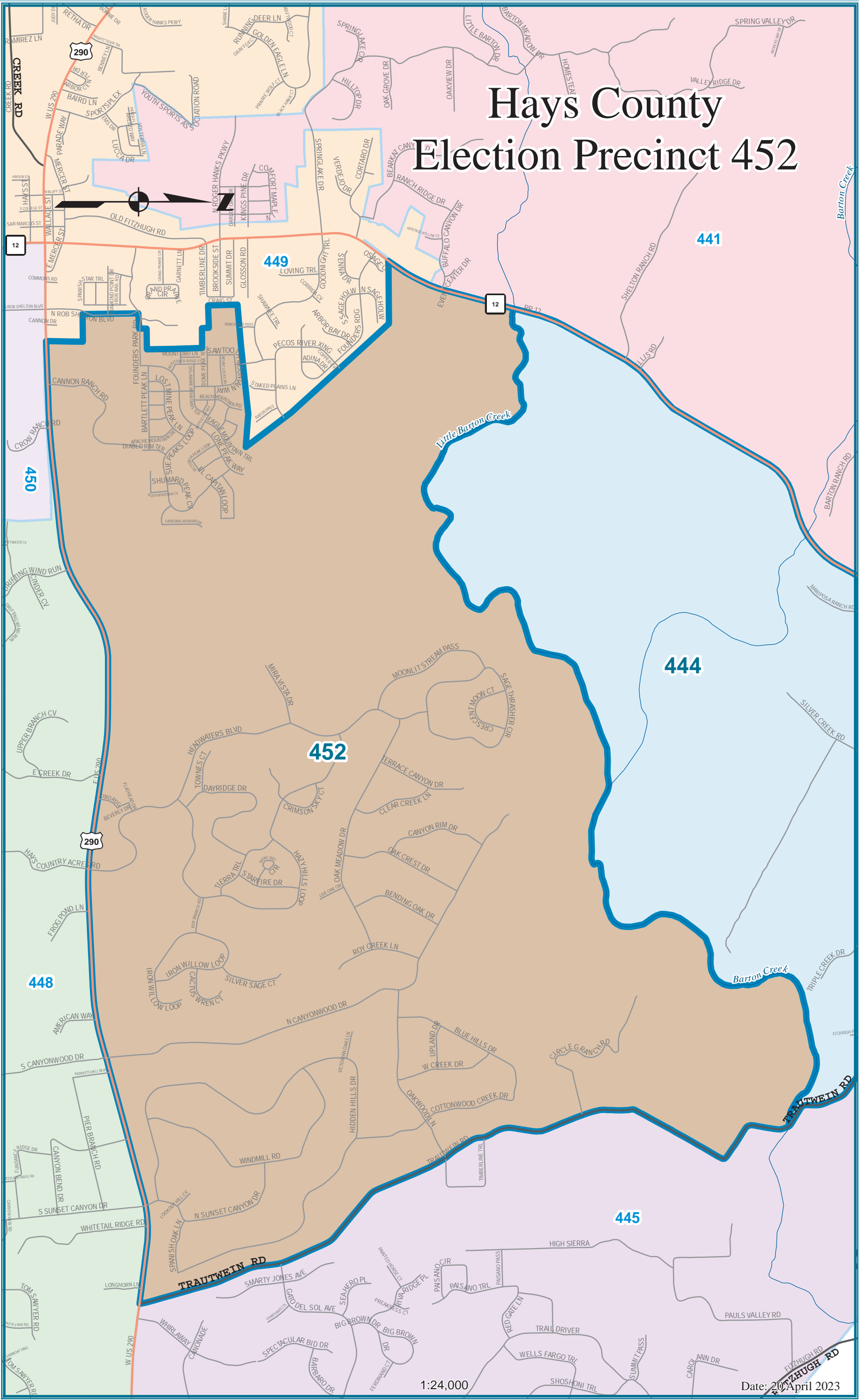
PCT 444 - 3,926 (175 Suspense)

Attachments

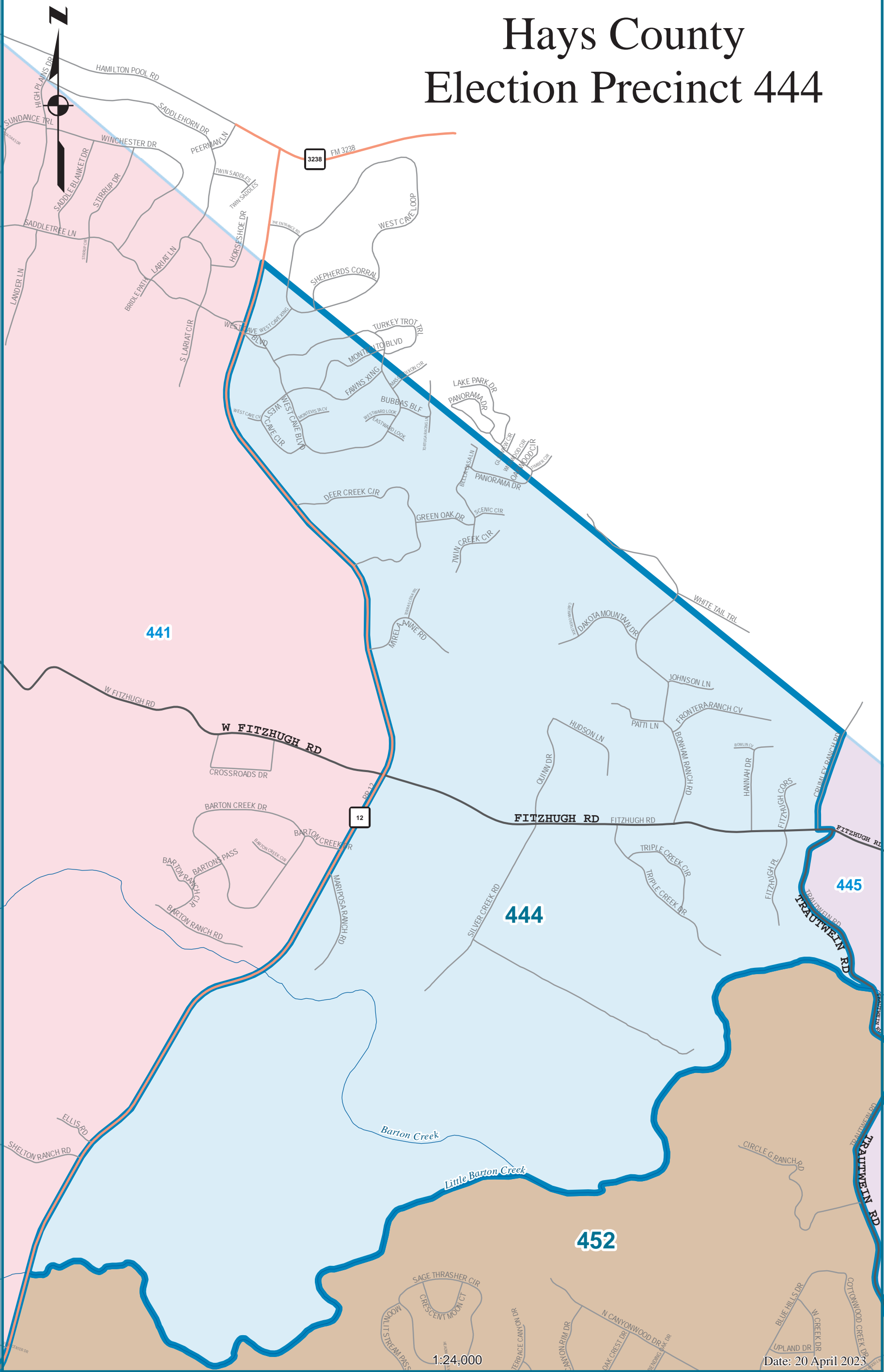
Precinct 452

Precinct 444

Hays County Election Precinct 452



Hays County Election Precinct 444





Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize addition of general and law enforcement liability coverage on three newly purchased unmanned aircraft at an additional premium rate of \$2,311.00 annually. **BECERRA/MILLER**

Summary:

Discussion and possible action to authorize addition of general and law enforcement liability coverage on three newly purchased unmanned aircraft. Additional premium rate of \$2,311.

Fiscal Impact:

Amount Requested: \$2,311

Line Item Number: 001-645.00.5340

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Addition to Texas Association of Counties Risk Management Pool

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

New Revenue Y/N?: N/A

Comments:

Attachments

TAC Property Invoice/Policy 3 drones



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

INVOICE

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: May 12, 2023

Invoice #: 40414

Coverage #: CAS-1050-20221115-1

Contribution for the coverage below is now due.

Coverage Period: November 15, 2022 - November 15, 2023

Member Number: 1050

Coverage	Invoice Number	Contribution Due
General Liability	NRCN-40414-GL	\$924
Law Enforcement Liability	NRCN-40414-LE	\$1,387
Total Due:		\$2,311

ENDO #9 - ADD UNMANNED AIRCRAFT (3) DJI MAVIC 3 THERMAL DRONE #YZPJ, #21GO, #S6BS

Payment Remittance Form

Invoice Due Date: May 12, 2023

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Number	Contribution Due
NRCN-40414-GL	\$924
NRCN-40414-LE	\$1,387
Total Due:	\$2,311

If the total amount enclosed is not \$2,311, please
use the notes section below to explain:

Amount Enclosed: _____

Please make checks payable to:
Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900

04/12/2023

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution	Effective Date of Amendment	Effective Date of Termination
Bodily Injury Liability - Each Person		\$100,000	\$10,000	\$32,972		
Bodily Injury Liability - Each Accident		\$300,000				
Property Damage Liability - Each Accident		\$100,000				
Included Coverage						
Personal and Advertising Injury Liability		\$100,000 \$300,000	\$10,000	Included		
Per Person						
Per Offense / Aggregate						
Crisis Management		\$100,000	\$10,000	Included		
Employee Benefits Liability		\$500,000	\$1,000	Included		
Garage Keeper's Legal Liability		\$50,000	\$1,000	Included		
Optional Coverage						
Unmanned Aircraft	Number of Unmanned Aircraft: 23	Per Endorsement	\$10,000	Included		
GENERAL LIABILITY CONTRIBUTION				\$32,972		

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$187,185		
Optional Coverage							
District Judge		04/02/2006	Per Endorsement		\$3,744		
Unmanned Aircraft	Number of Unmanned Aircraft: 23	11/15/2016	Per Endorsement		\$16,387		
Covered Law Enforcement Departments or Agency							
Hays County Attorney's Office Hays County Constable's Offices Hays County Employees Of The District Attorney's Office Hays County Juvenile Probation Department Hays County Sheriff's Office Hays County Juvenile Center Hays County Fire Marshal							
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$207,316		

PUBLIC OFFICIALS LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Public Officials Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$102,534		
Privacy or Security Event Liability and Expense Coverage		11/15/2017	\$2,000,000 General Aggregate	\$10,000			
Optional Coverage							
District Judge		11/15/2012	Per Endorsement		\$2,051		
District Attorney		11/15/2012	Per Endorsement		\$2,051		

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

GENERAL LIABILITY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Section I – Coverage A, Part 2. EXCLUSIONS, g. Aircraft, Autos or Watercraft is amended to add subsection (7) as follows:

- (7) Bodily Injury or Property Damage arising out of the operation of an Unmanned Aircraft as scheduled below.

Section I – Coverage B, Part 2. EXCLUSIONS, a. (17) Personal and Advertising Injury is amended to read:

- (17) Arising out of the ownership, maintenance, use or entrustment to others of any Aircraft (except for Unmanned Aircraft, as scheduled below) owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
2018-CSA-2444-COA	0TQDF9SBMBW83U	DJI - TELLO	2018
FA3TR3PH3X	HV9921291191	AUTEL ROBOTICS - EVO II 640 T	2021
FA3XYNLMNM	4GCCJ8RR0A0MVL	DJI - MAVIC 2 ENTERPRISE	2021
FA3R4HHL3H	1581F5BKD225T00B	DJI - MATRICE 30T	
2018-CSA-2444-COA	0TQDF7QBMB2BFM	DJI - TELLO	2018
FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021
2018-CSA-2444-COA	0G0DF9L0240115	DJI - MATRICE 210	2020
FA377NA9P7	01203AB1D000098	LOKI - MK2	2021
FA3C4YTXKC	W13DEK16060229	DJI - INSPIRE	
2018-CSA-2444-COA	230156794057492	SKYDIO - 2	2020
2018CSA2444-COA	17SDG78013V6JZ	DJI - MATRICE 200	2019
FA3LKTRNT3	0TQDF9SBMBJ5B2	DJI - TELLO	
FA3TFWPCPM	1581F5FJD22BGOO	DJI - MAVIC 3 THERMAL DRONE	
FA3TFWWYX9	1581F5FJD22BJO0B	DJI - MAVIC 3 THERMAL DRONE	
2018-CSA-2444-COA	0TQDF9SBMBWCC5	DJI - TELLO	2018
FA3XYNHRLX	4GCCJ7LR0A0LDK	DJI - MAVIC 2 ENTERPRISE	2021
FA34FNYMXC	SM6DGC0010491	DJI - MAVIC ENTERPRISE DUAL	

1. Coverage is provided under this Endorsement only if all of the following conditions are met:
 - a. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - b. Maintenance and use of the Unmanned Aircraft and Unmanned Aircraft System is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this Endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the Unmanned Aircraft is outside the control of the Covered Person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be deemed to have been restored to the control of the Covered Person on the safe return of the Unmanned Aircraft to the Covered Person at an airfield or off-airport location within the Coverage Territory that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this Endorsement:
 - a. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - b. Unmanned Aircraft means the aircraft described in the Schedule for this Endorsement.

Other terms in this Endorsement that are capitalized have the same meaning as the meaning assigned to them in the body of the Coverage Agreement.

1. Coverage is provided under this endorsement only if all of the following conditions are met:
 - A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this endorsement:
 - A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

Hays County - 2022-23 Unmanned Aircraft Schedule

Item Number	Property/Misc Item Type	Year	Description	Make	Model	Serial #	Department	Item Value	Effective Date	Expiration Date
1	Unmanned Aircraft	2016	DJI INSPIRE T601 QUADCOPTER	DJI	INSPIRE T601 QUADCOPTER	W130DA12061371	Sheriff	\$ 16,000.00	11/15/2022	11/15/2023
3	Unmanned Aircraft		DJI INSPIRE	DJI	INSPIRE	W130DE15060229	Sheriff	\$ 2,200.00	11/15/2022	11/15/2023
4	Unmanned Aircraft		DJI MAVIC PRO PLATINUM	DJI	MAVIC PRO PLATINUM	080C8WPT23USM	Sheriff	\$ 1,300.00	11/15/2022	11/15/2023
5	Unmanned Aircraft		DJI MAVIC PRO PLATINUM	DJI	MAVIC PRO PLATINUM	080C8WPT23USJ	Sheriff	\$ 1,300.00	11/15/2022	11/15/2023
6	Unmanned Aircraft		DJI TELLO	DJI	TELLO	0TQDF958MBJ583	Sheriff	\$ 100.00	11/15/2022	11/15/2023
7	Unmanned Aircraft		DJI MAVIC ENTERPRISE DUAL	DJI	MAVIC ENTERPRISE DUAL	5M6DGG00010491	Sheriff	\$ 4,000.00	11/15/2022	11/15/2023
8	Unmanned Aircraft	2015	2019 DJI MATRICE 200	DJI	MATRICE 200	175DK78013V61Z	Sheriff	\$ 7,500.00	11/15/2022	11/15/2023
9	Unmanned Aircraft	2015	2018 DJI TELLO	DJI	TELLO	0TQDF958MBW63U	Sheriff	\$ 110.00	11/15/2022	11/15/2023
10	Unmanned Aircraft	2015	2018 DJI TELLO	DJI	TELLO	0TQDF958MBW63U	Sheriff	\$ 110.00	11/15/2022	11/15/2023
11	Unmanned Aircraft	2018	2018 DJI TELLO	DJI	TELLO	0TQDF958MBW63U	Sheriff	\$ 110.00	11/15/2022	11/15/2023
12	Unmanned Aircraft	2018	2018 DJI TELLO	DJI	TELLO	0TQDF958MBW63U	Sheriff	\$ 110.00	11/15/2022	11/15/2023
13	Unmanned Aircraft	2020	2020 SKYDIO 2	SKYDIO		230156794057492	Sheriff	\$ 1,000.00	11/15/2022	11/15/2023
15	Unmanned Aircraft	2020	2020 DJI MATRICE 210	DJI	MATRICE 210	060DF510240115	Sheriff	\$ 10,000.00	11/15/2022	11/15/2023
16	Unmanned Aircraft	2021	LOKI MK2	LOKI	MK2	01203AB10000010	Sheriff	\$ 8,825.00	11/15/2022	11/15/2023
17	Unmanned Aircraft	2021	LOKI MK2	LOKI	MK2	01203AB10000098	Sheriff	\$ 8,825.00	11/15/2022	11/15/2023
18	Unmanned Aircraft	2021	2021 AUTEL ROBOTICS EVO II 640 T STANDARD	AUTEL ROBOTICS	EVO II 640 T STANDARD	HV9921291157	Sheriff	\$ 6,900.00	11/15/2022	11/15/2023
19	Unmanned Aircraft	2021	2021 AUTEL ROBOTICS EVO II 640 T STANDARD	AUTEL ROBOTICS	EVO II 640 T STANDARD	HV9921291157	Sheriff	\$ 6,900.00	11/15/2022	11/15/2023
20	Unmanned Aircraft	2021	2021 DJI MAVIC 2 ENTERPRISE ADVANCED	DJI	MAVIC 2 ENTERPRISE ADVANCED	46CC08R00ADVL	Sheriff	\$ 7,500.00	11/15/2022	11/15/2023
21	Unmanned Aircraft	2021	2021 DJI MAVIC 2 ENTERPRISE ADVANCED	DJI	MAVIC 2 ENTERPRISE ADVANCED	46CC071R0A0LDC	Sheriff	\$ 7,500.00	11/15/2022	11/15/2023
22	Unmanned Aircraft		DJI MATRICE 30T	DJI	MATRICE 30T	1581F58K0225T008X25Z	Sheriff	\$ 13,299.00	11/15/2022	11/15/2023
23	Unmanned Aircraft		DJI MAVIC 3 THERMAL DRONE	DJI	MAVIC 3 THERMAL DRONE	1581F51D228G00B72P1	Sheriff	\$ 5,498.00	04/04/2023	11/15/2023
24	Unmanned Aircraft		DJI MAVIC 3 THERMAL DRONE	DJI	MAVIC 3 THERMAL DRONE	1581F51D228G00B72P1	Sheriff	\$ 5,498.00	04/04/2023	11/15/2023
25	Unmanned Aircraft		DJI MAVIC 3 THERMAL DRONE	DJI	MAVIC 3 THERMAL DRONE	1581F51D228G00B568S	Sheriff	\$ 5,498.00	04/04/2023	11/15/2023



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.



Hays County Commissioners Court

Date: 04/25/2023

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 Gary P. Hale, Quartermaster of Dripping Springs VFW Post 2933 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: \$5,670.87

Line Item Number: 011-763-99-159.5600_030

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$5,671) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$5,671 - Increase Project Contributions Gary P. Hale Quartermaster of D.S. 011-763-99-159.5600_030

Auditor's Office:

Purchasing Guidelines Followed Y/N?: ARPA Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$5,671 Intergovernmental Revenues from ARPA 2nd tranche

Comments:

Attachments

ARPA Agreement - DS VFW
PW

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and Gary P. Hale, Quartermaster of Dripping Springs VFW Post 2933, (“Beneficiary”), located at PO BOX 216 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 \$5,670.87 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 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 25, 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 11, 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 April 11, 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 04, 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: Gary P. Hale

Owner Title: Quartermaster

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Dripping Springs VFW Post 2933

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111Dripping Springs VFW Post 2933

1	Dripping Springs VFW Post 2933 Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
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1 DRIPPING SPRINGS VFW POST 2933 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Veterans of Foreign Wars (VFW) of the United States is a nonprofit organization comprised of eligible veterans and military service members from the active, guard and reserve forces whose mission is to ensure that veterans are respected and recognized for their service and sacrifice and always receive their earned entitlements. Dripping Springs VFW Post 2933 is a 501(C)(19) where members must be past or present members of the United States Armed Forces.

Dripping Springs VFW Post 2933 meets the 3rd Thursday of every month at Patriots' Hall at 231 Patriots Hall Blvd, off Hwy 290, in Dripping Springs TX 78620.¹

Dripping Springs VFW funds support programs such as the Military Assistance Program (MAP), VFW National Home for Widows and Children, "Wreaths Across America", "Teacher of the Year" and yearly sponsorship of a local Doctor, Firefighter, or Police Officer.

Dripping Springs VFW income sources are member dues, donations, and fundraising events. They also work with the American Legion Post 290 to do the parking concession for the Dripping Springs Founders Day event, with the monies raised being equally shared between the two groups.

In 2020 they were able to raise over \$22,800. But in 2021 COVID-19 group and crowd restrictions prohibited in-person fund raising events and the Dripping Springs Founders Day Festival from being held, reducing their funding by \$9,725.82.

Figure 1: DSVFW Post 2933 – Meeting Location



1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Dripping Springs VFW Trustees' Report of Audit quarterly reports for 2019 (\$16,965.72), 2020 (\$22,830.98) and 2021 (\$13,105.16) document a \$9,725.82 decrease in revenue due to a pandemic-related decrease in contributions and fund raising. Dripping Springs VFW has less than \$50,000 in gross income and is not required to submit Form-990s. VFW Posts are required to produce quarterly audits to the Post Trustee.

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 Dripping Springs VFW's financial hardship from the revenue loss. Through a grant of \$5,670.87 Dripping Springs VFW will be able to:

- Recover decreased revenue

¹ Figure 1 Google Earth Imagery

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

Dripping Springs VFW provided their quarterly reports for 2019, 2020, and 2021 to support their eligibility as a beneficiary under the SLFRF. In 2021, COVID-19 group and crowd restrictions prohibited in-person fund raising events and the Dripping Springs Founders Day Festival from being held, reducing their funding by \$9,725.82.

The validation and cost reasonableness analysis determined Dripping Springs VFW can demonstrate a pandemic related harm up to \$5,670.87 the second year of the pandemic. Dripping Springs VFW award is \$5,670.87.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic Dripping Springs VFW saw a reduction in its revenue, which is primarily funded by contributions and grants.

Income and expenses recorded in their General Fund includes dues, donations, and monies from fund raising events. This is used for most income and expenses that are not dedicated to specific item(s), e.g. Poppies on Memorial day and Veterans Day. Funds for specific items are:

Relief Fund: income from the distribution of Buddy Poppies on Memorial Day and Veterans Day. This money is used ONLY for relief to help our older or sick or disabled veterans.

Building Fund: monies used to fix or repair our Vet Hall or to build a new Hall as needed.

Flag/Flagpole Fund: monies to purchase new US and Service Flags for a large flagpole in our local Memorial Park.

Memorial Wall Fund: monies used when they were raising funds to build a Memorial Wall with 576 veterans names on it. Monies in this fund are now used to fix and repair the wall and the large light fixture that shines on the flagpole.

The ARPA SLFRF grant is critical to help Dripping Springs VFW recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 43% drop in revenue from 2020 to 2021. However, they experienced a 35% increase in revenue during 2020. Using the revenue loss formula provided by 31 CFR Part 35² to measure revenue loss against a pre-pandemic baseline in accordance

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”.

with the US Treasury’s revenue loss calculation, Dripping Springs VFW’s loss of revenue is \$5,670.87 for 2021.

Table 1: Revenue Loss

	2019	2020	2021
Total Revenue	16,965.72	22,830.98	13,105.16
		5,865.26	(9,725.82)
		35%	-43%
Projected Growth			\$18,776.03
Revenue Loss			(5,670.87)

3 ELIGIBILITY

3.1 FINAL RULE³

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

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

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

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

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

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

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

assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴

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



HAYS CC

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	DRIPPING SPRINGS VFW POST 2933		
<u>Address</u>	P.O. BOX 216		
<u>City</u>	DRIPPING SPRINGS	<u>State</u>	TX
<u>Zip Code</u>	78620		
<u>Organization Type</u>	501 (C)(19)		
<u>Telephone</u>	512-858-5637		
<u>Point of Contact</u>	GARY P. HALE		
<u>Title</u>	QUARTER MASTER		
<u>DUNS or EIN Number</u>	EIN # 74-2750639		
<u>Amount Requested</u>	\$5,670.87		

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? March 3, 2021 through December 31, 2024
- 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 Co

6a If yes to 6, provide information including:

Name of Funding Source	
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:

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:	
----------	--

10 Documents showing decreased revenue:

Financial Statements	X
Other	
Specify:	



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 gph

- 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 gph

- 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 gph

Signature Gary P. Hale

Gary P Hale

Print Name

Quartermaster

Title

4-Apr-23

Date

**Hays County Commissioners Court**

Date: 04/25/2023

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Clerk to re-grade two Bookkeeper positions; one to an Accountant I grade 119 and one to an Accounting Specialist grade 115 effective May 1, 2023. **BECERRA/CARDENAS**

Summary:

The County Clerk would like to restructure her finance division that currently consists of two Bookkeepers to an Accountant I and Accounting Specialist in order to align with the complexity of the job duties. Historically, the County Clerk has requested salary exceptions for the Bookkeeper positions in order to attract and retain qualified candidates. The restructure of these positions would align with other offices that have high volume and complex financial transactions.

The Accountant I position will maintain the financial records, transactions, reconciliations and reporting for the Courts Division. This position performs a variety of complex financial duties related to guardianship and probate cases which require federal and state reporting in multiple databases. Position is expected to perform professional accounting practices using standardized methods and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and County policies. Work involves preparing financial statements, schedules, and reports, identifying discrepancies, and taking appropriate actions, maintaining ledgers, reconciling, and verifying accounts, and monitoring revenue and expense accounts. Interprets and analyzes accounting data and financial reports and recommends action. Conducts accounting functions related to the collection of court fines and fee accounts to bring into compliance with the various criminal justice system laws, requirements, and regulations. Incumbents typically perform routine professional financial accounting duties that require the application of standard accounting theories, principles, and techniques, and require the appropriate skill levels including basic skill levels in computer, analytical and communication skills. Duties require some degree of initiative and independent judgment. Work is complex in nature based on the high volume of transactions from multiple entities that requires accurate and diligent reporting.

Additionally, the Accounting Specialist will maintain the financial records, transactions, reconciliations and reporting for the Records Division and would assist the Accountant I in areas as needed. Position is expected to perform professional clerical accounting functions in accordance with standard policies and procedures. Reconciles accounting spreadsheets and bank accounts, posts information to general or subsidiary ledgers, processes payments and cash receipts, and prepares accounting reports. Conducts clerical accounting functions related to the collection of fees for vital documents, property records or other fee accounts to bring into compliance with the various statutory laws, requirements and regulations. Incumbents typically perform routine clerical and administrative accounting functions that require application of basic standard bookkeeping and accounting theories, principles and techniques, and require the appropriate skill levels including basic skill levels in computer, analytical and communication skills.

Fiscal Impact:

Amount Requested: \$16,614 - Annual

\$6,923 - FY23 Fiscal Impact

Line Item Number: 001-607-00] - Accountant I

101-617-10] - Accounting Specialist

Budget Office:

Source of Funds: General Fund & Records Management & Archive Fund

Budget Amendment Required Y/N?: No

Comments: The County Clerk's Office has maintained several vacancies across both divisions that would cover the FY23 cost. If approved, \$16,614 will be added to the FY24 budget.

Bookkeeper, grade 113 slot 0450-001		Bookkeeper, grade 113 slot 0450-003	
to Accountant I, grade 119		to Accounting Specialist, grade 115	
(Vacant)		(Filled)	
51,132	Grade 119	42,066	Grade 115
38,155	Grade 113	41,362	Current Salary
12,977	Difference	704	Difference
2,782	Fringe	151	Fringe
15,759	Total Impact	855	Total Impact
6,566	FY23 Impact (5 mos)	356	FY23 Impact (5 mos)
16,614	Total Impact		
6,923	FY23 Impact		

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Salaries and Fringe Benefits
New Revenue Y/N?: N/A
Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Miller

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to include the Hays County Extension Agents in the 4/1/23 salary increase, implementation of salary progression plans within the new salary chart and establishment of a Compensation Committee. **SHELL/MILLER**

Summary

The Ag Extension Agents are not included in the prior or current salary chart, would like consideration to include them in the 4/1/23 salary increase. Pay progression plans were not drafted or included in the 4/1/23 implementation of the new salary plan. Discussion on the progression plans currently in place and department needs.

Additionally, the HR Director would like court consideration to establish a Compensation Committee. Per the final report issued by Management Advisory Group (MAG) a recommendation was made to create a committee that consists of no more than five individuals from various county departments.



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to approve a Resolution of Support for Essential Community Facilities Project for the Dripping Springs Community Library. **SMITH**

Summary

Dripping Springs Community Library is applying for a loan from the United States Department of Agriculture Development Community Facilities Loan and Grant program to expand their facility and has asked for Hays County support in obtaining the grant.

Attachments

Resolution of Support



**RESOLUTION RECOGNIZING HAYS COUNTY SUPPORT FOR
ESSENTIAL COMMUNITY FACILITIES PROJECT
FOR THE DRIPPING SPRINGS COMMUNITY LIBRARY**

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, the Dripping Springs Community Library (DSCL) began in 1986 when it operated out of the Dripping Springs High School offering a separate public collection of books to the community; and

WHEREAS, DSCL moved into and opened a new, debt-free 5,500 square foot facility on donated land with 900+ patrons in 1998; and

WHEREAS, DSCL opened a 3,700 square foot, debt-free Children's Wing in 2005; and

WHEREAS, the DSCL vision is to promote life-long learning for all residents in our area, and the mission is to provide free access to print and electronic materials, educational and cultural programs and meeting spaces for all ages; and

WHEREAS, all residents living within, or any person employed within Hays County and the Dripping Springs Independent Schools can get a free DSCL card; and

WHEREAS, DSCL's population served was 9,729 in 1992 and in 2022 was/is 52,117; and

WHEREAS, DSCL has been out of space to adequately provide resources and services to a growing population for almost ten years; and

WHEREAS, the DSCL Board established a Capital Improvement account on August 5, 2013 with \$25,000.00 to address future initial building costs; and

WHEREAS, the Capital Improvement Account has a balance of over \$2,000,000.00 as of March 31, 2023; and

WHEREAS, the DSCL Board purchased for 4.5 acres in January 2022 adjacent to the current library building; and

WHEREAS, DSCL plans to build a 37,500 square foot library design to better service the growing population; and

WHEREAS, the DSCL is applying for a loan from the United States Department of Agriculture Rural Development Community Facilities Loan and Grant program to obtain funds for the project

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court supports the efforts of the Dripping Springs Community Library in this effort to allow the DSCL staff to better serve the growing community.

ADOPTED THIS 25th DAY OF APRIL 2023

Ruben Becerra, Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST

Elaine H. Cardenas, MBA, Ph.D.
Hays County Clerk



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the Mental Health Specialty Court to purchase consumable items for a Specialty Court Symposium to be held on April 28th. **INGALSBE/SMITH/BROWN**

Summary:

The County Courts at Law Mental Health Specialty Court will be hosting a Specialty Court Symposium and would like to provide a continental breakfast, lunch and a variety of beverages (cost will include delivery & tip) for approximately 30 attendees.

This event will bring together the following counties: Bexar, Comal, Hays, Travis, and the Downtown Austin Community Court to share about the success of their Specialty Courts -- with a specific focus on Mental Health Courts. Judges and Court Administrators from each county will present and share about their county's procedures, policies, current successes, and court structure. This will be an opportunity to share resources, knowledge, and expertise from seasoned Judges and Court Administrators and there will be a Q+A opportunity after each speaker for the community to ask questions. Those with confirmed attendance so far include CCL Judges, Magistrate Judges, Jail Staff, Prosecutors, PDO's Office, Law Enforcement, Defense Attorneys, and Court Staff. There will also be a speaker from the Judicial Commission on Mental Health who will be sharing about the creation of Mental Health Courts, Key Components of successful MHC's, and funding opportunities for all counties. This will be a great opportunity to bring together the nearest counties in alignment in addressing Mental Health in the judicial system.

Fiscal Impact:

Amount Requested: \$772.94

Line Item Number: 001-601/604-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Commissioner 1 & 4 will split the cost for the consumable items utilizing their community program budgets.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

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

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 04/25/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Smith

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 Megan Gauwain Counseling Services, PLLC and Hiatus Wellness, LLC. **INGALSBE/SMITH/BROWN**

Summary:

On March 28, 2023 the Commissioners Court authorized contracts for counseling services to several agencies for the mental health specialty court. The additional providers offer 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. These counseling services are a requirement of the Mental Health Court Program for those to graduate successfully.

Fiscal Impact:

Amount Requested: \$45,000

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 Service Contracts with amounts not to exceed \$30,000 and \$15,000

G/L Account Validated Y/N?: Contract Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Megan Gauwain Contract

Hiatus Wellness Contract

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

HAYS COUNTY MENTAL HEALTH COURT COLLABORATION FOR MENTAL HEALTH SERVICES CONTRACT

The purpose of this Contract is to establish a collaborative contractual relationship between licensed mental health professionals and the Hays County Mental Health Court to provide mental health services for adults participating in the Hays County Mental Health Court Program.

COLLABORATION

Hays County Mental Health Court hereby referred to as “MHC” enters into a Contract with **Megan Gauwain Counseling Services, PLLC** hereby referred to as “MGCS” on this initiation date of **February, 13, 2023**.

MHC and MGCS are committed to providing the highest quality behavioral health services. MHC and MGCS 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 MGCS will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and MGCS 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 clients and help meet established treatment goals.

CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES FOR MHC SERVICES

1. MHC clients will be seen by one licensed clinician, Megan Gauwain, LPC who has a Licensed Professional Counselor license in the state of Texas in good standing [License Number 82320].
2. Megan Gauwain, LPC, will provide clinical assessments, creation of comprehensive treatment plans, and individual counseling services to participants of MHC that meet appropriate criteria.
3. Megan Gauwain, LPC will request signed releases of information that will allow her to reach out to program staff in the event of change in treatment plan.

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

-
4. Megan Gauwain, LPC reserves the right to refuse clinical services after a clinical assessment if she, in her 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.
 5. Megan Gauwain, LPC and MHC will coordinate and agree on the use of treatment plans and clinical documentation in a court setting, and clearly define confidentiality expectations.
-

PAYMENT FOR BEHAVIORAL HEALTH SERVICES

1. MGCS will bill for all sessions at a rate of **\$80/clinical hour**, defined as up to 55 minutes. MGCS will bill the client for any no-shows/late cancellations at the session rate above.
 2. In order to be good stewards of program funds, MGCS clinicians will discharge MHC clients after 2 no shows/late cancellations in a 6 month period.
 3. MGCS will charge the MHC **\$80/clinical hour** for any clinical consultation that exceeds 15 minutes. Charges will be prorated in 15 minute increments.
 4. MGCS will invoice monthly for all services by the **fifth (5th) calendar day of the month**. Invoices will be net 30 days.
 5. As indicated, MHC will issue an IRS form 1099.
 6. MGCS reserves the right to terminate services if payment is not received within 30 calendar days of invoice date.
 7. Payments will not exceed \$15,000 during the contract period.
-

SUPPLEMENTAL TERMS AND CONDITIONS

1. MHC and MGCS 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 MGCS.
2. MHC and MGCS 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 MGCS agree that they shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

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 MGCS 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. MGCS 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 MGCS 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. MGCS 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 MGCS, 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. Professional Liability Coverage: In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability coverage shall be provided.
 - b. Bodily injury, Property Damage, and Personal Injury Coverage: In the event that services delivered pursuant to this Contract directly or indirectly involve or require professional services, Bodily injury, Property Damage, and Personal Injury coverage shall be provided.
 - c. For the purpose of this Contract section, "Professional Services" shall mean any services provided by a licensed professional.

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

-
- d. Minimum Limits of Insurance: Professional Liability, Errors, and Omissions: \$1,000,000/\$5,000,000.
-

TERMS OF THE AGREEMENT

1. The period of performance of this agreement shall be from and shall be renewed for one a continued one year term after an annual review. This review and continued contractual continuation will be held unless either MGCS or MHC gives thirty (30) days or more advance written notice of intent to not renew.
-

CONTRACTUAL AMENDMENT

1. This Contract may be amended through the mutual agreement of MGCS 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 OF CONTRACTUAL COLLABORATION

1. It is the intention of MGCS and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible MGCS 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. MGCS and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - a. MGCS 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:

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

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 Initiation Date and effective upon signing.

Signature (MGCS)

Date

Title

Signature (MHC)

Date

Title

Megan Gauwain Counseling Services, PLLC

Megan Gauwain, MA, LPC, LMHC, NCC

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 Therapy Services

Between

Hays County Mental Health Court and

Hiatus Wellness, LLC

Contract Initiation Date: March 28, 2023

Hays County Mental Health Court hereby referred to as “MHC” enters into a Contract with Hiatus Wellness, LLC hereby referred to as “Hiatus.” 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 Hiatus are committed to providing the highest quality behavioral health services. MHC and Hiatus 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 Hiatus will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. MHC and Hiatus 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. Hiatus 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. Hiatus 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. Hiatus Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client
 - o Would not benefit from clinical services
 - o Does not currently have capacity for progress in an individual therapeutic setting
 - o Is in need of higher levels of behavioral health care, such as IOP or medication stabilization.
4. Hiatus will bill the MHC for all sessions at a rate of **\$80/clinical hour**, defined as up to 50 minutes. Hiatus will bill the client for any no-shows/late cancellations, at a rate of \$50. Late cancellations are considered cancellations within 24hrs of appointments or no cal/ no show.
5. In order to be good stewards of program time/ funds, Hiatus clinicians will deem MHC clients eligible for termination/ discharge after 2 no shows/late cancellations in a 5 month period.
6. Hiatus will charge the MHC **\$80/clinical hour** for any clinical consultation that exceeds 15 minutes. Charges will be prorated in 15 minute increments.
7. Hiatus 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. If a Hiatus Clinician is subpoenaed for a MHC court case, Hiatus reserves the right to charge a **\$1000 court appearance/response fee**.

Contract for Therapy Services

Between

Hays County Mental Health Court and

Hiatus Wellness, LLC

9. MHC clients will be seen by all licensure levels at Hiatus Wellness, including LCSW, LMFT, LPC, LMFT-A, LMSW, LPC-Associate, LCDC. 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. Hiatus Wellness clinicians are all trained trauma counselors, and most have years of substance abuse specific experience as well.

PAYMENT FOR BEHAVIORAL HEALTH SERVICES:

1. Hiatus will invoice monthly for all services by the tenth (10th) calendar day of the month. Invoices will be net 30 days.
2. Payments will not exceed \$30,000 during the contract period.
3. As indicated, MHC will issue an IRS form 1099.
4. Hiatus 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 Hiatus 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 Hiatus
2. MHC and Hiatus 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 Hiatus 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 Hiatus 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. Hiatus 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 Hiatus 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.

Contract for Therapy Services

Between

Hays County Mental Health Court and

Hiatus Wellness, LLC

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. Hiatus 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 Hiatus, 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 28, 2023 until March 28, 2028** and shall renew automatically for one year terms unless either Hiatus or MHC gives thirty (30) days or more advance written notice of intent to not renew. Rate renegotiation will occur on **March 28, 2025**, to account for cost of business increases.

AMENDMENT:

1. This contract may be amended through the mutual agreement of Hiatus and MHC.

Contract for Therapy Services

Between

Hays County Mental Health Court and

Hiatus Wellness, LLC

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 Hiatus and MHC to make all reasonable efforts to successfully comply with the terms of this Contract. Whenever possible Hiatus 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. Hiatus and MHC shall each have the right to terminate this Contract immediately upon the occurrence of any of the following events:
 - a. Hiatus 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.

Contract for Therapy Services

Between

Hays County Mental Health Court and

Hiatus Wellness, LLC

Signature (Hiatus): _____ 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.



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

Hays County Commissioners Court

Date: 04/25/2023

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: 04/25/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code, consultation with counsel and deliberation regarding the Government Center Master Plan, prospective use, and space needs. Possible discussion and/or action may follow in open court. **SHELL/INGALSBE**

Summary
