

**Commissioners Court -- MAY 23, 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 MAY 23, 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

1. Presentation by Hays County 4-H members regarding the achievements of their participation at the District 10 - 4-H Spring Roundup. **SHELL**
2. Recognition of Sylvia Rodriguez for 29 years of service to the Hays County Local Health Department. **INGALSBE/T.CRUMLEY**
3. Adopt a Proclamation recognizing May 2023 as Community Action, Inc of Central Texas Month. **BECERRA**
4. Adopt a Proclamation recognizing May 2023 as Foster Care Awareness Month. **BECERRA/TENORIO**
5. Adopt a Proclamation declaring May 2023 as Older Americans Month. **INGALSBE/T.CRUMLEY**
6. Adopt a Proclamation declaring the week of May 21st as Search and Rescue Week in Hays County. **SHELL**
7. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hill Country Women's Health Collective (HCWHC). **SMITH**
8. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Local Health Department Community Outreach. **COHEN**
9. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Emergency Services District #1 (ESD 1). **SMITH**

G.

CONSENT ITEMS

The following may be acted upon in one motion.

A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of May 2, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the May 31, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective May 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**
6. Adopt a Resolution of support for the City of Kyle's application to Texas Department of Transportation (TxDOT) for funding of a shared use path along FM 150. **COHEN/BORCHERDING**
7. Authorize the County Judge to execute a service agreement with Smiths Detection, Inc. in the amount of \$17,898.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D). **SHELL/T.CRUMLEY**
8. Authorize Building Maintenance to install a new 9,000 BTU Mitsubishi mini-split AC system in the Thermon building in the amount of \$4,862.92 and amend the budget accordingly. **SHELL/T.CRUMLEY**
9. Authorize the execution of a resolution for the Office of Governor, Homeland Security Grant Program associated with the Hays County Ready Central Texas Campaign Grant. **BECERRA/T.CRUMLEY**
10. Authorize the execution of a resolution for the Office of the Governor, Homeland Security Grant Program associated with the Hays County CERT (Community Emergency Response Team) Enhancement Grant. **BECERRA/T.CRUMLEY**
11. Authorize the execution of a resolution for the Office of the Governor, Homeland Security Grant Program associated with HazMat Team Monitor Maintenance Grant. **BECERRA/T.CRUMLEY**
12. Authorize Building Maintenance to replace the existing split system located at the Precinct 3 Constables Office with a new 3-ton Johnson Controls heat pump mini split system in the amount of \$6,826.89 and amend the budget accordingly. **SHELL/T.CRUMLEY**
13. Amend the Commissioner Pct. 1 operating budget for continuing education expenses related to the South Texas County Judge and Commissioners Association Conference. **INGALSBE**
14. Authorize the Commissioner Pct. 1 Office to utilize county funds to purchase a replacement refrigerator for the Pct. 1 Office not to exceed \$175.00. **INGALSBE**
15. Authorize Building Maintenance to replace one Packaged Terminal Air Conditioner (PTAC) unit valued at \$2,558.56 at the Thermon building with a new 12,000 BTU PTAC unit and amend the budget accordingly. **SHELL/T.CRUMLEY**
16. Approve extension of the Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services for six (6) months, June 1, 2023 - November 30, 2023. **INGALSBE/VILLARREAL-ALONZO**
17. Approve the transfer of fee simple interests in Right of Way associated with FM110 (South and Middle Segments) from Hays County to Texas Department of Transportation (TxDOT). **INGALSBE**

18. Approve the sidewalk demolition and repair project at the Historic Courthouse and authorize Myers Concrete to provide labor services pursuant to IFB 2021-B05 Concrete Contractor, total project cost is \$168,890.48.
INGALSBE
19. Authorize the acceptance of a grant award from the Department of State Health Services (DSHS), FY24/25 Regional and Local Services System/Local Public Health Services (RLSS/LPHS) program in the amount of \$102,926.00. **INGALSBE/T.CRUMLEY**
20. Accept the delivery of the Internal Examination report for the Fiscal Year 2022 Hays County Sheriffs Office Chapter 59 Asset Forfeiture Account, and the Exit Internal Examination Report for Commissioner Precinct 2 Office.
VILLARREAL-ALONZO
21. Accept the Fiscal Year 2022 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**
22. Accept the Fiscal Year 2022 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **COHEN/INGALSBE/VILLARREAL-ALONZO**
23. Approve a 30-day extension for Hays County Emergency Services District #3 for the filing of their Fiscal Year 2022 audit report. **SHELL/VILLARREAL-ALONZO**
24. Authorize a purchasing waiver and approve \$384.00 in additional funding for consumable items related to the Mental Health First Aid Course held on May 16, 2023. **BECERRA**
25. Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2023 mid-year financial reporting. **BECERRA/DORSETT**
26. Authorize the County Judge to execute an agreement between Hays County Building Maintenance and Stanley Allegion Access Technologies LLC for the preventative maintenance and repairs of the four (4) Stanley Automatic doors at the Public Safety Building; authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY**
27. Authorize the County Judge to execute an agreement between Hays County Building Maintenance and Stanley Allegion Access Technologies LLC for the preventative maintenance and repairs of the nine (9) Stanley Automatic doors at the Government Center; authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY**
28. Authorize the execution of a resolution of support for participation in the City of Austin's grant application to the Environmental Protection Agency, Climate Pollution Reduction Grant Program. **SMITH/T.CRUMLEY**
29. Approve out-of-state travel for Detective Nelson Wray to attend Advanced Mobile Device Examiner on August 21-September 1, 2023, in Hoover, Alabama. **INGALSBE/CUTLER**
30. Approve out-of-state travel for Detective Nelson Wray to attend Advanced Forensics Training on September 18-29, 2023, in Hoover, Alabama. **INGALSBE/CUTLER**
31. Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**
32. Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction but do not sell.
BECERRA/VILLARREAL-ALONZO
33. Ratify the submission of a grant application to the Department of Justice, School Violence Prevention Program Grant Program in the amount of \$499,520.00. **INGALSBE/T.CRUMLEY**
34. Authorize the Local Health Department to accept a \$50.00 donation in the form of two (2) \$25.00 gift cards from Casa Garcia's Mexican Restaurant and Cantina for the Summer Health Fair that the Health Department will be hosting on June 10, 2023 and amend the budget accordingly. **COHEN/T.CRUMLEY**

35. Accept the delivery of the Quarterly Auditor Reports for Constable Precinct 1, Constable Precinct 5, Justice of the Peace Precinct 2, Justice of the Peace Precinct 3, Parks Department, and Health Department for the audit period October 2022 through December 2022. **VILLARREAL-ALONZO**
36. Authorize the Sheriff's Office to accept a proposal from Cornerstone Detention related to cell padding repair 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**
37. Approve specifications for RFP 2023-P09 Delinquent Tax Collection Services and authorize Purchasing to solicit for proposals and advertise. **SMITH/O'KANE**
38. Authorize a budget amendment for the transfer of \$1,700.00 to continuing education funds within the Development Services operating budget and amend the budget accordingly. **BECERRA/PACHECO**
39. Authorize the Justice of the Peace Pct. 5 Office to purchase one new Executive Desk for the Elected Official; accept proposal from Sullivan Contracting for Courtroom bench platform improvements; authorize a purchasing waiver to utilize Total Security Solutions to add bulletproof glass for the Administration Area and amend the budget accordingly. **COHEN/SMITH/BRYANT**
40. Authorize the acceptance of a grant award from the Department of State Health Services FY24 Immunizations- Locals (IMM/LOCALS) Grant Program in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**
41. Authorize the County Judge to execute Contract Amendment 2 with CML Security, LLC. related to Electronic Security Upgrades pursuant to RFP 2022-P07, in the amount of \$7,648.59. **BECERRA/T.CRUMLEY**

H.	ACTION ITEMS
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I.	ROADS
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1. Discussion and possible action to authorize the County Judge to execute a contract between Hays County and E-Z Bell Construction, LLC for the annual maintenance of the traffic signal on Nutty Brown Road several hundred feet south of its intersection with Hwy. 290 in Precinct 4 and amend the budget accordingly. **SMITH/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute Amendment #1 to the Advanced Funding Agreement with TXDOT for the design and installation of roadway safety lighting, profile edge line markings, and profile centerline markings on Winters Mill Parkway in Precinct 3. **SHELL/BORCHERDING**
3. Discussion and possible action to accept Rolling Meadows Lane, located in Precinct 1, into the County maintenance system. **INGALSBE/BORCHERDING**
4. Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until October 26, 2023 for: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00; and until April 26, 2024 for: Sunfield subdivision Phase 2, Section 12 - bond #PB03016800417M in the amount of \$90,377.95. **COHEN/BORCHERDING**
5. Discussion and possible action to approve the selection of Cobb Fendley & Associates Inc. to perform a corridor study of Fitzhugh Road in Precinct 4 from its intersection with RM 12 east to the Travis County line; and authorize staff and counsel to negotiate a contract. **SMITH/BORCHERDING**
6. Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$2,752,914.10 for the Hymeadow, Phase 3, Section 2 Subdivision (Bond #47SUR300214010611). **INGALSBE/BORCHERDING**
7. Discussion and possible action to call for a public hearing on June 6, 2023 regarding setting a 25 MPH speed limit throughout the Circle N Ranch Subdivision. **INGALSBE/BORCHERDING**

8. Discussion and possible action to call for a public hearing on June 6, 2023, to establish a 3-way stop at the intersection of Sundown Avenue and Pine Arbol. **COHEN/BORCHERDING**
9. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$50,000.00 to the Professional Services Agreement with BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHERDING**
10. Discussion and possible action to call for a public hearing on June 6, 2023, to establish a 3-way stop at the intersection of Crosscreek Drive and Bear Creek Pass. **SMITH/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1956-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat. **INGALSBE/PACHECO**
2. Discussion and possible action to authorize the County Judge to execute a Development Agreement for Mission Oaks Condominiums between Hays County, Davy Crockett Estates, LLC, and Lang Family Ranches L.P. **SMITH**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Patriots' Hall of Dripping Springs regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
2. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Service District #2 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE/COHEN**
3. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #4 (ESD 4) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**
4. Discussion and possible action to authorize the execution of the Financial Renewal and Terms Amendment between Hays County and United Healthcare Insurance Company. **BECERRA/MILLER**
5. Discussion and possible action to authorize the Human Resources Department to utilize salary savings to hire a temporary Communications Intern effective June 1st through September 30, 2023. **COHEN/MILLER**
6. Authorize the contract renewal of RFP 2021-P01 Elevator Maintenance and Repair Services with Otis Elevator Company with a 7% proposed price increase. **BECERRA/T.CRUMLEY**
7. Discussion and possible action to award a contract for IFB 2023-B14 Courthouse Grounds Renovation to Diamondback Landscaping and Lawn Care, Inc. in the amount \$196,399.75. **INGALSBE**
8. Discussion and possible action to authorize the execution of a Resolution Supporting the Great Springs Project's application to the Texas Department of Transportation's (TxDOT) 2023 Transportation Alternatives Set-Aside Program Call for Projects for the development of plans for building and linking 100-miles of existing and planned trails from San Antonio to Austin. **SHELL**
9. Discussion and possible action to authorize the execution of a Resolution in support of the City of Dripping Springs' application to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections from the Founders Ridge Subdivision to the Dripping Springs ISD Elementary School, Dripping Springs Ranch Park, and Surrounding Area. **SMITH/BORCHERDING**

10. Discussion and possible action to authorize the execution of a Resolution in support of the City of Dripping Springs' application to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections on Old Fitzhugh Road from Mercer Street to Ranch Road 12 and Surrounding Areas. **SMITH/BORCHERDING**
11. Discussion and possible action to authorize the execution of a Resolution and submission of a detailed grant application to the Texas Department of Transportation (TxDOT) for the Transportation Alternatives Set-Aside (TA) Program for the Hays County Sawyer Ranch Road Shared Use Path Extension. **SMITH/BORCHERDING**
12. Discussion and possible action to authorize the County Judge to execute a Work-Based Learning Program Agreement for the County Clerk's Office to participate in an internship program with Gary Job Corps Center and amend the budget accordingly. **BECERRA/CARDENAS**
13. Hold a public hearing; Followed by discussion and possible action regarding changes to the Hays County Food Establishment Regulations. **BECERRA/PACHECO**
14. Discussion and possible action regarding all positions and duties within the Hays County Treasurer's Office, including the potential reassignment of positions and duties to other offices within the County; and to amend the budget accordingly. **SHELL**
15. Discussion and possible action to receive information from the Hays County Auditor regarding payroll and disbursement deficiencies by the Hays County Treasurer's Office. **SHELL/VILLARREAL-ALONZO**

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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Lion King and Project Radiata. Possible discussion and/or action may follow in open Court. **BECERRA**
3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Shady Bluff Drive in Pct. 3. Possible discussion and/or action may follow in open court. **SHELL**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 2001 in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**
5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

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. **INGALSBIE/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 19th day of May, 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: 05/23/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Presentation by Hays County 4-H members regarding the achievements of their participation at the District 10 - 4-H Spring Roundup. SHELL

Summary



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item

Recognition of Sylvia Rodriguez for 29 years of service to the Hays County Local Health Department.

INGALSBE/T.CRUMLEY

Summary



AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing May 2023 as Community Action, Inc of Central Texas Month. **BECERRA**

Summary

Attachments

Proclamation



**PROCLAMATION RECOGNIZING MAY 2023 AS
COMMUNITY ACTION OF CENTRAL TEXAS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Community Action, Inc. of Central Texas has made essential contributions to individuals and families across Hays County by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action, Inc. of Central Texas is a robust state and local force connecting people to lifechanging services and creating pathways to prosperity in Hays, Caldwell, Blanco, and surrounding counties; and

WHEREAS, Community Action, Inc. of Central Texas builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action, Inc. of Central Texas promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action, Inc. of Central Texas delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action, Inc. of Central Texas insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action, Inc. of Central Texas is celebrating 58 years of innovation, impact, and providing proven results for Americans.

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

Community Action, Inc. of Central Texas Month!

ADOPTED THIS THE 23rd DAY OF MAY 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Daphne Tenorio

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing May 2023 as Foster Care Awareness Month. **BECERRA/TENORIO**

Summary

Attachments

Proclamation



**PROCLAMATION RECOGNIZING MAY 2023 AS
FOSTER CARE AWARENESS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, in 1988, the United States Congress, at the request of the National Foster Parent Association, introduced a resolution to proclaim May as National Foster Care Month in recognition of the critical contributions made by foster parents across the nation; and

WHEREAS, recognizing Foster Care Awareness Month in Hays County provides an opportunity to publicly celebrate and acknowledge the critical role foster parents and families fulfill in partnering with the State of Texas, communities, professionals, and all residents to keep children safe, stable, happy, and healthy, and to raise awareness of the ongoing need to attract and support foster families throughout the year; and

WHEREAS, Hays County appreciates that our children will one day guide and lead residents toward a bright and successful future; and

WHEREAS, Hays County professionals and foster families work together to strengthen and maintain family relationships so all members can access the support they need to thrive; and

WHEREAS, foster parents facilitate the opportunity for Texas children to live safely and securely within families by exercising patience, selflessness, and duty toward others; and

WHEREAS, during Foster Care Awareness Month, we celebrate our foster families and uphold Hays County’s commitment to supporting them so they may continue to answer the most critical call to action; and

NOW, THEREFORE, BE IT RESOLVED that Hays County Commissioners Court does hereby proclaim May 2023 as Foster Care Awareness Month.

FOSTER CARE AWARENESS MONTH

ADOPTED THIS THE 23rd DAY OF MAY 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: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring May 2023 as Older Americans Month. **INGALSBE/T.CRUMLEY**

Summary

See attached proclamation.

Attachments

Older Americans Month Proclamation



**PROCLAMATION RECOGNIZING MAY 2023 AS
OLDER AMERICANS MONTH**

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) region includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community in unique ways; and

WHEREAS, the communities in the CAPCOG region including Hays County benefit when people of all ages, abilities, and backgrounds are welcomed, included and supported; and

WHEREAS, CAPCOG recognizes the need to create a community that provides services and supports older Americans. CAPCOG Aging Services ensures this support through direct services including nutrition, benefits counseling, in-home services, health and wellness education, ombudsman advocacy for nursing home residents and caregiver respite; and

WHEREAS, CAPCOG fosters a community in which older Americans can age in their way by planning programs that encourage older independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize May 2023 as Older Americans Month in the CAPCOG region to recognize older adults and the people who support them as being key to building resilience and connection across the CAPCOG region.

ADOPTED THIS THE 23RD DAY OF MAY 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. 6.**

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation declaring the week of May 21st as Search and Rescue Week in Hays County. **SHELL**

Summary

See attached Proclamation.

Attachments

SAR Proclamation



**PROCLAMATION DECLARING THE WEEK OF MAY 21st AS
SEARCH AND RESCUE WEEK IN HAYS COUNTY**

WHEREAS, in 2022 there were 47,670 missing persons reports in Texas of which, 12,842 were adults and 34,828 were children; and

WHEREAS, communities across Hays County and the State of Texas are impacted by missing persons, lost loved ones, and deceased family members due to criminal activity, mental health problems, medical issues, or natural causes; and

WHEREAS, Search and Rescue resources bring closure and aid in the reunification of families; and

WHEREAS, Search and Rescue professionals, perform flood and swift water rescues and evacuations, technical rescues, and locate missing children and endangered adults; and

WHEREAS, Search and Rescue is not a single agency mission, but rather a team effort between Law Enforcement, Fire, EMS, and Search and Rescue organizations that work together to find the missing and provide closure.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court proclaims the week of May 21st as **SEARCH AND RESCUE WEEK**;

And offers its thanks to all of the first responder agencies and Search and Rescue agencies that work tirelessly on finding those who are lost and bringing closure to the families of the missing.

ADOPTED THIS THE 23rd DAY OF MAY 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen, PhD
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: 05/23/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hill Country Women's Health Collective (HCWHC). **SMITH**

Summary

Attached: Draft ARPA Agreement
Draft PW

Attachments

Draft ARPA Agreement - HCWHC
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 Oona Mekas Principal Officer of Hill Country Womens Health Collective (“Beneficiary”), located at PO Box 445, 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 \$3,170.00 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 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 June 6, 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 June 6, 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 June 6, 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 June 6, 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: Hill Country Womens Health Collective

Owner Name: Oona Mekas

Owner Title: Executive Director

SIGNATURE: _____

DATE: _____

Hays County

Ruben Berra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Hill Country Women's Health Collective

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Hill Country Women’s Health Collective

1	Hill Country Women’s Health Collective	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	3
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility	4
3.1	Final Rule.....	4
3.2	Capital Expenditure	4

1 HILL COUNTRY WOMEN'S HEALTH COLLECTIVE

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hill Country Women's Health Collective (HCWHC) is a 501(c)(3) non-profit organization that normally receives a substantial part of their support from grants and donations to provide access to free and discounted health and mental health services. They also promote women's health and wellness through education. The board of directors for this women-run organization is comprised of doctors, nurses, midwives, medical students, herbalists, mental health advocates, and educators.

Formed during the pandemic in 2020, they began receiving grant and donation monies in 2021 (\$5,180.00) and 2022 (\$11,764.21). The location at 724 La Buena Vista Drive in Wimberley, TX 78676¹ opened in November 2022.

Figure 1: Location of HCWHC



The purchase of equipment, such as a portable ultrasound machine, is on-going as the pandemic has increased the need for their services but decreased their ability to raise funds through in-person events and programs such as consigned clothing.

A rise in birthrates in the U.S in 2021² through September of 2022 suggest that the increases may continue on a national scale as families that already have one child are more likely to have a second or third.³

HCWHC is in need of a portable ultrasound machine. An ultrasound, also known as a sonogram, is an imaging test that uses high-frequency sound waves to create a picture of fetuses to provide information about their overall health. It can also show parts of the body in motion, such as a heart beating or blood flowing through blood vessels. Ultrasounds don't use radiation, as is done with x-rays, and are therefore safe for use during pregnancy.

No other health care facilities in Wimberley currently offer this imaging test. The nearest facility with ultrasound technology is in San Marcos, approximately 17 miles or 30 minutes away.

Pregnant and recently pregnant individuals are at an increased risk for serious illness from COVID.⁴ Furthermore, pregnant individuals with COVID-19 are more likely to experience preterm birth (delivering the baby earlier than 37 weeks).⁵ In addition to heightened health risks from COVID-19, pregnant

¹ Google Earth Imagery

² Oct 2022 [A pandemic 'baby bump' is happening in the U.S., study finds - Northwestern Now](#)

³ Oct 2022 [What Everyone Got Wrong About the Pandemic Baby Bust | Time](#)

⁴ Centers for Disease Control and Prevention, Pregnant and Recently Pregnant People, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/pregnant-people.html> (last visited November 9, 2021).

⁵ *Id*

individuals may have experienced significant changes to their prenatal care during the pandemic⁶ or may also have experienced increased mental health challenges, including high levels of depression, anxiety, loneliness, and post-traumatic stress during the pandemic.⁷

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) enumerated eligible uses includes responding to the public health impacts of the public health emergency for purposes including COVID-19 mitigation and prevention including acquisition and distribution of medical equipment for prevention and treatment of COVID-19⁸

Through a grant of \$3,170.00 HCWHC will be able to:

- Acquire medical equipment for the prevention of COVID-19

1.3 PROGRAM SUMMARY

HCWHC provided their IRS Determination letter to support their eligibility as a beneficiary under the SLFRF. Documentation supporting the pandemic-induced costs associated with the purchase of a new portable ultrasound machine was also supplied. A cost analysis of the price of the equipment was completed to determine cost reasonableness and proportionality to the need experienced.

The validation and cost reasonableness analysis determined HCWHC can demonstrate a pandemic related need up to \$3,170.00. HCWHC award is \$3,170.00.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

As HCWHC opened in November 2022, the purchase of equipment, such as a portable ultrasound machine, is on-going; as the pandemic has increased the need for their services but decreased their ability to raise funds through in-person events and programs such as consigned clothing. HCWHC is in need of a portable ultrasound machine. No other health care facilities in Wimberley currently offer this imaging test. The nearest facility with ultrasound technology is in San Marcos, approximately 17 miles or 30 minutes away. A rise in birthrates in the U.S in 2021⁹ through September of 2022 suggest that the increases may continue on a national scale as families that already have one child are more likely to have

⁶ Sarah Javaid, Sarah Barringer, Sarah D Compton, Elizabeth Kaselitz, Maria Muzik, Cheryl A. Moyer, The impact of COVID-19 on prenatal care in the United States: Qualitative analysis from a survey of 2519 pregnant women, Midwifery, Volume 98, 2021, 102991, ISSN 0266-6138, <https://doi.org/10.1016/j.midw.2021.102991>

⁷ A Basu, HH Kim, R Basaldua, KW Choi, L Charron, et al., A cross-national study of factors associated with women's perinatal mental health and wellbeing during the COVID-19 pandemic, PLOS ONE 16(4): e0249780, (2021), <https://doi.org/10.1371/journal.pone.0249780>.

⁸ 31 CFR 35.6(b)(3)(i)(A)

⁹ Oct 2022 [A pandemic 'baby bump' is happening in the U.S., study finds - Northwestern Now](#)

a second or third.¹⁰ HCWHC produced a quote from BFLY Operations, Inc. for a portable ultrasound for \$3,170.00.

Similar ultrasound models are \$17,490 refurbished stationary unit from Canon Xario 100G¹¹ and \$3,200 to \$5,000 for GE Logiq E Portable Ultrasound System BT'10/11.¹² The \$3,170 cost quoted for the BFLY Operations, Inc. portable ultrasound is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE¹³

- The Final Rule includes responding to the public health impacts of the public health emergency for purposes including COVID-19 mitigation and prevention including acquisition and distribution of medical equipment for prevention and treatment of COVID-19¹⁴, i.e., Portable ultrasound machine(s)

3.1.1 Disproportionately Impacted Communities

Investments in health and public health systems are vital to ensuring critical infrastructure necessary to respond to continued impacts of COVID-19 or to address disparities in health, due to lack of access to health care, that contributed to disproportionate impacts of COVID-19 on some communities. i.e.:

- Pregnant and recently pregnant individuals

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 medical equipment, i.e., portable ultrasound machines.

¹⁰ Oct 2022 [What Everyone Got Wrong About the Pandemic Baby Bust | Time](#)

¹¹ Canon Xario 100 G [CANON XARIO 100G - Bimedis.com](#)

¹² GE Logiq E Portable Ultrasound System BT'10/11 [GE Logiq E Portable Ultrasound System BT'10/11 | AME Ultrasounds](#)

¹³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS 31 CFR 35.6(b)(3)(ii)(A)(11)(i)

¹⁴ 31 CFR 35.6(b)(3)(i)(A)



AGENDA ITEM REQUEST FORM: F. 8.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Local Health Department Community Outreach. **COHEN**

Summary

See attachment

Attachments

Draft Public Health Outreach



HCTX115_Local Health Department Community Outreach

HAYS COUNTY ARPA SLFRF PROJECT

HCTX115_Local Health Department Community Outreach

1	Local Health Department Community Outreach Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility.....	4
3.1	Final Rule Overview	4

1 LOCAL HEALTH DEPARTMENT COMMUNITY OUTREACH OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Hays County Local Health Department's (Health Department) mission statement is to protect, promote, maintain, and improve the health and quality of life for Hays County citizens and visitors through a responsive, well-managed, and organized effort. The Health Department conducts epidemiology and disease surveillance for vaccine preventable diseases, respiratory illnesses, sexually transmitted infections, foodborne illness, waterborne illness, and zoonosis. They are the department that handles outbreak response and as such were integral to Hays' COVID-19 response.

Public trust in government and other major institutions across US society has been declining for decades, and the pandemic has raised concerns about trust in public health agencies in particular. More than a third of US adults said they trusted the Centers for Disease Control and Prevention (CDC) to provide quality health information during the COVID-19 pandemic, while a quarter trusted state and local health departments, and 10% said they had no trust at all in these agencies, according to a study conducted through a cooperative agreement between the Centers for Disease Control and Prevention (CDC) and the Association of State and Territorial Health Officials, who subcontracted to the Harvard T. H. Chan School of Public Health.¹

The pandemic has put great strain on the Health Department and the decrease in trust has made effective service delivery increasingly challenging. As existing grants don't account for all costs the Health Department incurs to perform outreach, and the need for more outreach increases, further strain is placed on the department. The Health Department attends up to 90 events a year. In addition, they host three health fairs - a summer fair, back-to-school vaccine fair, and a fall fair. With the addition of a mobile vaccine facility their community outreach events and services will significantly increase.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The CDC and Territorial Health Officials survey suggests the need to support a robust federal, state, and local public health communications infrastructure; ensure agencies' authority to make science-based recommendations; and develop strategies for engaging different segments of the public.

The Treasury lists community outreach and engagement activities as an eligible use for supporting program evaluation, data and outreach. The Health Department intends to cover costs necessary and reasonable for successful performance of the dissemination of technical information related to COVID-19 and other public health matters. The SLFRF funds would be used in conjunction with other Federal awards but no duplication of benefits will occur. SLFRF funds will only cover eligible expenses under 31 CFR § 35.6 that other grants do not support.

¹ Trust In US Federal, State, And Local Public Health Agencies During COVID-19: Responses And Policy Implications

These costs may include, but are not limited to the rental of facilities, vaccine incentive, cost of meals and refreshments, local transportation, and other incidentals.² Costs for promotional items and memorabilia including models, gifts, and souvenirs are unallowable.³

Hays County will improve the efficacy of public health programs by bolstering its Health Department's ability to perform outreach. This will be achieved through \$25,000 in SLFRF funds for community outreach and engagement activities.

1.3 PROGRAM SUMMARY

The Health Department will improve the efficacy of public health programs by bolstering its Health Department's ability to perform outreach. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined that the Health Department can demonstrate a pandemic related need up to \$25,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

The Healthy Hays Forum Series were set up to educate the community on health topics that disproportionately affected Hays' two main demographics – the Hispanic community and school-age children – due to COVID-19. This community forum series ran from July 7th to October 27th and included five different themed forums. These events saw a cumulative attendance of 12 people, at a cost of \$5,034.⁴

Table 1: 2022 Healthy Hays Forum Series Statistics

Forum Name	# of Attendees	Total Cost
Water Safety	0	\$121
Immunization and Vaccine	1	\$2,618
Hispanic/Latino Health – Diet	1	\$583
Health Disparities in Deaf and Hard of Hearing Communities	10	\$1,483
New Parents Preparedness	0	\$230
Total Cost		\$5,034

Health Department analysis lists reasons for low attendance as lack of advertising, timing issues, poor venue location, and lack of incentives for attendees. Additional funding from the SLFRF can improve each of the listed reasons through providing better advertising, venue choice, and incentives.

² 2 CFR 200.432

³ 2 CFR 200.421(e)(3)

⁴ Costs for Water Safety forum are incomplete.

The community health workers at the Health Department serve as connectors between health care consumers and providers to promote health among groups that have traditionally lacked access to adequate care. These forums serve to improve health care outcomes for Hays County communities through the Health Department that speaks the language of their community, knows what is meaningful, and bridges the cultural gap between health care providers and the community.

One study of a community health worker outreach program targeting 590 underserved men in Denver for a variety of health services found a return on investment of more than \$2 for each dollar invested.⁶ Another study found that CHWs generated an annual cost savings of around \$2,000 per Medicaid patient with diabetes in West Baltimore.⁵ The addition of \$25,000 to the Health Department's outreach program is a reasonable and proportionate response to the pandemic.

3 ELIGIBILITY

3.1 FINAL RULE OVERVIEW⁶

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- Supporting program evaluation, data, and outreach through:
 - Community outreach and engagement activities

⁵ https://www.cdc.gov/dhdsp/pubs/docs/CHW_Policy_Brief_508.pdf

⁶ Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule



AGENDA ITEM REQUEST FORM: **F. 9.**

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Emergency Services District #1 (ESD 1). **SMITH**

Summary

Attachments

Draft ARPA Agreement - ESD 1
Draft PW - ESD 1

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 Doug Fowler, District Administrator, of Hays County Emergency Services District #1 (“Beneficiary”), located at P.O. Box 1604, 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 \$346,277.00 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 June 6, 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 June 6, 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 #1

Owner Name: Doug Fowler

Owner Title: District Administrator

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX107_Emergency Services District #1

HAYS COUNTY ARPA SLFRF PROJECT

HCTX107_Emergency Services District #1

1	Emergency Services District #1 Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility.....	5
3.1	Final Rule.....	5
3.2	Capital Expenditure.....	5

DRAFT

1 EMERGENCY SERVICES DISTRICT #1 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Emergency Services District # 1 (ESD 1) is the political subdivision established by local voters for the purpose of providing fire and emergency services in its territory. Like other local governments, ESD 1 is funded 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 formation of “North Hays County Emergency Service District No. 1” was created in 1988 by a vote of the electorate within the designated north Hays County area and validated by the Hays County Commissioner’s Court.

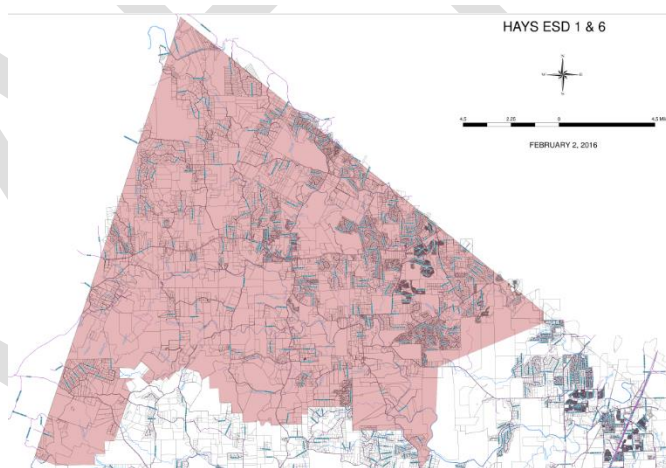
ESD 1 has five ambulances (four are 24/7 use, and one is reserved for use during required maintenance/repair of the other four units) to service its 244 square mile service area, which includes Dripping Springs, Driftwood and Henly. ESD 1 is bordered to the west by Blanco County, to the north by Travis County, to the south by ESD 4 & 7, and to the east by ESD 2 & 8, and ESD 5 (Figure 1).

Each unit is a mobile intensive care unit stocked with equipment tailored specifically for ESD 1’s size and distance from regional primary trauma-capable medical facilities.

The majority of ESD 1’s calls are transported to St. David’s South Austin Medical Center; 21 miles away from the center of the service area, i.e., at RR 12 and Hwy 290. The turnaround time from receipt of call to back in service within ESD 1 is an average of two hours. Repetitive travel to such distant locations strains ESD 1’s resources. 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.¹

During a large-scale disaster, the medical transportation assets required to transport the population of individuals with medical needs can become overwhelming.² 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 ESD 1 may not be adequate to respond and prevent further community spread.

Figure 1: ESD 1 Service Area



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

¹ [Why Extending the Vehicle Replacement Cycles Makes Sense | EMS1](#)

² Texas Department of State Health Services Ambulance Utilization 2011

medical equipment for prevention and treatment of COVID-19, including personal protective equipment and ambulances. Hays County will mitigate against future pandemics by bolstering ESD 1's ability to respond through the purchase of two new EMS ambulances (two 2023 Ram 4500 diesel chassis from Nyle Maxwell \$65,735 ea, \$131,370.00 total, and two chassis modules (interior and exterior) or "boxes" from Frazer \$270,855 with \$4,238 discount each; \$533,234.00 total,) and associated equipment, i.e., chest compressor (Lucas \$13,925.00). This will be achieved through a grant of \$346,277.00 to the ESD 1.

Quote Supplier	Equipment	#Units	Unit Price	Total
Frazer	"Boxes"	2	\$266,617.00	\$533,234.00
NyleMaxwell	Diesel Chassis	2	\$65,735.00	\$131,470.00
Lucas	Chest Compressor	1	\$13,925.00	\$13,925.00
			Total	\$678,629.00

The current order for two ambulances is to replace two existing units that have reached the end of their service life, i.e., 1) Medic 70, which is the current reserve unit, and 2) Medic 71, which is assigned to 111 EMS Drive in Dripping Springs, TX.

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 ambulances and chest compressor is under \$1 million.

1.3 PROGRAM SUMMARY

ESD 1 submitted an application for grant funds to Hays County for two new EMS Ambulances (two chassis modules or "boxes" from Frazer \$270,855.00, with \$4,238.00 discount each; \$533,234.00 total, and two 2023 Ram 4500 diesel chassis from Nyle Maxwell \$65,735.00 ea; \$131,470.00 total) and a chest compressor (Lucas \$13,925.00). The applicant provided documentation on the formation of "North Hays County Emergency Service District No. 1" to support the eligibility of ESD 1 as a beneficiary. Documentation was provided supporting the cost(s) to purchase two new EMS ambulances and life saving devices (a 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 1 can demonstrate a pandemic related need up to \$678,629.00. ESD 1's award is \$346,277.00

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

A single emergency vehicle could cost anywhere between \$120,000 and \$325,000.³ Available pricing on similar makes and models of ambulances comports with this analysis (Table 1). Makes and models similar to the one(s) purchased by ESD 1, i.e., Ram diesel Heavy Duty are priced at \$289,000 for the chassis and the module. The Nyle Maxwell chassis (\$65,735.00) and Frazer module (\$266,617.00)

³ <https://www.frazerbilt.com/blog-ambulance-cost>.

purchased by ESD 1 total \$346,277.00 each. That price includes extras, i.e., full sized spare tire (\$395.00), Tradesman Level 1 (\$1,780.00), Ambulance prep package (\$935.00), that will enhance the capability of each unit to travel the distances common to ESD 1 calls; these extras are not available in price of the on-line base models used for comparison. ESD 1 sourced the chassis and modules from separate suppliers to avoid existing supply chain delays that would have been inherent in ordering the chassis and modules from one supplier. The price of \$346,277.00 (each) for the two new Type 1 - 14ft Module on a 2023 Ram 4500 Diesel-fueled Chassis Ambulance is reasonable.

Table 1: Available Pricing on Similar Ambulance Makes/Models

Vehicle	Cost
2022 Ram Heavy Duty	\$239,900.00
2022 Ram 5500 Heavy Duty	\$289,900.00
2023 Ram 3500 Type 1	\$254,900.00
2023 Ram 4500 Heavy Duty	\$289,000.00
<hr/>	
Average	\$268,200.00 ⁴

Purchasing two new ambulances 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.⁵ The nationwide average for workload of yearly calls per ambulance is 2,408.⁶ The area that ESD 1 services (Figure 1) is approximately 33% of Hays County's land mass and accounts for the most area covered of all of Hays County ESDs.

ESD 1 responds to an average of 2,184 calls annually and the number of calls has increased each year from 2019 to 2022, and into the first quarter of 2023.⁷ Using the 53.0% Hays County growth rate⁸ that service call number would be 3,342 annually. Having two new ambulances to better serve the area's growing population would result in 836 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., chest compressor. A comparison was performed of the unit price for the item against the average price of the item available online. The results showed that the quote price was lower than comparable price data.

Quote Supplier	Unit Price	Sum of Average	Sum of Delta
Stryker	\$13,925.00	\$26,429.20	(\$12,504.20)

⁴ Arrow Ambulance | New Ambulances for Sale

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

⁵ <http://www.harwintonems.org/ambulances--equipment.html>

⁶ <https://www.hmpgloballearningnetwork.com/site/emsworld/article/1223842/ambulance-allocation-whats-right-balance>

⁷ ESD 1 Call Volume Data

⁸ Community Impact Sept. 13, 2021 [U.S. census data shows Hays County is fastest-growing county in nation | Community Impact](#)

3 ELIGIBILITY

3.1 FINAL RULE⁹

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment. The SLFRF Final Rule Overview further enumerates this eligible use to 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.

⁹ [31 CFR 35.6\(b\)](#)

Supplier	Name	Unit Price	Proposed Price	Quantity	Comparison Price 1	Comparison Price 2	Notes	Average	Delta
Stryker	Lucas Chest Compr	\$13,925.00	\$13,925.00	1	\$20,015.00	\$32,843.39	AED superstore, Grainger	\$26,429.20	\$12,504.20
Equipment Costs									
Quote Suppl	Equipment	# Units	Unit Price	Total					
Frazer	"Boxes"	2	\$ 266,617.00	\$ 533,234.00					
NyleMaxwe	Diesel chassis	2	\$ 65,735.00	\$ 131,470.00					
Lucas	chest compressor	1	\$ 13,925.00	\$ 13,925.00					
		Total	\$ 346,277.00	\$ 678,629.00					



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

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of May 2, 2023. **BECERRA/CARDENAS**

Summary

Attachments

5-2-2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



MAY 2, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 2nd DAY OF MAY 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, Abundant Life Christian Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made a public comment concerning county spending and growth. David Patterson emailed a public comment concerning the effects of county growth and its cost to residents.

38908 Adopt a Proclamation declaring May 15-21, 2023 as Police Week and May 18, 2023 as Peace Officers Memorial Day.

Lt. Ronnie Strain, Hays County Sheriff's Office, thanked the Court for the Proclamation and invited the public to a Memorial Day at the Government Center. The Court spoke about the importance of police and peace officers and thanked them and their families for their sacrifices.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation declaring May 15-21, 2023 as Police Week and May 18, 2023 as Peace Officers Memorial Day.

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

5 - 0 Passed - Unanimously

38909 Adopt a Proclamation recognizing May 9, 2023 as National Fentanyl Awareness Day.

Commissioner Cohen read a statement from the Hays County Local Health Department about the impact of fentanyl and the importance of awareness and action. Deputy Anthony Hipolito, Hays County Sheriff's Office, thanked the Court for the Proclamation and spoke about the outreach the office is doing with grant money it was awarded.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing May 9, 2023 as National Fentanyl Awareness Day.

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

5 - 0 Passed - Unanimously

38910 Adopt a Proclamation recognizing May 2023 as Mental Health Awareness Month.

Cristal Lopez, Youth Services Director for the SMTX Mental Health Coalition, thanked the Court for the Proclamation and invited the public to attend upcoming events.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing May 2023 as Mental Health Awareness Month.

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

5 - 0 Passed - Unanimously

Presentation to update the Commissioners Court on the Plum Creek Watershed Partnership & Watershed Protection Plan by the new Coordinator, Sean Melvin.

Sean Melvin, Plum Creek Watershed Coordinator, updated the Court on the current state of the watershed and spoke about upcoming events and initiatives.

38911 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

38912 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

38913 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

38914 Approve Commissioners Court Minutes of April 25, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of April 25, 2023.

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

5 - 0 Passed - Unanimously

38915 Approve the payment of the May 15, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective May 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of the May 15, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective May 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

38916 Authorize the County Judge to execute a no-cost, time extension to the Halff Associates, Inc. Work Authorization #3 Agreement, related to the 2020 Parks and Open Space Bond Program master Services Agreement.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute a no-cost, time extension to the Halff Associates, Inc. Work Authorization #3 Agreement, related to the 2020 Parks and Open Space Bond Program master Services Agreement.



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

5 - 0 Passed - Unanimously

38917 Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Preserve at Mustang Creek, Williamson County, Texas.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Preserve at Mustang Creek, Williamson County, Texas.

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

5 - 0 Passed - Unanimously

38918 Authorize Building Maintenance to purchase and install two new Herman Miller cubicle spaces valued at \$13,354.01 for the Development Services Office and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Building Maintenance to purchase and install two new Herman Miller cubicle spaces valued at \$13,354.01 for the Development Services Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38919 Authorize the acceptance of an amended grant award from the Office of the Governor, Bullet Resistant Shield Grant Program to reflect the total number of shields to be purchased as 41 instead of 38 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of an amended grant award from the Office of the Governor, Bullet Resistant Shield Grant Program to reflect the total number of shields to be purchased as 41 instead of 38 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-10 RE: *Authorize the County Judge to execute an Order Form with Flock Group, Inc. for the Constable Pct. 4 Office to purchase a software subscription for one Falcon Flex LPR Camera System under the Sheriff's Office Master Agreement; authorize a purchasing wavier to the purchasing policy. - WAS PULLED.*

38920 Approve the Consent to Assignment of IFB 2020-B02 Hauling Solid Waste with JJ's Waster and Recycling (formerly Central Waste & Recycling) to Central Texas Refuse, LLC.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the Consent to Assignment of IFB 2020-B02 Hauling Solid Waste with JJ's Waster and Recycling (formerly Central Waste & Recycling) to Central Texas Refuse, LLC.

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

5 - 0 Passed - Unanimously

38921 Authorize the County Judge to execute an updated Proposal with Firetrol Protection Systems for \$95,285 to purchase and install the required items for the IT-Election Building Renovation.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute an updated Proposal with Firetrol Protection Systems for \$95,285 to purchase and install the required items for the IT-Election Building Renovation.

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

5 - 0 Passed - Unanimously



38922 Authorize the County Judge to execute Contract Amendment No. 5 with Pritchard Industries, SW, formerly known as PBS of Texas, related to RFP 2020-P02 Countywide Janitorial Services, adding janitorial services at 101 Thermon Drive, total monthly amount \$1,725.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute Contract Amendment No. 5 with Pritchard Industries, SW, formerly known as PBS of Texas, related to RFP 2020-P02 Countywide Janitorial Services, adding janitorial services at 101 Thermon Drive, total monthly amount \$1,725.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38923 Authorize the Hays County Judge to execute an amendment and renewal of the Interlocal Agreement with the Guadalupe-Blanco River Authority regarding the funding and implementation of the Plum Creek Watershed Protection Plan (PCWPP) executed on or about July 11, 2011.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Hays County Judge to execute an amendment and renewal of the Interlocal Agreement with the Guadalupe-Blanco River Authority regarding the funding and implementation of the Plum Creek Watershed Protection Plan (PCWPP) executed on or about July 11, 2011.

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

5 - 0 Passed - Unanimously

38924 Authorize the submission of a grant application to the City of San Marcos's Community Block Development Grant program (CDBG) in the amount of \$30,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application to the City of San Marcos's Community Block Development Grant program (CDBG) in the amount of \$30,000.00.

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

5 - 0 Passed - Unanimously

38925 PLN-1956-PC; Call for a Public Hearing on May 23, 2023, followed by discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a Public Hearing on May 23, 2023, followed by discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat (PLN-1956-PC).

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

5 - 0 Passed - Unanimously

38926 PLN-2090-NP; Discussion and possible action regarding the Hays Commons Subdivision, Preliminary Plan; and to provide feedback to staff regarding preliminary plans under Chapter 705 of the Hays County Development Regulations.

Keith Whittington made a public comment against the proposed development due to road and flooding concerns. Jeff Kaufmann made a public comment against the proposed development and the need for interjurisdictional cooperation and development process transparency. Jeff Howard, representative for the applicant, made a public comment regarding the applicant's status within the approval process. Robert Levinski made a public comment against the proposed development and expressed concerns over compliance with the development agreement. Carol Gordon emailed a public comment against the proposed development and its possible effect on water quality. Carol Pennington emailed a public comment against the proposed development and its lot sizes and water plans. Mike Clifford with the Greater Edwards Aquifer Alliance emailed a public comment against the proposed development and how it may affect the environment. Brian Zabcik with the Save Barton Creek Association emailed a public comment against the proposed development and how it may affect the environment.



The Court discussed with Mark Kennedy, General Counsel, and Marcus Pacheco, Director of Development Services, the county's process for approving preliminary plans, Hays County's authority over this particular development, approval timelines, and issues with this preliminary plan, as well as how the court should address conditional approvals of plans moving forward.

A motion was made by Judge Becerra, seconded by Commissioner Cohen to deny the Hays Commons Subdivision, Preliminary Plan (PLN-2090-NP).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

NAY: Commissioner Shell, Commissioner Smith

3 - 2 Passed

38927 Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May 2023.

Commissioner Shell stated the Fire Marshal has approved this.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt an order authorizing the sale of fireworks beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May 2023.

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

5 - 0 Passed - Unanimously

38928 Discussion and possible action to authorize the County Judge to execute an Amended and Restated Interlocal Agreement Regarding the City of Kyle Tax Increment Reinvestment Zone Number Two between Hays County and the City of Kyle.

Commissioner Cohen explained this will extend the agreement from 2038 to 2057. Commissioner Smith suggested standardizing the amount of time these can be extended. Commissioner Shell suggested edits to the agreement. Stephanie Leibe, City of Kyle Bond Counsel with Norton Rose Fulbright, answered questions from the court. Judge Becerra summarized the TIRZ should not be used for general maintenance. Mark Kennedy, General Counsel, clarified a difference in the agenda item posting and the back-up.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Amended and Restated Interlocal Agreement Regarding the City of Kyle Tax Increment Reinvestment Zone Number Two between Hays County and the City of Kyle.

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

5 - 0 Passed - Unanimously

38929 Discussion and possible action on implementation of salary progression plans within the new salary chart.

Commissioner Shell explained there are existing salary progression plans within the county pay structure that need to be adjusted. Shari Miller, Director of Human Resources, further clarified this request is to continue these plans within the newly adopted pay structure and reviewed the budget impact.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to continue the pay progression plans as provided by Human Resources and presented in court.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 10:54 a.m. and resumed back into open court at 11:03 a.m.

38930 Discussion and possible action to consider granting a variance from Section 705.2.01 of the Hays County Development Regulations and allow issuance of development permits to the owner(s) of a portion of Tract 40C in Rainbow Ranch Subdivision, an unrecorded subdivision, in Precinct 3.



Marcus Pacheco, Director of Development Services, explained there will be no additional development on the property, just the installation of a water tank for fire suppression needs.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to grant a variance from Section 705.2.01 of the Hays County Development Regulations and allow issuance of development permits to the owner(s) of a portion of Tract 40C in Rainbow Ranch Subdivision, an unrecorded subdivision, in Precinct 3.

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

5 - 0 Passed - Unanimously

38931 Discussion and possible action to authorize each County Courts at Law Judge to procure a credit card in an amount not to exceed \$2,000.00 per card from the County depository bank.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize each County Courts at Law Judge to procure a credit card in an amount not to exceed \$2,000.00 per card from the County depository bank.

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

5 - 0 Passed - Unanimously

38932 Discussion and possible action to authorize the re-grade of one Bookkeeper/Purchasing Coordinator position in the Transportation Department, grade 114 to Financial Specialist I, grade 115, effective May 1, 2023.

Judge Becerra explained this is a continuation of the action taken at the last meeting and will create uniformity between departments. Commissioner Shell stated he will not support further re-grade requests until the budget process begins.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the re-grade of one Bookkeeper/Purchasing Coordinator position in the Transportation Department, grade 114 to Financial Specialist I, grade 115, effective May 1, 2023.

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

5 - 0 Passed - Unanimously

38933 Discussion and possible action to consider a continuance of the Local Disaster Declaration originally proclaimed by the County Judge on or about February 3, 2023, and extended by Commissioners Court on February 10, 2023.

Mike Jones, Director of Emergency Services, spoke about the ongoing clean-up efforts. Mark Kennedy, General Counsel, recommended extending the declaration 91 days so it ends on August 1, 2023, a Commissioners Court date.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to extend the Local Disaster Declaration originally proclaimed by the County Judge on or about February 3, 2023, and extended by Commissioners Court on February 10, 2023, by 91 days.

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

5 - 0 Passed - Unanimously

38934 Discussion and possible action to call for a public hearing on May 23, 2023 to hear and finalize changes to the Hays County Food Establishment Regulations.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on May 23, 2023 to hear and finalize changes to the Hays County Food Establishment Regulations.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:28 a.m. and resumed back into open court at 11:43 a.m.



38935 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.

Commissioner Shell stated the agreement will have a Not to Exceed amount of \$250,000, this is a collaboration between Hays County, ICI, and Texas State University, and once diligence is completed and the site is deemed viable, the County and ICI will execute a Parks and Open Space Agreement, committing the remainder of the POSAC recommended \$5,000,000 for this project.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Diligence Funding Agreement between the Indigenous Cultures Institute and Hays County, Texas for the performance of due diligence on a prospective property for the establishment of an Indigenous Cultures Institute Center, as presented in Executive Session, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38936 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 2. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize execution of a Purchase Agreement for Parcel 39 of the Windy Hill Road Improvement Project located in Precinct 2, owned by Heriberto Hernandez, as presented in Executive Session.

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

5 - 0 Passed - Unanimously

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

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 563 for the week of April 23, 2023, with a peak of 572 inmates on April 25, 2023. The estimated cost for outsourcing inmates this week was \$145,220. The average number of outsourced males is 231 and females is 1. This week's inmates were housed in the following counties: Atascosa, Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 34.

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

Clerk's Note Agenda Item #L-6 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* - **WAS PULLED.**



May 2, 2023


Clerk's Note Agenda Item #L-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 11:46 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MAY 2, 2023.





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





AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the May 31, 2023 payroll disbursements in an amount not to exceed \$4,000,000.00 effective May 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**

Summary



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Adopt a Resolution of support for the City of Kyle's application to Texas Department of Transportation (TxDOT) for funding of a shared use path along FM 150. **COHEN/BORCHERDING**

Summary

Kyle has submitted an application to TXDOT requesting funding of a shared use path along FM 150 between Leaman Road and Hwy 21. The City is asking for a resolution of support for the project.

Attachments

FM 150 Shared Use Path Resolution



**A RESOLUTION OF HAYS COUNTY, TEXAS,
IN SUPPORT OF THE CITY OF KYLE'S APPLICATION FOR THE FM 150 SHARED
USE PATH PROJECT THROUGH TXDOT'S 2023 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) PROGRAM.**

WHEREAS, Hays County supports efforts to increase safety and connectivity along State highways, and

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the City of Kyle has taken the initiative to apply for an award through the Transportation Alternatives Program,

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY
HAYS AS FOLLOWS:**

Hays County fully supports the efforts initiated by the City of Kyle through applying through TXDOT's Transportation Alternatives Program for funding for a sidewalk along FM 150 as proposed in their application.

RESOLVED, ORDERED, AND DECLARED this 23rd day of May, 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: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a service agreement with Smiths Detection, Inc. in the amount of \$17,898.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D). **SHELL/T.CRUMLEY**

Summary:

Countywide Operations/Building Maintenance have purchased two new industrial X-Ray machines for the Government Center Security and would like to purchase the annual service agreement for the two new units. The agreement includes the annual inspections, cleaning, and calibration of the two X-Ray security scanners. Additionally, the department is requesting a waiver from the County purchasing Policy requiring three quotes. Smiths Detection is the manufacturer and provider of the machines and software, therefore, maintains the equipment for the integrity of the component parts. Funding for this service agreement has been identified in the FY23 Building Maintenance Operating Budget.

Fiscal Impact:

Amount Requested: \$17,898

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D)

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

New Revenue Y/N?: N/A

Comments:

Attachments

Service Flyer

Smith's Detection Quote

Exhibit A - Terms



HI-SCAN™ 6040-2is / 6040DV

SERVICE CONTRACT | US SERVICE PROGRAM

Congratulations! You've invested in the best security solutions on the market with Smiths Detection. Now, protect your investment. Unexpected downtime and unanticipated maintenance expenses can be debilitating. Ensuring that your operations continuously achieve security, safety, and performance standards require proactive and reliable attention.

A service agreement assures trouble-free operation of your Smiths Detection products and also allows you to budget one fixed expense through the Agreement period. Our Service Representatives are of the highest technical caliber and are fully trained on the products your agreement covers. We offer a variety of service agreement options to meet your needs, as well as customized offering.

BENEFITS INCLUDED IN YOUR SERVICE PLAN

	PRIORITY ON-SITE	ON-SITE
Labor and replacement parts included	X	X
24/7 Technical Support	X	X
Travel time and expenses included	X	X
One annual preventative maintenance inspection (PMI)	X	X
Complete operational and calibration procedure	X	X
On-site service coverage	extended hours and weekends	8am-5pm (M-F) excl holidays
Fast response time	24 hours	36 hours

COVERAGE*

	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
ON-SITE	\$8,949	\$17,548	\$25,815	\$33,771	\$41,432
PRIORITY ON-SITE	\$9,845	\$19,304	\$28,399	\$37,150	\$45,578

CONTACT US

Americas Smiths Detection Customer Support:

• Tel: +1 800 297 0955 (Toll Free) or +1 410 612 2625

• Email: servicesales@smiths-detection.com or customer.support@smiths-detection.com

*Prices are subject to change and are for US customer units located within the Continental United States only.

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from Date Sold to No. Sold to name Sold to address Phone No. Fax No. Email	04/24/2023 Valid to 07/23/2023 04/27/2023 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836	Quotation No. Customer Reference Date Smiths Contact Person Phone No. Fax No. Email	20138700 04/24/2023 Ken Pasquale (410) 652-0913 ken.pasquale@smiths-detection.com
Ship to No. Ship to name Ship to address Phone No. Fax No. Email	315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836 lisa.griffin@co.hays.tx.us	Terms of Delivery Payment Terms Contact Person Tel	 Z009 Net 30 Lisa Griffin 518-483-6040
Equipment Material Serial No. Quantity	 1	Planned Service Warranty Service Contract	 - - -

Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr
10	Material No.	6040-1PMCM	2.000	EA	8949.00	17898.00	USD
	Material Description	ON SITE W/PMI 36 HR RESP 1 Year					

Total Unit Price	17898.00
Grand Total	17898.00

The grand total price of our quotation does not
include pricing for alternatives and/or options

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from Date Sold to No. Sold to name Sold to address	04/24/2023 Valid to 07/23/2023 04/27/2023 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA	Quotation No Customer Reference No. Customer Reference Date RMA No.	20138700 04/24/2023
Equipment Material Serial No. Quantity	 1	Planned Service Warranty Details Contract Details	- - -

Additional Remarks	On-Site Service Agreement Renewal HS6040si ON-SITE SERVICE AGREEMENT -On-Site Service Coverage # 8:00 a.m. # 5:00 p.m., Monday # Friday excluding holidays. - Typical Response Time: within 36 hours - Includes all Labor, Travel Time and Travel Expenses - Includes all Replacement Parts required - Reachback-ReachbackID - 24 hour by 7 day Call Center Support - One Annual Preventive Maintenance check. Complete operational and calibration procedure performed
--------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Standard Terms and Conditions	This sale is subject to Smiths Detection Terms and Conditions of service and sale. All other terms and conditions are hereby expressly rejected. Smiths Detection terms and conditions are attached hereto and incorporated herein as Exhibit A.
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Customer acknowledge (sign):

Date:

1. DEFINITIONS

- (a) "Company" means **Smiths Detection Inc.**, 2202 Lakeside Boulevard, Edgewood, MD 21040, USA.
- (b) "Equipment" means all components, spare parts, goods, equipment, or materials of any kind, which have been supplied by the Company under a Company Purchase Order.
- (c) "liability whatsoever" shall include, without prejudice to the generality of the expression, liability in tort and in contract, including liability for consequential loss (including loss of revenue or profit) or damage of any kind howsoever caused or arising.
- (d) "ICC Incoterms" means the International Chamber of Commerce's Incoterms as published from time to time and "Ex Works" and "FCA" shall have the meanings given them by ICC Incoterms from time to time save where such meanings are inconsistent with the terms hereof.
- (e) "Losses" means losses, claims, causes of action, suits, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations.
- (f) "Operator" means the operator or user of Equipment.
- (g) "Order" shall mean the agreement between the Company and the Purchaser (individually "Party" and collectively "the Parties") for the sale and purchase of the Equipment/Services, referencing the Terms and Conditions of Sale and any other contemporaneous writing, signed by both Parties.
- (h) "Purchaser" means the company, firm or individual who has bought, or agreed to buy, the Equipment and/or Services.
- (i) "Purchaser Delays" means any delay by Purchaser in performing any contractual obligations or any other circumstances for which Purchaser is responsible, including, without limitation, delays to attend testing (if required), take delivery, arrange shipment or import licences, or be available for Company technicians attendance at Purchaser's locations.
- (j) "Quotation" means the quotation addressed to the Purchaser by the Company.
- (k) "Service Agreement" means the agreement between the Parties for the sale and purchase of the Services, referencing the Terms and Conditions of Service herein and any other contemporaneous writing, signed by both Parties.
- (l) "Services" means all services, including maintenance and installation services, and operator training where applicable, provided under the Service Agreement.

2. GENERAL

- (a) The Quotation does not constitute an offer to supply any Equipment or Services and no contract exists unless and until there has been an acceptance by the Company in writing of the Service Agreement.
- (b) The acceptance of the Service Agreement whether or not based on a Quotation from the Company shall, unless otherwise specifically agreed by the Company in writing, be deemed to be subject to the terms and conditions herein contained which shall apply to the exclusion of any other provisions contained in any other document issued by the Purchaser at any time before or after this contract and, in particular, but without prejudice to the generality of the foregoing, contained in any order by the Purchaser.
- (c) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's handbooks, manuals, catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or gives rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Equipment as described therein.
- (d) The performance figures in respect of the Equipment included in the Company's specifications, product brochures and other published matter are indicative only and based on results obtained by the Company representative testing. The Company accordingly represents only that the Equipment met or demonstrated those performance standards or characteristics which are specifically attributed thereto in such specifications made available by the Company to the Purchaser and the Company gives no warranty that the Equipment will be suitable for any particular use to which the Purchaser may put them or how they will perform in such use or application.
- (e) The Purchaser shall ensure that any of its employees, agents or representatives or other person to whom the Purchaser shall provide the Equipment shall receive a copy of any operator manual in respect of the Equipment which is available from the Company.

3. PRICE

- (a) The price of the Services is current as of the date of the Quotation and valid for a period of 90 days thereafter, unless stated to the contrary by the Company in writing.
- (b) The Services shall be those specified in the Service Agreement as confirmed by the Company's acceptance in writing and the Company reserves the right to increase the price if the Purchaser requests an alteration to the Service Agreement or requests any modification to the Equipment.
- (c) Unless otherwise agreed in writing the price for the Services excludes VAT and all applicable taxes and duties the cost of which shall be determined as at the date of the invoice and shall be payable by the Purchaser.
- (d) The cost of any special packaging shall be determined at the date of invoice and shall be payable by the Purchaser.
- (e) The Purchaser shall not be entitled to make any deduction from the price of the Services in respect of any set-off or counter-claim unless both the

validity and the amount thereof have been expressly admitted by the Company in writing.

4. PAYMENT

- (a) The Purchaser shall, except where other payment arrangements are specifically agreed in writing, make full payment in US Dollars for the Services not later than 30 days after the date of the invoice relating thereto or, if earlier, on the day which a receiver of the Purchaser's undertaking is appointed or upon which any act is done or event occurs which is related to the insolvency of the Purchaser. If payment for the Equipment is not made when due the Company may charge interest thereon at the rate of one and a half per cent (1.5%) per month or the maximum rate allowable by law. Time of payment shall be of the essence.
- (b) Any failure to pay the price or any part thereof and other moneys payable by the Purchaser hereunder when due will also entitle the Company to refuse to provide the Services under this contract or under any other contract with the Purchaser and without incurring any liability whatsoever to the Purchaser for any delay.
- (c) The Company shall, in the event of the Purchaser being insolvent or failing to pay the Service price due under any other contract with the Company, be entitled to a general lien on all goods of the Purchaser in the Company's possession for the unpaid price of the Equipment sold and delivered to the Purchaser by the Company under this or any other contract. In the case of repairs or overhauls performed pursuant to this Service Agreement, the Purchaser hereby grants to the Company a perfected security interest in all Equipment retained in possession of the Company upon which any repair or overhaul services have been performed by the Company. To the extent that the Company maintains possession of Equipment under repair, the Purchaser agrees that the Company is a secured creditor of the Purchaser and has all the rights of a secured creditor. Any such liens or security interests granted herein may not be subordinated by the Purchaser.
- (d) No defect in the Services shall operate to interfere with the terms of payment.
- (e) The Company reserves the right to change the terms of payment whenever it reasonably appears that Purchaser's financial condition requires such changes, and may demand assurance of the Purchaser's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and the Company may, upon making such demand, stop production and/or suspend shipments hereunder without any liability whatsoever to the Purchaser.

5. DELIVERY

- (a) Unless otherwise agreed in writing and to the extent applicable: (i) all shipments of Equipment made by The Company shall be Ex-Works Company's Designated Facility (INCOTERMS 2010); (ii) notwithstanding the foregoing, all shipments exported outside of the United States shall be FCA Company's Designated Facility (INCOTERMS 2010).
- (b) Unless otherwise stated in writing any time or date for the delivery shall run from the date communicated to the Purchaser.
- (c) Delivery and the Purchaser's acceptance of the Equipment shall be deemed to have taken place at the earliest point in time at which risk passes to the Purchaser under the ICC Incoterms. Signature of any delivery note by any agent, employee or representative of the Purchaser or by any independent carrier shall be conclusive proof of the delivery and the Purchaser's acceptance of the Equipment. Notwithstanding such delivery, the Company shall have a general and particular lien over the Equipment for all claims by the Company against the Purchaser and all monies owing by the Purchaser to the Company howsoever arising.
- (d) Without prejudice to any rights of the Company hereunder, if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities (which the Purchaser is obliged under these terms and conditions or by law to obtain) for forwarding the Equipment or if there is any other Purchaser Delay, the Purchaser shall pay to the Company all storage and insurance costs and any other out of pocket expenses incurred arising from such delay.
- (e) The Purchaser shall be obliged to take delivery of the Equipment and/or Services when they are delivered or tendered for delivery. Where the Purchaser refuses or is unable (for any reason) to accept delivery of the Equipment and/or Services or if there is any other Purchaser Delay, the Company shall have the right (without prejudice to its other rights) to invoice the Purchaser in respect thereof (payment to be made within 30 days of the invoice date) and the Equipment and/or Services shall be deemed Delivered. The Company shall be entitled to invoice the Purchaser for the reasonable costs of re-delivery, storage and all other handling costs arising directly or indirectly therefrom and the Purchaser shall make payment to the Company within 30 days of the invoice date.
- (f) Purchaser Delays shall be considered excusable delays for the Company and result in a corresponding automatic extension of any agreed upon time for the performance of the Company's obligations under this Service Agreement. The Company shall not be liable to the Purchaser under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Purchaser Delays.
- (g) Unless otherwise stated in writing the Company shall be entitled to make partial deliveries by instalments and (where the Company has agreed to be responsible for delivery of the Equipment to the Purchaser) to determine the route and manner of delivery of the Equipment and shall be deemed to have the Purchaser's authority to make such contract with any carrier as the Company may deem reasonable. If the route involves

- sea transit the Company shall not be obliged to give the Purchaser any notice.
- (h) Where delivery of the Equipment is made in instalments, each instalment shall be construed as constituting a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.
 - (i) Time shall not be of the essence for delivery.
 - (j) In the event of any delay in delivery or installation whether attributable to cause outside the Company's control or not the Company shall be under no liability whatsoever to the Purchaser.

6. TERMS OF SERVICE

- (a) The Company shall not be required to provide Services in the event of any of the following: moving of the Equipment; damage to the Equipment caused by external sources or Force Majeure; Buyer's negligence or abuse; special modifications including, without limitation, tunnel extensions, connect of units to custom or non-Company-provided Baggage Handling System, or UPS; damage to equipment which has been dropped, bumped, or abused by Buyer; or for any damage caused by Buyer other than ordinary use. System Regeneration requirements, where applicable, are not included in this agreement.
- (b) All Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of the Company's published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Company billable rates.
- (c) Unless otherwise specified in a given Service Agreement, the prices specified are for equipment coverage for 12 months.
- (d) Equipment not currently covered by a Company Services Agreement must be inspected by an authorized Company Services representative and must be deemed in good working condition prior to inclusion in a Services Agreement. Inspection fees may apply. The Company will only offer coverage to units in good working order. The Company reserves the right to refuse coverage of any Equipment for any reason.
- (e) When required, replacement parts may be new or refurbished. Replacement parts carry a standard Company warranty for 90 days from installation, or for the remainder of the coverage of the Service Agreement, whichever is longer.
- (f) Service Agreements which priced at the Multi-System or Multi-Year discount shall revert to the full, non-discounted price in the event of an authorized cancellation or other interruption of the Agreement.
- (g) Cancellation. Either Party may terminate this Service Agreement, with or without cause, by providing at least sixty (60) days' written notice to the other Party.
- (h) Any on-site vendor, certification, regulatory authority, or other applicable fees shall be borne by Buyer.
- (i) This Service Agreement does not cover Equipment that has been highly contaminated by foreign substances. Equipment returned to the Company for repair is assumed to be free of contamination. If the Company has any reason to believe that any Equipment is contaminated, it is the Purchaser's responsibility to have the product decontaminated prior to returning the product to Smiths. The Purchaser shall be fully and solely liable to the Company in the event of any damages or illness caused by the Purchaser's failure to abide by this Section 6(i) and shall indemnify and hold the Company harmless accordingly, consistent with the terms of Section 8 herein.
- (j) Buyer agrees to ensure the safe and timely return of any loaned Equipment provided under this agreement. The loaned Equipment must be returned to the Company within two days after Customer's receipt of the repaired equipment or immediately upon request from the Company. Buyer shall be charged current pricing in effect for Products not received at the Company's designated facility within 30 days of the agreed return date. Buyer shall be responsible for any damage or loss to the Equipment, normal wear and tear excepted. The Equipment must be returned to the Company in the proper packaging to avoid damage during shipping.

7. LIMITATION OF LIABILITY

- (a) The Purchaser is relying on its own skill and judgement in relation to the Services supplied under this contract and the Company accepts no liability whatsoever for any knowledge it or its employees, agents or representatives may possess as to the purpose for which the Services are provided.

- (b) The Purchaser acknowledges and agrees that:
 - (i) The Equipment is intended to be used as security screening equipment, in order to assist in the detection of illegal and/or hazardous materials;
 - (ii) The degree of success with which the Equipment will fulfill their intended use is dependent on numerous factors, including without limitation the sophistication of efforts to conceal illegal and/or hazardous materials, the chemical identity and quantity of such materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and
 - (iii) No security screening equipment is capable of detecting every threat, and neither the Purchaser nor the Operator has any expectation that the Equipment are capable of detecting, or that they will detect, all illegal and/or hazardous materials (this being the case whether the Equipment are operated with or without Operator supervision, and regardless of the degree of diligence with which services of the Company, if any, are or have been performed).
- (c) The Company makes no guaranty or warranty as to the results that will be achieved through the use of the Equipment and it is agreed that the sole responsibility for such results shall be borne by Purchaser.
- (d) **The remedies provided in Clause 7 above shall be the Purchaser's sole remedy under the Terms of Service and all further remedies are hereby expressly excluded.**
- (e) **Neither the Company nor any of its affiliates shall be under any liability whatsoever to the Purchaser for indirect or consequential loss (including, but without limitation, loss of profit, loss of revenue, loss of goodwill, special, consequential, incidental, exemplary or other damages, including damages resulting from substitute procurement, loss of use, loss of data, loss of savings, loss of business, failure or delay in performance, even if the Company or its affiliates have been advised of the possibility of any such damages and whether or not arising out of any liability of the Purchaser to any other person) and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this Section, are hereby expressly excluded.**
- (f) **The aggregate liability of the Company and its affiliates taken together in respect of the direct consequences and, in the event that the Company is not entitled (for any reason) to rely on the provisions of paragraph (d) above, the indirect consequences (including but without limitation loss of profit, revenue or goodwill and whether or not arising out of any liability of the Purchaser to any other person) resulting from any breach of contract, breach of a duty of care, statutory duty, product liability or otherwise howsoever suffered shall be limited to the lesser of: (i) the amount of the Service Agreement to which the Equipment relate or (ii) US\$500,000, and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with provisions of this Section are hereby expressly excluded.**
- (g) All, if any, statements, recommendations and advice given by the Company or the Company's servants or agents to the Purchaser or its servants or agents as to any matter relating to the Services are given without responsibility and shall not give rise to any liability whatsoever on the part of the Company and the Purchaser hereby represents and warrants to the Company that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into the contract with the Company.
- (h) Should these Conditions apply to a consumer transaction the Purchaser's statutory rights shall not be affected by this Section 8.

8. INDEMNITY

To the fullest extent permitted by applicable law, the Purchaser shall defend, indemnify, and hold harmless the Company and its affiliates from and against any and all Losses and threatened Losses to the extent they result from or in connection with the use and/or operation of Equipment by Purchaser or Operator, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Purchaser and/or Operator in the performance of this Agreement that causes the Company or its affiliates to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of the Purchaser, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by the Purchaser or the Operator, whether based on warranty or other contract breach, negligence or other tort, for matters disclaimed in subsection 8(d) above. The Purchaser shall fully indemnify and completely hold harmless the Company and its affiliates as provided above, whether or not negligence or other fault of the Company or any of its affiliates contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. Nothing in subsection 8(g) or this Section 9 shall exclude or limit the liability of the Company or its affiliates, or require the Purchaser to defend, indemnify or hold harmless the Company or its affiliates, in circumstances where the Losses claimed are alleged to have resulted from (i) wilful misconduct or gross negligence of the Company and/or its affiliates, (ii) any fraud or fraudulent conduct on the part of the Supplier the Company and/or its affiliates, or (iii) any other liability that cannot be excluded by law, and where (in each case) such fault on the part of the Company

and/or its affiliates or liability is adjudicated to be the cause of the Losses.

9. COMPLIANCE WITH APPLICABLE LAW

The Purchaser shall comply with all applicable laws, treaties, regulations and codes of practice including, without limitation, the laws of the United States, and shall be solely liable for obtaining and maintaining any licenses, permits, or approvals that may be required for the purchase and operation of the Equipment.

10. EXPORT AND IMPORT CONTROLS

- (a) In the case of exports direct to Purchaser's designated location, all import duties, charges and assessments shall be paid by the Purchaser and the obtaining of any necessary import licences in respect of the Equipment shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of goods exported without the necessary import licences. The number and expiry date of any import licence shall be furnished to the Company with the shipping instructions at least one month prior to the delivery date. If the import licence expires before the Equipment has been made available the Purchaser shall be responsible for its renewal. The Company shall not be liable for any expense or loss caused by a Purchaser Delay in obtaining such licence or the renewal thereof.
- (b) When the export of the goods from the United States is subject to control, the contract will be conditional on the grant of an export licence. Applications for this licence will be made by the Company only when the Company is responsible for shipment. In all other cases the Company may assist the Purchaser in the procurement of such licence, but without being under any legal liability to do so.
- (c) The sale, resale or other disposition of the Equipment and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. The Purchaser agrees to comply with such laws, regulations and orders and shall not permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Equipment or any technology to any foreign person without complying with the applicable laws. To the fullest extent permitted by applicable law, the Purchaser shall defend, indemnify, and hold harmless the Company and its affiliates from and against any and all Losses and threatened Losses to the extent they result from a breach of this Section 11.

11. INTELLECTUAL PROPERTY RIGHTS

In the event of any claim being made or action being brought or threatened in respect of infringement of patents, copyright, trade marks, trade names, registered designs or any other intellectual property rights in respect of the Equipment or Services, the Purchaser will make no admission in respect thereof and will notify the Company thereof forthwith and the Company shall be entitled to conduct all negotiations and take all necessary proceedings to dispute the same in its own name and in the name of the Purchaser and the conduct of all proceedings and negotiations shall be completely at the discretion of the Company. In such event the Purchaser will execute all such documents and do all such things and render all such assistance to the Company as the Company shall require and the Purchaser shall indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any claim being made or action brought or threatened as a result of work done in relation to the Equipment by the Company in accordance with the Purchaser's specification or by the use to which the Equipment are put by the Purchaser.

12. SUB-CONTRACTS

The Company reserves the right to sub-contract the performance of the contract or any part thereof.

13. ASSIGNMENT

The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the consent of the Company.

14. CONFIDENTIALITY

- (a) The Parties agree that in the course of performance of the contract to which these Conditions apply, it may be necessary and desirable for them to exchange confidential information. For example, all Services, updates, repairs, replacements, fixes, modifications, and other changes to the Equipment shall be considered the Company's proprietary information. To accomplish this confidentiality, the parties agree as follows: Purchaser shall not disclose confidential information of the Company to any person outside its employ, except when authorized by the Company or in accordance with the Texas Public Information Act. Purchaser shall use the same level of care in preserving the confidential nature of the confidential information as it uses to protect its own confidential information but not less than reasonable care.

15. GOVERNING LAW

The Service Agreement and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts or choice of laws provisions. Any legal action shall be brought in a court of competent jurisdiction in the district courts of Hays County, Texas, or in the United States District Court for the Western District of Texas—Austin Division, if appropriate. **THIS SERVICE AGREEMENT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

Notwithstanding the foregoing, the federal laws of the United States of America shall be the governing laws, to the extent appropriate, with respect to issues involving patent, copyright, or trademark.

16. CHANGES AND TERMINATION

- (a) Company shall have the right, in its sole discretion, to terminate the Service Agreement if the Purchaser:
 - (i) is unable to pay its debts generally as and when they become due;
 - (ii) is the subject of a legal process declaring it insolvent;
 - (iii) ceases or threatens to cease carrying on its business;
 - (iv) commits any breach of the Service Agreement which is (a) incapable of remedy (as reasonably determined by the Company); or (b) not remedied within 14 days of the date of the breach.

Purchaser may make a written request for amendment or modification. If a request for amendment or modification is accepted by the Company, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any work under the Service Agreement an equitable adjustment shall be made in the price or delivery schedule, or both, and the Service Agreement shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Purchaser shall have the right to prescribe the manner of disposition of such property.

17. FORCE MAJEURE

The Company shall not be liable to the Purchaser for any loss or damage arising due to delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, exceptional adverse weather conditions, flood, lightning or fire (except if the cause of fire originates from the Equipment), strike or lockout, terrorist and/or insurgent activity, armed conflict, large scale organized criminal activity, the act or omission of Government or administrative or other competent authority, war, military operations or riot. The Company shall be permitted to suspend its obligations under the Service Agreement for the duration of any force majeure event.

18. SOFTWARE

To the extent that the Equipment contain or are software, or that the Services include software, Company hereby grants to Purchaser a non-exclusive, non-transferable, personal license to use the software and related documentation solely with the Equipment. Purchaser's use of the Equipment conclusively evidences its acceptance of this license and these Terms and Conditions, including this Section 22. Title to the software shall at all times remain with Company. Purchaser agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of the Company and includes valuable trade secrets. Purchaser agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Purchaser agrees to not disassemble, decompile, reverse engineer, create derivative works from, attempt to derive the source code or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

19. X-RAY BODY SCANNER

- (a) Purchaser is hereby notified that the exposure of human beings to x-ray radiation may be harmful. Purchaser acknowledges that the safe operation of the Equipment is entirely the Purchaser's responsibility and that the Company shall have no liability relating to the use or operation of the Equipment by Purchaser or anybody acting on the Purchaser's behalf. Purchaser undertakes to exercise such care and to adopt and follow such procedures in the use and operation of the Equipment as may be necessary to eliminate or minimize the hazards referred to in this section. Without limiting the generality of the foregoing, Purchaser undertakes to use the Equipment in full compliance with Company's maintenance procedures and operator manuals, to comply with the requirements of all applicable environmental or occupational health and safety laws, radiation safety laws and industry standards relating to radiation safety for personnel security screening systems using x-rays,

and to operate the Equipment within the radiation dose limits established by such laws and standards.

- (b) Purchaser is further notified that the use of x-ray Equipment on human beings for non-medical purposes may be prohibited in some states or require registration with governmental authorities. Purchaser undertakes to comply with all such prohibitions and registration requirements.
- (c) Purchaser covenants that the use and operation of the Equipment by or on behalf of the Purchaser shall comply with all applicable privacy and data protection laws.
- (d) To the fullest extent permitted by applicable law, Purchaser shall defend, indemnify, and hold harmless Company and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns from and against any and all actual or threatened Losses to the extent they arise from any non-compliance with the undertakings in paragraphs (a) to (c).

20. COMPLIANCE AND ETHICS

The Company is an Equal Opportunity Employer and is committed to conducting its business ethically and lawfully. To that end Company, maintains a Code of Business Ethics and mechanisms for reporting unethical or unlawful conduct. Company expects that the Purchaser also will conduct its business ethically and lawfully. Company Code of Business Ethics is available at <http://www.smiths-group.com/responsibility-code-of-business-ethics.aspx>.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to install a new 9,000 BTU Mitsubishi mini-split AC system in the Thermon building in the amount of \$4,862.92 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

In creating exam rooms at the new Thermon location, one large room will be remodeled and turned into two exam rooms by putting a wall up. Once the wall is built, one of the rooms will be without air conditioning/heating, and a mini-split unit will need to be installed in the newly created room. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal to install a 9,000 BTU Mitsubishi mini-split AC system. Funding for this has been identified within the Building Maintenance FY23 Operating budget.

Fiscal Impact:

Amount Requested: \$4,862.92

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,863 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$4,863) - Decrease Building Maintenance & Repair 001-695-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2020-P01, HVAC - Maintenance and Repair Service County Wide

G/L Account Validated Y/N?: Yes, Misc Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote



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

Date: April 27, 2023
Quote No: 018921
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: Thermon Bldg - New Addition
101 Thermon Drive
San Marcos, Texas 78666

Scope of Services:

JM Engineering will install a 9,000 BTU Mitsubishi mini-split AC system for the New Addition of the Thermon Building. Work will include installation of the unit, startup and commissioning of the new unit, final job site cleanup and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	28.0		\$	2,541.28
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
Subtotal	28.0	0	\$	2,541.28
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
9,000 BTU Mitsubishi Mini-Split, HVAC Parts and Supplies and Misc.	1.20	EA	\$ 1,872.20	\$ 2,246.64
Subtotal				\$ 2,321.64
GRAND TOTAL			\$	4,862.92

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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of a resolution for the Office of Governor, Homeland Security Grant Program associated with the Hays County Ready Central Texas Campaign Grant. **BECERRA/T.CRUMLEY**

Summary

If awarded, these funds would support a media campaign to raise public awareness for Ready Central Texas. Ready Central Texas is an app developed by the City of Austin with critical information and preparedness tips for residents in the Central Texas area related to disasters and major events. This campaign will include print advertising (flyers, brochures, etc.) swag to be given out at events, social media advertising, and radio ads. The Office of the Governor requires a signed resolution of support to accompany applications for this program. There is no match required for this grant. These funds are part of an allocation of funding to the Austin Area Urban Area Security Initiative (UASI) program.

Attachments

Resolution
Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Ready Central Texas Campaign project be operated in the 2024 year as part of the FY24 UASI Austin allocation of funding; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grant Program – State Homeland Security Program grant application; and

WHEREAS, The Hays County Commissioners' Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

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 submission of the grant application for the Hays County Ready Central Texas Campaign to the Office of the Governor.

ADOPTED THIS THE 23rd DAY of MAY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 4900201

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Regular: Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Urban areas must employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Hays County Office of Emergency Services seeks funds to perform a media campaign to raise public awareness for Ready Central Texas. This campaign will include print advertising (flyers, brochures, etc.) swag to be given out at events, social media advertising and radio ads. Hays County hosts two main fairs a year - one Health Fair and one Emergency Preparedness Fair. During these events, Hays County will provide printed

materials with information about Ready Central Texas as well as swag branded with Ready Central Texas information. Throughout the year, Hays County plans to run both social media and radio campaigns to raise public awareness about severe weather and seasonal dangers.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Some common hazards that projects may target include natural disasters such as hurricanes, tornadoes, severe weather, extreme heat, winter weather, and floods; technological hazards such as chemical spills, power outages, and cyber attacks; and man-made hazards such as terrorism and civil unrest. Severe weather: Central Texas is at risk for severe weather events, including tornadoes, thunderstorms, hail, hurricanes, severe weather, extreme heat, winter weather, and flash floods. These events can cause significant damage to infrastructure and pose a risk to public safety. Additional hazards are also a risk. Wildfires: Central Texas is also at risk for wildfires, particularly during periods of drought or high temperatures. Wildfires can cause significant damage to property and pose a threat to public safety. Public health emergencies: Central Texas is vulnerable to public health emergencies, such as disease outbreaks, pandemics, and bioterrorism. These emergencies can place a significant strain on healthcare systems and pose a risk to public safety. Transportation accidents: Central Texas is a major transportation hub, with several major highways and an airport in the region. Accidents involving transportation infrastructure, including crashes and derailments, pose a risk to public safety and can disrupt transportation systems. Cybersecurity threats: Central Texas is home to several major technology companies and is a hub for innovation in the technology sector. This makes the region vulnerable to cyber attacks and other cybersecurity threats, which can disrupt critical infrastructure and cause significant economic damage. Terrorism: Central Texas is at risk for terrorist attacks, particularly those involving explosives or firearms. These attacks can cause significant damage to infrastructure and pose a threat to public safety. This campaign will address Core Capability Threat and Hazard Identification (pg 33) of the THIRA

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The Ready Central Texas Campaign is one of the primary capabilities that the region currently employs. This campaign includes all hazard-based marketing campaigns, including paid traditional and earned media, paid and organic social media, and other forms of outreach and engagement. The campaign also includes the Ready Central Texas app, which is a phone-based application that provides emergency warnings, early alerts, and educational information to users. Additionally, the campaign features the ReadyCentralTexas.org website, which serves as an informational hub for all hazard preparedness. The region also provides outreach and community engagement activities throughout the area to support neighborhood preparedness for individuals, families, and neighborhoods. These activities include public education programming that educates residents on the importance of hazard preparedness and how to prepare for emergencies. Furthermore, the region provides youth education by supporting children in kindergarten through 8th grade with emergency preparedness art education and preparedness projects. This capability helps to promote a culture of preparedness among children, which can have a lasting impact on their families and communities.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Current funding allows for limited public education campaigns. However, with additional funds, Hays County could increase public education through print, social media, and radio. Funds will be used to implement large scale, more impactful campaigns that will reach a greater amount of people. The grant funding is a solution that will address this issue, as it will provide the region with the resources needed to launch a comprehensive public education campaign. The grant funds will enable the region to develop and disseminate targeted messaging to various groups within the community, including those who are traditionally hard-to-reach.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The goal of the Ready Central Texas campaign is to increase public awareness and preparedness for emergencies in the Central Texas region. By providing education, outreach, and supplies, the campaign aims to reduce capability gaps and enhance the region's resilience in the face of emergencies. Through a variety of outreach events and seasonal marketing campaigns, over 1 million people have already been reached. Hays County hopes to expand the current audience.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

Priority Action Number 3.1.3 - Provide technical assistance and training to local jurisdictions to encourage the development of hazard mitigation plans based on vulnerability assessments, and ensure planning integration at the regional level.

Target Group :

Identify the target group and population expected to benefit from this project.

Hays County, specifically the Office of Emergency Services, will receive this funding. Benefit will extend to all residents in Hays County.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

If grant funds are not received, Hays County will continue to be unable to educate the public about Ready central Texas. With sustained funding, the region can maintain robust public education campaigns and impact behavioral change within the community.

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Print This Page

Agency Name: Hays County
Grant/App: 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: Hays County Ready Central Texas Campaign
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)
Goal 3: Mitigate. Objective 3.1 Use mitigation planning to reduce the threats disasters pose to people, property, and critical functions throughout the state.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Community Preparedness and Resilience	100.00	Marketing campaigns to increase hazard based preparedness.

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held.	2
Number of exercises conducted.	
Number of individuals participating in exercises.	
Number of people trained.	
Number of planning/coordination meetings attended.	
Number of planning/coordination meetings conducted (including whole community as appropriate).	
Number of plans developed or updated.	
Number of plans reviewed.	
Number of trainings conducted.	

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of people participating in community preparedness events.	500
Number of stakeholders participating in planning/coordination meetings.	8

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Agency Name: Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Project Supplies (Organization)	\$4,000 for swag items (pens, cups, backpacks, shirts) branded with Ready Central Texas information to be distributed at events	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Supplies and Direct Operating Expenses	Computer Software and Media (Training)	\$4,220 for social media and radio advertising campaigns for public education about Ready Central Texas	\$4,220.00	\$0.00	\$0.00	\$0.00	\$4,220.00	0
Supplies and Direct Operating Expenses	Office Supplies (Training)	\$3,000 for printed materials (signs, brochures, pamphlets, flyers) promoting Ready Central Texas to be distributed at events	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance citizen awareness of emergency preparedness, prevention, and response measures

Capabilities

Core Capability: Public Information and Warning**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Neither Deployable or Shareable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step:**Description:****Process:**

Milestones

Milestone: Gather graphics and information for printing; **Completion Date:** 11-30-2023**Milestone:** Purchase swag items; **Completion Date:** 12-31-2023**Milestone:** Run social media campaign; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:**

You are logged in as **User Name:** scorprew



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of a resolution for the Office of the Governor, Homeland Security Grant Program associated with the Hays County CERT (Community Emergency Response Team) Enhancement Grant. **BECERRA/T.CRUMLEY**

Summary

If awarded, these funds would support the purchase of equipment for the Community Emergency Response Team (CERT) including a mobile lighting unit and CERT preparedness backpacks. The primary goal of this project is to offer support to citizens before, during, and after major emergencies and disasters, including acts of terrorism. There is no match required for this grant. These funds are part of an allocation of funding to the Austin Area Urban Area Security Initiative (UASI) program.

Attachments

Resolution

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County CERT Enhancement project be operated in the 2024 year as part of the FY24 UASI Austin allocation of funding; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grant Program – State Homeland Security Program grant application; and

WHEREAS, The Hays County Commissioners' Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

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 submission of the grant application for the Hays County CERT Enhancement to the Office of the Governor.

ADOPTED THIS THE 23rd DAY of MAY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 4898301

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Regular: Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Urban areas must employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Hays County plans to purchase equipment to help support the Community Emergency Response Team (CERT). This equipment includes 1 LINKTower portable mobile light unit and 49 ProPac CERT Kit Pro2 backpacks. Both of these items will be used when the CERT Team responds to disasters or emergencies throughout the county. The primary goal of this project is to offer support to citizens before, during and after major emergencies and

disasters, including acts of terrorism. The mobile light unit will be used in events that are responded to at night or during darkened conditions (extreme weather, etc.). This will allow the CERT Team and other responding agencies to better visualize the situation and safely respond and provide assistance. The ProPac CERT backpacks come packed with important items that can aid in an emergency including: adjustable wrench, disposable gloves, duct tape, surgical masks, emergency blanket, first aid kit, a flashlight, hard hat, leather work gloves, a light stick, safety goggles, a whistle, face shield, and a safety vest. These kits will be distributed to CERT members and members of the public to help prepare for emergency situations.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

THIRA Page 30 – Community Resilience. A key element to successfully responding to and recovering from a major disaster is the overall preparedness of individual citizens, families and the community. (FEMA) Many factors contribute to building resiliency in communities and Hays County plans on utilize this CERT program to emphasize principles that build a strong foundation for a whole community approach, i.e., to understand and meet the actual needs of the whole community, to engage and empower areas of the community, and to continuously strengthen what is already working well in communities.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently Hays County has a strong CERT program, but does not have the equipment being requested. CERT backpacks are regularly being given out, so stock must be replenished. CERT relies on other agencies to provide lighting solutions in the event that they may be needed, but being able to deploy their own equipment when needed would strengthen the community response.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Hays County, along with the entire CAPCOG Region, has experienced massive population growth which will continue in the coming years. Due to this extreme growth, County resources (Fire, EMS, Law Enforcement) are being spread thin and need as much support as possible. The CERT program will address minimizing the requests for emergency resources during emergencies and disasters through mitigation focused on preparing citizens to become resilient through employing disaster self-preparedness techniques, and life-safety skills, in their communities. This project will focus on providing CERT with equipment that will assist when responding to calls during disasters, at night, or in dark spaces as well as providing the community with backpacks that contain supplies to be used in emergencies and disasters. This will assist in address the Core Capability of Community Preparedness and Resilience on page 31 of the SPR.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The Community Emergency Response Team (CERT) has a goal of building effective community response before, during and after major disasters through three objectives, community engagement, providing information and training, and partnership development. Community engagement will drive the development of relationships to build networks for the distribution of emergency preparedness information. Preparedness information and training will be provided on disaster preparedness, life-safety skill development, and the emergency alerting system. Partnerships with community based organizations that represent vulnerable populations will be a key element in identifying community needs and identifying gaps in the local jurisdiction preparedness efforts.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

Priority Action Number 3.3.1 - Priority action text: Expand and enhance local jurisdiction and citizen capabilities through participation in Citizen Corps and other individual and community preparedness programs.

Target Group :

Identify the target group and population expected to benefit from this project.

Hays County, specifically the Office of Emergency Services, will receive the funding from this project. The benefit will extend to residents across Hays County as well as emergency responders who will be aided by CERT's assistance in responding to calls.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

This project is dependent on the receipt of grant funds. If funds are not granted, equipment will not be purchased. Backpacks will be need to be purchased with local funds and a reduced number will be purchased.

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Agency Name: Hays County
Grant/App: 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: Hays County CERT Enhancement
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)
Goal 3: Mitigation: Objective 3.3 Enhance the social resilience of Texas communities. This is the state goal and objective. Austin/Round Rock UASI does not yet have its own strategic plan.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Community Preparedness and Resilience	100.00	Project will support the Community Emergency Response Team (CERT) by providing equipment to aid in community support during disasters.

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held.	
Number of exercises conducted.	
Number of individuals participating in exercises.	
Number of people trained.	
Number of planning/coordination meetings attended.	
Number of planning/coordination meetings conducted (including whole community as appropriate).	
Number of plans developed or updated.	
Number of plans reviewed.	
Number of trainings conducted.	

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of people participating in community preparedness events.	
Number of stakeholders participating in planning/coordination meetings.	

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Agency Name: Hays County
Grant/App: 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: Hays County CERT Enhancement
Status: Application Pending Submission

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-LTPA Lighting, Portable Area Illumination	1 Generac LINKTower 120V LED Portable Mobile Light Tower priced at \$8000. Portable light unit will be used by CERT Team and partners in response to local emergencies/disasters.	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	1
Supplies and Direct Operating Expenses	21GN-00-CCEQ Equipment, Citizen Corps	Purchase of 57 CERT backpacks priced at \$65 each for a total of \$3,705 (\$3,656 in OOG Grant funds)	\$3,656.00	\$0.00	\$0.00	\$0.00	\$3,656.00	0

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance citizen/volunteer initiatives

Capabilities

Core Capability: Community Resilience**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Initiate**Description:** The authorization to begin work or resume work on any particular activity.**Process:** Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.

Milestones

Milestone: Begin gathering quotes for procurement; **Completion Date:** 11-30-2023**Milestone:** Purchase backpacks; **Completion Date:** 03-31-2024**Milestone:** Purchase portable light unit; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:**

You are logged in as **User Name:** scorprew



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of a resolution for the Office of the Governor, Homeland Security Grant Program associated with HazMat Team Monitor Maintenance Grant. **BECERRA/T.CRUMLEY**

Summary

If awarded, these funds would support the purchase of a RedWave ThreatID which is an Fourier Transform Infrared (FTIR) chemical detection unit that can be utilized on every chemical spill response by the Hays County HazMat team. The Office of the Governor requires a signed resolution of support to accompany applications for this program. There is no match required for this grant. These funds are part of an allocation of funding to the Austin Area Urban Area Security Initiative (UASI) program.

Attachments

Resolution

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County HazMat Team Enhancement project be operated in the 2024 year as part of the FY24 UASI Austin allocation funding; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grant Program – State Homeland Security Program grant application; and

WHEREAS, The Hays County Commissioners' Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

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 submission of the grant application for the Hays County HazMat Team Enhancement to the Office of the Governor.

ADOPTED THIS THE 23rd DAY of MAY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 4897001

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County HazMat Team Enhancement**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Law Enforcement Terrorism Prevention Activities (LETPA):

Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. Urban areas must employ regional approaches to overall preparedness.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Hays County is seeking to expand its detection capabilities with the purchase of a RedWave ThreatID which is an FTIR (Fourier transform infrared) chemical detection unit that can be utilized on every chemical spill response by the Hays County HazMat team. Because the Hays County HazMat Team responds to calls across the region, this project has a regional benefit as well as a local benefit. Hays County will seek to purchase the device within the first six months of the grant. After purchase, there will be an in-service training with all participating hazmat team departments within Hays County. The device will offer operational support on all chemical CBRNE events and will be utilized for training semi-annually through both regional and county exercises. The HazMat Team works with local law enforcement in order to mitigate terroristic threats and related HazMat threats. The Hays County HazMat Team has a close relationship with the Hays County Sheriffs Office and coordinates closely when appropriate for calls. Additionally, local law enforcement and the HazMat team will use the equipment requested to detect chemicals used in home made explosives and home made drug labs.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

This project will focus on chemical detection and identification during CBRNE events throughout the region. This is supported by Screening, Search, and Detection on page 24 of the THIRA and Environmental Response/Health and Safety on page 35 of the THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Hays County currently has the only HazMat Team in the region but does not currently meet standards to be considered a Type 1 Team by FEMA. The purchase of the proposed detection unit will allow for Hays County to

move to a Type 1 Team. Currently, the Hays County Team responds to HazMat calls throughout the region.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Environmental Response/Health and Safety capability directly correlates to the gaps identified on page 41 of the 2022 CAPCOG SPR. "Maintain availability of specialized equipment and PPE for regional specialized teams, including the HAZMAT and SWAT teams, or other teams tasked with Chemical, Biological, Radiological, Nuclear, and high-yield Explosives (CBRNE) response. This equipment may include radiation backpacks, portals, monitors, or the upgrades to existing resources such as Gas Chromatograph/Mass Spectrometers."

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

This project will reduce capability gaps identified in the THIRA and SPR. The Hays County Hazmat Team will conduct annual regional exercises/training to further improve the efficacy of protection of risk to the public and to the team.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

The priority action most closely aligned with this project is 2.2.1 Strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological, radiological, and nuclear incidents.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group for this project is the Hays County HazMat Team, housed under the Hays County Office of Emergency Services (OES). The HazMat Team will also work to support local law enforcement with this project.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Hays County has a contract with a vendor for maintenance of all HazMat monitors to ensure the devices are operational and ready for use when needed. If awarded, Hays County would intend to add the new device to that maintenance contract to continue supporting the outlined capabilities. The contract is currently funded with state grant funds, but if additional grant funds could not be procured for the maintenance of the proposed device, Hays County would absorb all maintenance costs. If funds are not awarded, Hays County will not proceed with the purchase of this device.

You are logged in as **User Name:** scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: Hays County HazMat Team Enhancement
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)
Goal 2: Protect. Objective 2.2: Reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents by enhancing control and early detection capabilities.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Purchase of RedWave ThreatID FTIR (Fourier transform infrared) chemical detection unit to support the Hays County HazMat Team

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County HazMat Team Enhancement**Status:** Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	14
Number of Special Response Team personnel provided with new or updated equipment.	14
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

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Print This Page

Agency Name: Hays County
Grant/App: 4897001 Start Date: 10/1/2023 End Date: 9/30/2024

Project Title: Hays County HazMat Team Enhancement
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN- KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	07CD-02-DPGC Detector, Gas Chromatograph/Mass Spectrometer, Chemical Agent	Funds for the purchase of 1 RedWave ThreatID FTIR (Fourier transform infrared) chemical detection unit.	\$78,000.00	\$0.00	\$0.00	\$0.00	\$78,000.00	1

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County HazMat Team Enhancement**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

25438584

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4384584

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives 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 you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County HazMat Team Enhancement**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: Screening, Search, and Detection**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Gather quote information for procurement; **Completion Date:** 11-30-2023**Milestone:** Purchase Device; **Completion Date:** 03-31-2024**Milestone:** Receive Device; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:**

You are logged in as **User Name:** scorprew



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to replace the existing split system located at the Precinct 3 Constables Office with a new 3-ton Johnson Controls heat pump mini split system in the amount of \$6,826.89 and amend the budget accordingly.

SHELL/T.CRUMLEY

Summary:

The 8-year-old split system located in the PCT 3 Constables Office has failed and needs to be replaced. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending replacement of this unit and will replace it with a new 3-ton Johnson Controls heat pump mini split system. Funding for this has been identified to be paid for with project savings currently in the FY23 Miscellaneous Capital Improvements Fund.

Fiscal Impact:

Amount Requested: \$6,826.89

Line Item Number: 170-657-00.5719_700

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$6,827 - Increase Misc. Equipment_Capital 170-657-00.5719_700

(\$6,827) - Decrease Misc. Capital Improvements 170-657-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2020-P01, HVAC Maintenance & Repair Services

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

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote



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

Date: May 3, 2023
Quote No: 019021
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: Precinct 3 - Constables Office

Scope of Services:

JM Engineering will replace split system with new 3-ton Johnson Controls heatpump mini split system for the Constables Office at Precinct 3. Work will include installation of the unit, startup and commissioning of the new units, final job site cleanup and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	28.0		\$	2,541.28
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
Subtotal	28.0	0	\$	2,541.28
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
3-ton Johnson Controls Mini-Split, HVAC Supplies and Misc.	1.20	EA	\$ 3,508.85	\$ 4,210.61
Subtotal			\$	4,285.61
GRAND TOTAL			\$	6,826.89

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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Amend the Commissioner Pct. 1 operating budget for continuing education expenses related to the South Texas County Judge and Commissioners Association Conference. **INGALSBE**

Summary:

Additional funds are needed for registration, hotel and per diem expenses related to the 89th Annual South Texas County Judge and Commissioners Association Conference.

Fiscal Impact:

Amount Requested: \$2,000

Line Item Number: 001-601-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source, County-Wide contingencies

\$2,000 - Increase Commissioner Pct. 1 Continuing Education 001-601-00.5551

(\$2,000) - 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: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Pct. 1 Office to utilize county funds to purchase a replacement refrigerator for the Pct. 1 Office not to exceed \$175.00. **INGALSBE**

Summary:

The Commissioner would like to utilize county funds for the purchase of replacement refrigerator. This refrigerator is utilized by several Elected Officials and county employees on Hays County Commissioners Court dates. Funding is available in the Building Maintenance general supply budget for this purchase.

Fiscal Impact:

Amount Requested: NTE \$175.00
Line Item Number: 001-695-00.5201

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: under \$500
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to replace one Packaged Terminal Air Conditioner (PTAC) unit valued at \$2,558.56 at the Thermon building with a new 12,000 BTU PTAC unit and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

One of the Packaged Terminal Air Conditioners (PTAC) at the Thermon building needs to be replaced. It is a 19-year-old unit with a failed compressor that cannot be replaced due to age. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal to replace the failed unit with a 12,000 BTU PTAC.

Fiscal Impact:

Amount Requested: \$2,558.56

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,559 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$2,559) - Decrease Building Maintenance & Repair 001-695-00.5451

Auditor's Office:

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

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

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote



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

Date: May 9, 2023
Quote No: 019121
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: 101 Thermon Drive,
San Marcos, TX 78666

Scope of Services:

JM Engineering will replace 12,000 BTU PTAC unit with like-for-like PTAC unit in the office at the Thermon Building. Work will include installation of the units, startup and commissioning of the new units, final job site cleanup and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	10.0		\$	907.60
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
Subtotal	10.0	0	\$	907.60
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
12,000 BTU PTAC, HVAC Supplies and Misc.	1.20	EA	\$ 1,313.30	\$ 1,575.96
Subtotal			\$	1,650.96
GRAND TOTAL			\$	2,558.56

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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve extension of the Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services for six (6) months, June 1, 2023 - November 30, 2023. **INGALSBIE/VILLARREAL-ALONZO**

Summary

On May 14, 2019, Commissioners Court approved the Pre-Qualified List of Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services. The Auditor recommends extending the current pool for six months to allow the committee to finalize the scope of work for a new RFQ. The extension will expire upon award of a new Pre-Qualified List of firms pursuant to a new solicitation or on November 30, 2023, whichever comes first.

Attachments

RFQ 2019-Q04 Pre-Qualified PID List

RFQ 2019-P04 Bond Underwriting Services

Prequalified Firms for PID Bond Underwriting Services

Bank of America Merrill Lynch

Citigroup Global Markets, Inc.

Estrada Hinojosa & Company, Inc.

FMSbonds, Inc.

Frost Bank

George K. Baum & Company

Hutchinson, Shockey, Erley & Co.

Morgan Stanley

Piper Jaffray & Co.

Raymond James & Associates, Inc.

RBC Capital Markets

Rice Securities, LLC dba Rice Financial Products Company

Stifel, Nicolaus & Company, Inc.

The Baker Group

UBS Financial Services, Inc.

UMB Bank, N.A.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the transfer of fee simple interests in Right of Way associated with FM110 (South and Middle Segments) from Hays County to Texas Department of Transportation (TxDOT). **INGALSBE**

Summary

Pursuant to the arrangement and Advanced Funding Agreement (AFA) between TxDOT and Hays County, the ROW associated with the 2 completed segments of FM110 is ready to be transferred.

Attachments

Special Warranty Deed-Middle FM110

Special Warranty Deed-South FM110

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

Date: _____ **2023**

Grantor: Hays County, a political subdivision of the State of Texas

Grantor's Mailing Address

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

Grantee: STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Mailing Address:

STATE OF TEXAS
Texas Department of Transportation
Attn: Right of Way Administrator
118 E. Riverside Dr.
Austin, Texas 78704

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All those certain tracts or parcels of land previously conveyed to Hays County, State of Texas, described in the instruments of record as listed in the attached Exhibit "A", recorded in the Official Public Records of Hays County, Texas (O.P.R.H.C.Tx); and more particularly described by the metes and bounds in Exhibits "B", "C", "D", "E", "F", "G", "H" and "I", Parts 1 through 4, which are attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

This conveyance is made by Grantors and accepted by the State of Texas subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of the County in which the property is located that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____ 2023.

GRANTOR:

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra
Hays County Judge

Acknowledgment

State of Texas
County of Hays

This instrument was acknowledged before me on ____ day of _____ 2023 by Ruben Becerra, County Judge of Hays County, a political subdivision of the State of Texas, on behalf of said county.

Notary Public, State of Texas

After recording return to:

EXHIBIT A**FM 110 MIDDLE ROADWAY IMPROVEMENTS****FROM FM 621 TO SH 80**

PARCEL NUMBER	GRANTEE	PUBLIC RECORDS INFORMATION – DOCUMENT NUMBER	ACREAGE
1M	HAYS COUNTY	CALDWELL COUNTY 2016-006351 DEED	0.3544
2M	HAYS COUNTY	CALDWELL COUNTY 2018-005921 JUD	13.358
3M	HAYS COUNTY	CALDWELL COUNTY 2016-000095 DEED	0.1575
4M	HAYS COUNTY	CALDWELL COUNTY 2016-001869 DEED	0.1913
5M	HAYS COUNTY	HAYS COUNTY 18001659	28.779
5M EASEMENT	HAYS COUNTY	HAYS COUNTY 18001660	1.005
6M	HAYS COUNTY	HAYS COUNTY 2016-16001654	53.897
6M EASEMENT PART 1	HAYS COUNTY	HAYS COUNTY 2016-16001655	4.04
6M EASEMENT PART 2			0.46
6M EASEMENT PART 3			3.53
6M EASEMENT PART 4			0.124

EXHIBIT "B"

County: Caldwell
Parcel No.: 1-MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

PROPERTY DESCRIPTION FOR PARCEL 1-MIDDLE

DESCRIPTION OF A 0.3544 ACRE (15,437 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.160 ACRE TRACT OF LAND DESCRIBED IN DEED TO CYNTHIA ALFORD AND TERRY ALFORD, AND RECORDED IN VOLUME 131, PAGE 775, DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.TX.), SAID 0.3544 ACRE (15,437 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing north right-of-way line of State Highway (SH) 80, a variable width right-of-way, as dedicated per TXDOT strip map 286-2-2,3, dated January, 1930;

THENCE S 11°43'45" W, over and across said SH 80, a distance of 119.54 feet to a TXDOT Type I monument found 571.76 feet left of Farm to Market (FM) 110 Engineer's Centerline Station (E.C.S.) 440+13.32 on the existing south right-of-way line of said SH 80, for the **POINT OF BEGINNING** of the parcel described herein, said point being on the north line of said 10.160 acre tract;

1) **THENCE** S 78°16'15" E, with the existing south right-of-way line of said SH 80 and the north line of said 10.160 acre tract, a distance of 222.17 feet to a calculated point for the northeast corner of said 10.160 acre tract and the parcel described herein, said point also being the northwest corner of a remainder of a called 22.25 acre tract of land described as First Tract in a deed to Van Lee Ohnheiser, and recorded in Volume 498, Page 339, D.R.C.C.TX.;

2) **THENCE** S 16°51'34" W, with the east line of said 10.160 acre tract and the west line of said remainder tract, a distance of 58.36 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 354.82 feet left of FM 110 E.C.S. 439+55.14 on the proposed west right-of-way line of FM 110, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod found for the northeast corner of a called 1.50 acre tract of land described in deed to James D. Elliot and Nancy Elliot, recorded in Volume 407, Page 189, D.R.C.C.TX., bears S 16°51'34" W, a distance of 323.42 feet;

THENCE over and across said 10.160 acre tract, with the proposed west right-of-way line of said FM 110, the following two (2) courses and distances numbered 3-4:

- 3) N 33°17'12" W, a distance of 41.27 feet to a TXDOT Type II monument set 384.00 feet left of FM 110 E.C.S. 439+84.32, and
- 4) N 78°17'12" W, a distance of 627.43 feet to a TXDOT Type II monument set 1,011.43 feet left of FM 110 E.C.S. 439+84.32 on the west line of said 10.160 acre tract, for the southwest corner of the parcel described herein;

5) **THENCE** N 34°24'05" W, departing the proposed west right-of-way line of said FM 110, with the west line of said 10.160 acre tract, a distance of 27.60 feet to a calculated point on the existing south right-of-way line of said SH 80 for the northwest corner of said 10.160 acre tract and the parcel described herein;

THENCE with the existing south right-of-way line of said SH 80 and the north line of said 10.160 acre tract, the following two (2) courses and distances numbered 6-7:

- 6) S 78°16'15" E, a distance of 459.56 feet to a TXDOT Type I monument found for an angle point in said existing right-of-way line, and
- 7) N 11°43'45" E, a distance of 10.00 feet to the **POINT OF BEGINNING**, and containing 0.3544 acre (15,437 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



William Reed Herring 12/1/2015

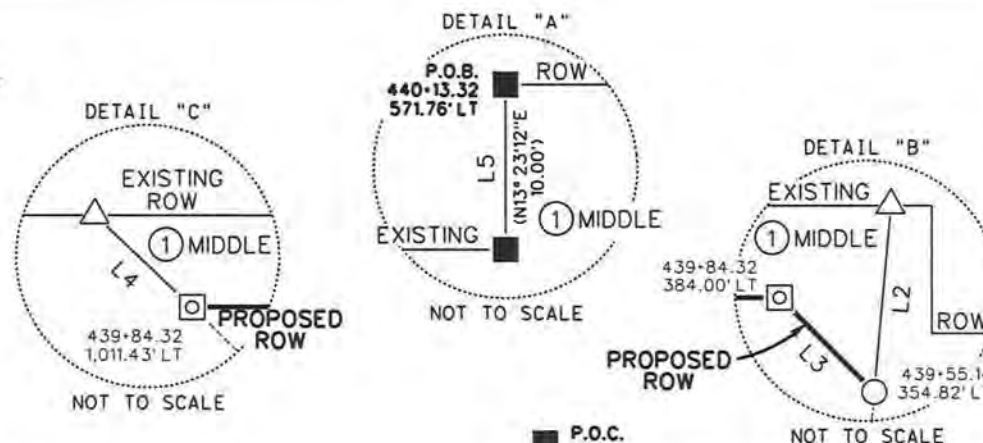
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

LEGEND

- TXDOT TYPE MONUMENT FOUND
- TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.C.C.TX. DEED RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.C.C.TX. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE



GRAPHIC SCALE
SCALE: 1" = 200'
CALDWELL COUNTY, TEXAS



S.H. 80
(VARIABLE WIDTH R.O.W.)
(PER TXDOT R.O.W. STRIP MAP 286-2-2,3)
(DATED JANUARY, 1930)

EXISTING ROW

SEE
DETAIL
"C"

PROPOSED ROW

① MIDDLE

CYNTHIA ALFORD AND
TERRY ALFORD
CALLED 10.160 ACRES
VOL. 131, PG. 775
D.R.C.C.TX.

P.O.C.

(S76° 39'00"E 467.50')
S78° 16'15"E
459.56'

(S76° 39'00"E 229.81')
S78° 16'15"E
222.17'

SEE
DETAIL
"B"

440+00

EXISTING ROW

VAN LEE OHNHEISER
REMAINDER OF A
CALLED 22.25 ACRES
FIRST TRACT
VOL. 498, PG. 339
D.R.C.C.TX.

WILLIAM PETTUS SURVEY
ABSTRACT NO. 21

NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.



JAMES D. ELLIOT
AND NANCY ELLIOT
CALLED 1.50 ACRES
VOL. 407, PG. 189
D.R.C.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S11° 43'45"W	119.54'
L2	S16° 51'34"W	58.36'
L3	N33° 17'12"W	41.27'
L4	N34° 24'05"W	27.60'
L5	N11° 43'45"E	10.00'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P1M_3.dgn

EXISTING 10.160 AC. ACQUIRE 0.3544 AC. REMAINING 9.8056 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CYNTHIA AND TERRY ALFORD
PARCEL 1-MIDDLE
0.3544 AC. (15,437 SQ. FT.)

PAGE 3 OF 3

REF. FIELD NOTE NO. 27239

EXHIBIT "C"

County: Hays
Parcel No.: 2-MIDDLE
Highway: FM 110
Limits: From FM 621
To SH 80

PROPERTY DESCRIPTION FOR PARCEL 2-MIDDLE

DESCRIPTION OF A 13.358 ACRE (581,862 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN REMAINDER OF A CALLED 22.25 ACRE TRACT OF LAND DESCRIBED IN DEED AS FIRST TRACT TO VAN LEE LLC, AND RECORDED IN VOLUME 498, PAGE 339, DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.TX.), SAID 13.358 ACRE (581,862 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing south right-of-way line of State Highway (SH) 80, a variable width right-of-way, as dedicated per TXDOT strip map 286-2-2, 3, dated January, 1930, for an angle point in the north line of a called 10.160 acre tract of land described in deed to Cynthia Alford and Terry Alford, and recorded in Volume 131, Page 775, D.R.C.C.TX.;

THENCE S 78°16'15" E, with the north line of said 10.160 acre tract and the existing south right-of-way line of said SH 80, a distance of 222.17 feet to a calculated point 349.58 feet left of Farm to Market (FM) 110 Engineer's Centerline Station (E.C.S.) 440+13.26 for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the common north corner of said remainder tract and said 10.160 acre tract;

THENCE continuing with the existing south right-of-way line of said SH 80 and the north line of said remainder tract, the following five (5) courses and distances numbered 1-5:

- 1) S 78°16'15" E, a distance of 12.41 feet to a calculated angle point,
- 2) S 11°43'45" W, a distance of 40.00 feet to a calculated angle point,
- 3) S 78°16'15" E, a distance of 565.17 feet to a calculated angle point,
- 4) N 11°43'45" E, a distance of 45.00 feet to a TXDOT Type I monument found for an angle point in said line, and
- 5) S 78°16'15" E, a distance of 221.99 feet to a calculated point for the northeast corner of said remainder tract and the parcel described herein, said point being the northwest corner of a called 6.0 acre tract of land described in deed to Jocelyn Victoria Finch, and recorded in Volume 491, Page 503, D.R.C.C.TX., from which a TXDOT Type I monument found on said existing right-of-way bears S 78°16'15" E, a distance of 576.68 feet;

6) **THENCE** S 25°43'26" W, with the east line of said remainder tract and the west line of said 6.0 acre tract, a distance of 34.76 feet to a TXDOT Type II monument set 441.57 feet right of FM 110 E.C.S. 439+84.32 on the proposed east right-of-way line of FM 110, from which a 5/8-inch iron rod found on the common line of said remainder tract and said 6.0 acre tract bears S 25°43'26" W, a distance of 1,299.42 feet;

THENCE over and across said remainder tract, with the proposed east right-of-way line of said FM 110, the following four (4) courses and distances numbered 7-10:

- 7) N 78°17'12" W, a distance of 85.57 feet to a TXDOT Type II monument set 356.00 feet right of FM 110 E.C.S. 439+84.32,
- 8) S 56°42'48" W, a distance of 212.13 feet to a TXDOT Type II monument set 206.00 feet right of FM 110 E.C.S. 438+34.32,
- 9) S 11°42'48" W, a distance of 454.93 feet to a TXDOT Type II monument set 206.00 feet right of FM 110 E.C.S. 433+79.39, and
- 10) S 19°14'42" W, passing at a distance of 698.93 feet a 5/8-inch iron rod with a TXDOT aluminum cap set 137.00 feet right of FM 110 E.C.S. 426+98.64 for a point of reference, and continuing for a total distance of 709.36 feet to a calculated point on the north bank of the San Marcos River, a State of Texas owned riverbed, and the south line of said remainder tract, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with cap stamped "Browning" found bears S 37°55'33" E, a distance of 531.42 feet;

THENCE with the north bank of said San Marcos River and the south line of said remainder tract, the following three (3) courses and distances numbered 11-13:

- 11) N 85°34'38" W, a distance of 173.24 feet to a calculated point,
- 12) N 45°16'34" W, a distance of 71.27 feet to a calculated point, and
- 13) S 85°50'25" W, a distance of 183.26 feet to a calculated point on the proposed west right-of-way line of said FM 110, for the southwest corner of the parcel described herein;

THENCE over and across said remainder tract, with the proposed west right-of-way line of said FM 110, the following three (3) courses and distances numbered 14-16:

- 14) N 19°14'42" E, passing at a distance of 18.48 feet a 5/8-inch iron rod with a TXDOT aluminum cap set 265.25 feet left of FM 110 E.C.S. 426+31.78 for a point of reference, and continuing for a total distance of 464.31 feet to a TXDOT Type II monument set 233.56 feet left of FM 110 E.C.S. 431+00.00,
- 15) N 11°42'48" E, a distance of 731.15 feet to a TXDOT Type II monument set 234.00 feet left of FM 110 E.C.S. 438+34.32, and
- 16) N 33°17'12" W, a distance of 170.86 feet to a TXDOT Type II monument set 354.82 feet left of FM 110 E.C.S. 439+55.14 on the west line of said remainder tract and the east line of said 10.160 acre tract, from which a 1/2-inch iron rod found on the west line of said remainder tract and the northeast corner of a called 1.50 acre tract of land described in deed to James D. Elliott and Nancy Elliott, and recorded in Volume 407, Page 189, D.R.C.C.TX. bears S 16°51'34" W, a distance of 323.42 feet;

17) **THENCE** N 16°51'34" E, with the west line of said remainder tract and the east line of said 10.160 acre tract, a distance of 58.36 feet to the **POINT OF BEGINNING**, and containing 13.358 acre (581,862 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
 4801 Southwest Pkwy
 Building Two, Suite 100
 Austin, Texas 78735
 TX. Firm No. 10064300

 2/16/2016
 William Reed Herring Date
 Registered Professional Land Surveyor
 No. 6355 – State of Texas





GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

WILLIAM PETTUS SURVEY
NO. 21
ABSTRACT

JAMES D. ELLIOTT
AND NANCY ELLIOTT
CALLED 1.50 ACRES
VOL. 407 PG. 189
D.R.C.C.TX.

CYNTHIA ALFORD
AND TERRY ALFORD
CALLED 10.160 ACRES
VOL. 131 PG. 775
D.R.C.C.TX.

CALDWELL COUNTY

HAYS COUNTY

APPROXIMATE
SURVEY AND
COUNTY LINE

2 MIDDLE

ENGINEERS FM 110 CENTERLINE

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.

VAN LEE LLC
REMAINDER OF A
CALLED 22.25 ACRES
FIRST TRACT
VOL. 498, PG. 339
D.R.C.C.TX.

S37°55.33'E 531.42'

SAN MARCOS RIVER
(STATE OF TEXAS OWNED RIVERBED)

P.O.R.
W/CAP
"BROWNING"



TIME: 7:35:20 AM
DATE: 2/16/2016
FILE: J:\1013033276\100\Survey\02Base\02DGN\ROW Acquisition\PARCELS\2M.3.dgn

EXISTING *21.426 AC. ACQUIRE 13.358 AC. REMAINING 5.403 AC. LEFT 2.665 AC. RIGHT

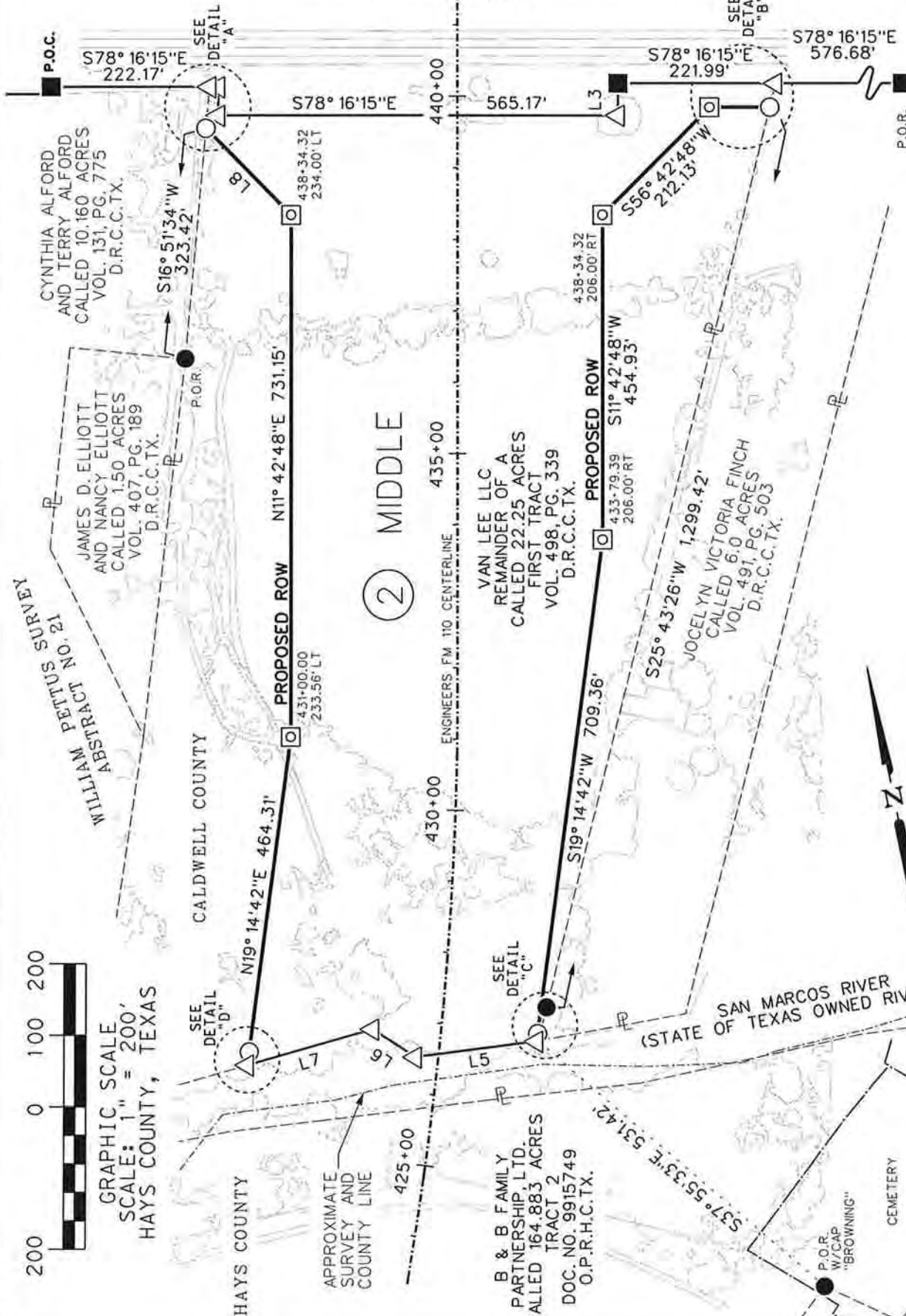


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
VAN LEE OHNHEISER
PARCEL 2-MIDDLE
13.358 AC. (581,862 SQ. FT.)

PAGE 4 OF 5
REF. FIELD NOTE NO. 27247

S.H. 80
(VARIABLE WIDTH R.O.W.)
(PER TxDOT R.O.W. STRIP MAP 286-2-2.3)
(DATED JANUARY, 1930)



LEGEND

- TXDOT TYPE MONUMENT FOUND
- TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 5/8" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.C.C.TX. DEED RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.C.C.TX. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.R.P.C.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- DISTANCE NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S78° 16'15"E	12.41'
L2	S11° 43'45"W	40.00'
L3	N11° 43'45"E	45.00'
L4	S25° 43'26"W	34.76'
L5	N85° 34'38"W	173.24'
L6	N45° 16'34"W	71.27'
L7	S85° 50'25"W	183.26'
L8	N33° 17'12"W	170.86'

NOTES:

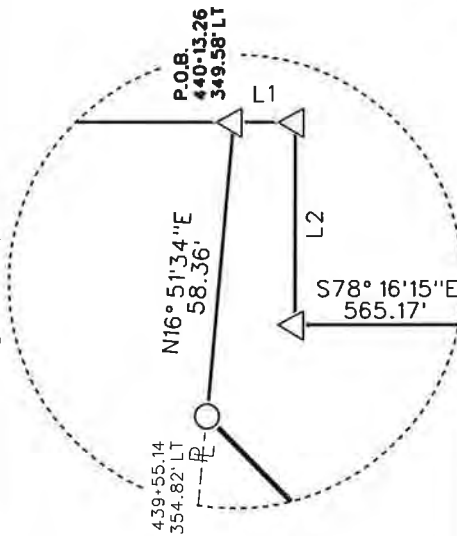
- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARNIS/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
 WILLIAM REED HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS

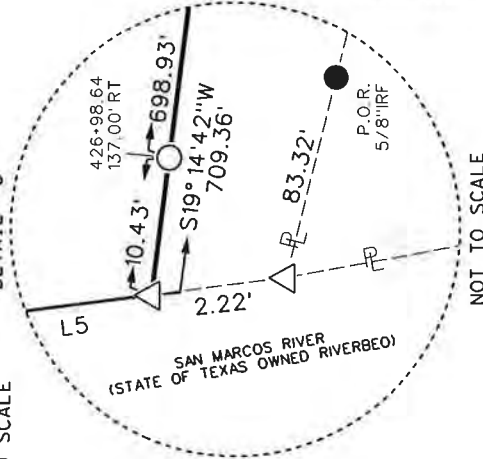
2/16/2016
 DATE

DETAIL "A"



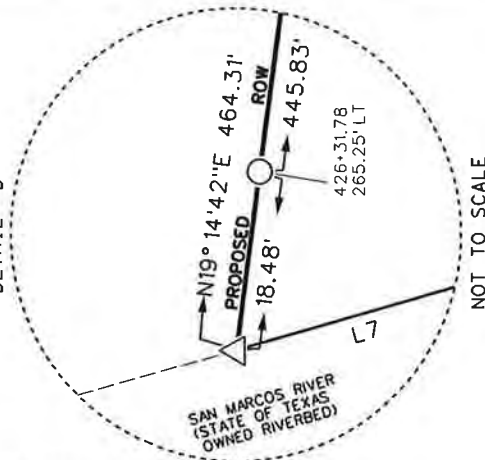
NOT TO SCALE

DETAIL "C"



NOT TO SCALE

DETAIL "D"



NOT TO SCALE



TIME: 7:35:36 AM
 DATE: 2/16/2016
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PAGE 5 OF 5
 REF. FIELD NOTE NO. 27247

EXISTING *21.426 AC. ACQUIRE 13.358 AC. REMAINING 5.403 AC. LEFT/2.665 AC. RIGHT



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 VAN LEE OHNHEISER
 PARCEL 2-MIDDLE
 13.358 AC. (581,862 SQ. FT.)

EXHIBIT "D"

County: Caldwell
Parcel No.: 3-MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

PROPERTY DESCRIPTION FOR PARCEL 3-MIDDLE

DESCRIPTION OF A 0.1575 ACRE (6,862 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 6.0 ACRE TRACT OF LAND DESCRIBED IN DEED TO JOCELYN VICTORIA FINCH, AND RECORDED IN VOLUME 491, PAGE 503, DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.TX.), SAID 0.1575 ACRE (6,862 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing south right-of-way line of State Highway (SH) 80, a variable width right-of-way, as dedicated per TXDOT strip map 286-2-2, 3, dated January, 1930, for an angle point in the north line of a remainder of a called 22.25 acre tract of land described as First Tract in a deed to Van Lee Ohnheiser, and recorded in Volume 498, Page 339, D.R.C.C.TX.;

THENCE S 78°16'15" E, with the north line of said remainder tract and the existing south right-of-way line of said SH 80, a distance of 221.99 feet to a calculated point 448.77 feet right of Farm to Market (FM) 110 Engineer's Centerline Station (E.C.S.) 440+18.01 for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the common north corner of said 6.0 acre tract and said remainder tract;

1) **THENCE** S 78°16'15" E, continuing with the existing south right-of-way line of said SH 80 and the north line of said 6.0 acre tract, a distance of 203.69 feet to a calculated point for the northeast corner of said 6.0 acre tract and the parcel described herein, said point also being the northwest corner of a called 39.72 acre tract of land described as Tract One in a deed to Irene Lynn Abernathy Living Trust, and recorded in Volume 615, Page 603, Official Public Records of Real Property of Caldwell County, Texas (O.P.R.R.P.C.C.TX.), from which a TXDOT Type I monument found bears S 78°16'15" E, a distance of 372.98 feet;

2) **THENCE** S 25°58'41" W, with the east line of said 6.0 acre tract and the west line of said 39.72 acre tract, a distance of 34.74 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 645.12 feet right of FM 110 E.C.S. 439+84.32 on the proposed east right-of-way line of FM 110, for the southeast corner of the parcel described herein;

3) **THENCE** N 78°17'12" W, over and across said 6.0 acre tract, with the proposed east right-of-way line of said FM 110, a distance of 203.55 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 441.57 feet right of FM 110 E.C.S. 439+84.32 on the west line of said 6.0 acre tract and the east line of said remainder tract, for the southwest corner of the parcel described herein, from which a 5/8-inch iron rod found on said common line bears S 25°43'26" W, a distance of 1,299.42 feet;

4) **THENCE** N 25°43'26" E, with the east line of said remainder tract and the west line of said 6.0 acre tract, passing at a distance of 33.33 feet a 5/8-inch iron rod found, and continuing for a total distance of 34.76 feet to the **POINT OF BEGINNING**, and containing 0.1575 acre (6,862 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

 12/1/2015

William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

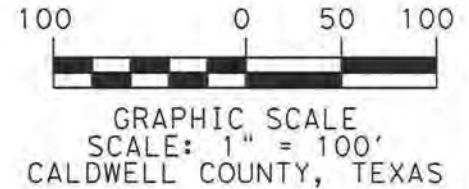


LEGEND

- TXDOT TYPE MONUMENT FOUND
- ⊙ TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.C.C.TX. DEED RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.C.C.TX. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.R.P.C.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- DISTANCE NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S25° 58' 41" W	34.74'
L2	N25° 43' 26" E	34.76'

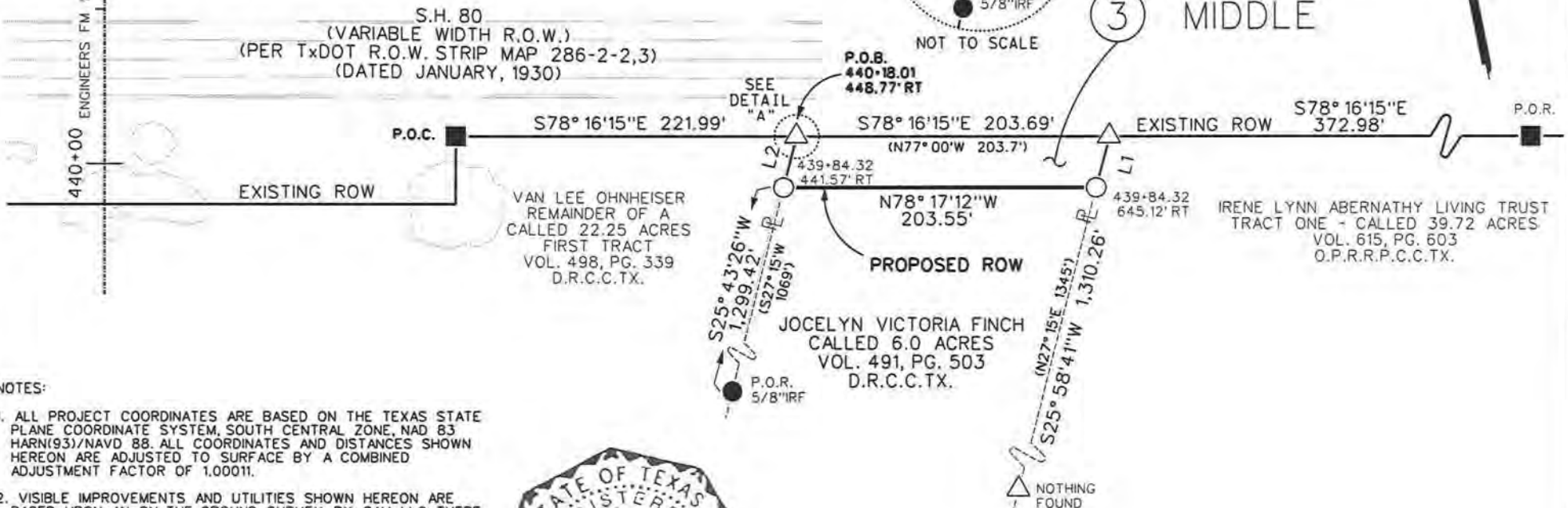


WILLIAM PETTUS SURVEY
ABSTRACT NO. 21

DETAIL "A"



MIDDLE



NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P3M_3.dgn

EXISTING	6.0 AC.	ACQUIRE	0.1575 AC.	REMAINING	5.8425 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOCELYN VICTORIA FINCH
PARCEL 3-MIDDLE
0.1575 AC. (6,862 SQ. FT.)

PAGE 3 OF 3
REF. FIELD NOTE NO. 27243

EXHIBIT "E"

County: Caldwell
Parcel No.: 4-MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

PROPERTY DESCRIPTION FOR PARCEL 4-MIDDLE

DESCRIPTION OF A 0.1913 ACRE (8,333 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NO. 21, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 39.72 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN A DEED TO IRENE LYNN ABERNATHY LIVING TRUST, AND RECORDED IN VOLUME 615, PAGE 603, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS (O.P.R.R.P.C.C.TX.), SAID 0.1913 ACRE (8,333 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing south right-of-way line of State Highway (SH) 80, a variable width right-of-way, as dedicated per TXDOT strip map 286-2-2, 3, dated January, 1930, for a point on the north line of said 39.72 acre tract;

THENCE N 78°16'15" W, with the north line of said 39.72 acre tract and the existing south right-of-way line of said SH 80, a distance of 129.51 feet to a TXDOT Type II monument set 897.15 feet right of Farm to Market (FM) 110 Engineer's Centerline Station (E.C.S.) 440+17.92 on the proposed east right-of-way line of FM 110, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE over and across said 39.72 acre tract, with the proposed east right-of-way line of said FM 110 the following two (2) courses and distances numbered 1-2:

- 1) S 11°42'48" W, a distance of 33.60 feet to a **calculated point 897.15 feet right of FM 110 E.C.S. 439+84.32 for the southeast corner of the parcel described herein,
- 2) N 78°17'12" W, a distance of 252.04 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 645.12 feet right of FM 110 E.C.S. 439+84.32 on the west line of said 39.72 acre tract and the east line of a called 6.0 acre tract of land described in deed to Jocelyn Victoria Finch, and recorded in Volume 491, Page 503, Deed Records of Caldwell County, Texas (D.R.C.C.TX.), for the southwest corner of the parcel described herein,

3) **THENCE** N 25°58'41" E, with the west line of said 39.72 acre tract and the east line of said 6.0 acre tract, a distance of 34.74 feet to a calculated point on the existing south right-of-way line of said SH 80, for the northwest corner of said 39.72 acre tract and the parcel described herein, said point also being the northeast corner of said 6.0 acre tract, from which a TXDOT Type I monument found on said right-of-way line bears N 78°16'15" W, a distance of 425.68 feet;

4) **THENCE** S 78°16'15" E, with the existing south right-of-way line of said SH 80 and the north line of said 39.72 acre tract, a distance of 243.48 feet to the **POINT OF BEGINNING**, and containing 0.1913 acre (8,333 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

****Right of entry was not given at the time of survey. Calculated point on the proposed right-of-way may be replaced with a Texas Department of Transportation Type II right-of-way marker upon completion of the highway construction project under supervision of a Registered Professional Land Surveyor, either employed or retained by Texas Department of Transportation.**

Bearing Basis:


All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

 12/1/2015

William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



LEGEND

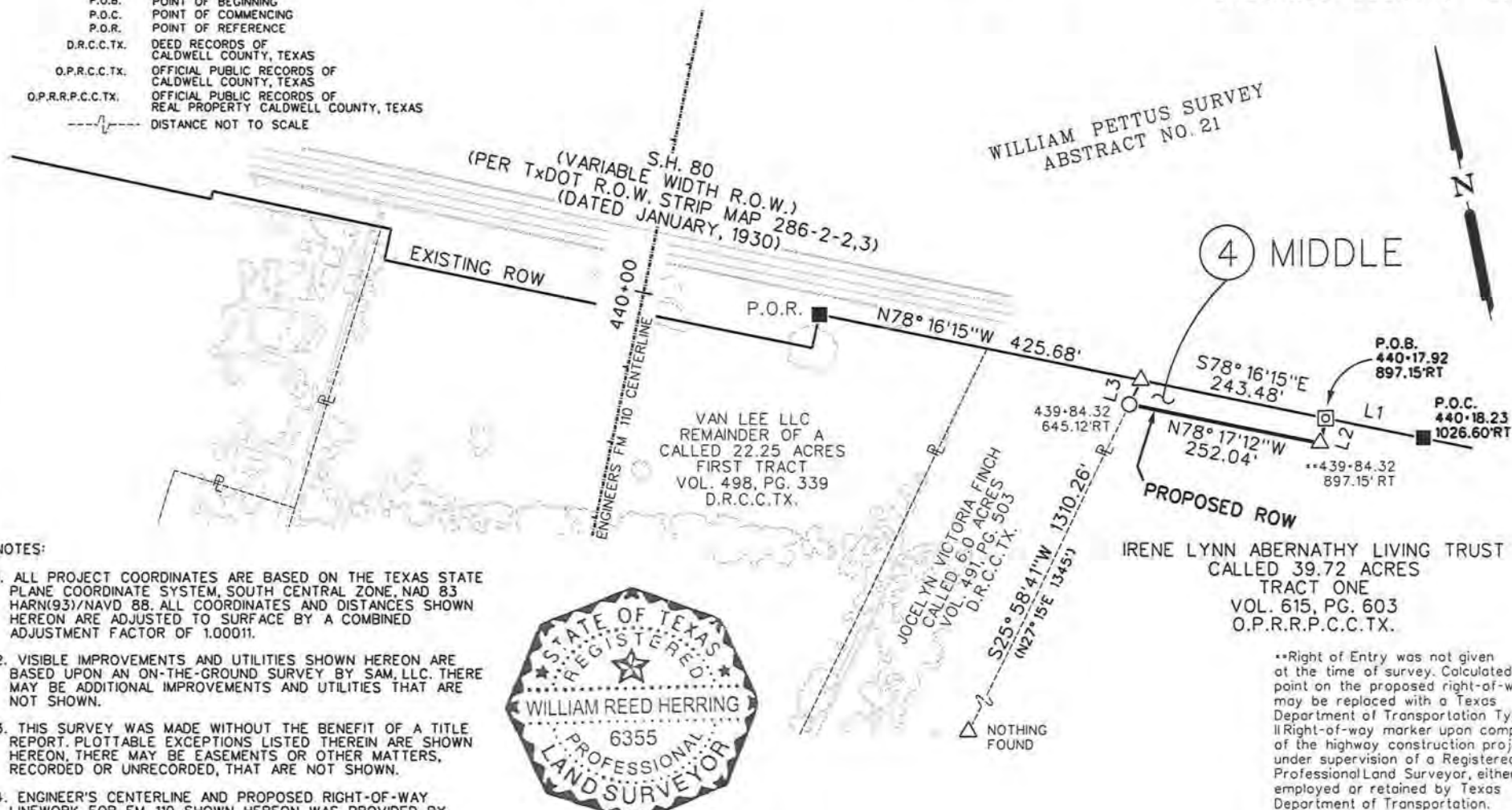
- TXDOT TYPE I MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.C.C.TX. DEED RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.C.C.TX. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.R.P.C.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY CALDWELL COUNTY, TEXAS
- DISTANCE NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N78° 16'15"W	129.51'
L2	S11° 42'48"W	33.60'
L3	N25° 58'41"E	34.74'



GRAPHIC SCALE
SCALE: 1" = 200'
CALDWELL COUNTY, TEXAS



NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P4M_3.dgn

EXISTING	39.72 AC.	ACQUIRE	0.1913 AC.	REMAINING	39.5287 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
IRENE LYNN ABERNATHY LIVING TRUST
PARCEL 4-MIDDLE
0.1913 AC. (8,333 SQ. FT.)

PAGE 3 OF 3
REF. FIELD NOTE NO. 27342

EXHIBIT "F"

County: Hays
Parcel No.: 5-MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

PROPERTY DESCRIPTION FOR PARCEL 5-MIDDLE

DESCRIPTION OF A 28.779 ACRE (1,253,613 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM B. BURNETT JR. SURVEY NO. 59, ABSTRACT NO. 56 AND THE WILLIAM A. MATTHEWS SURVEY NO. 61, ABSTRACT NO. 305, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN CALLED 532.212 ACRE (TRACT 1) AND 164.883 ACRE (TRACT 2) TRACTS OF LAND DESCRIBED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., AND RECORDED IN DOCUMENT NO. 9915749, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 28.779 ACRE (1,253,613 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 – 16.509 ACRES:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing east right-of-way line of Farm to Market (FM) 621, an 80-foot wide right-of-way, as dedicated per TXDOT strip map 987-3-1, dated April 1950, and the west line of a called 563.797 acre tract of land described in deed to The Mayan at San Marcos River, LLC, and recorded in Volume 4892, Page 330, O.P.R.H.C.TX.;

THENCE N 44°48'53" W, with the existing east right-of-way line of said FM 621, a distance of 463.20 feet to a calculated point 14.14 feet right of Farm to Market (FM) 110 Engineer's Centerline Station (E.C.S.) 300+41.08 for the southwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the southwest corner of said 532.212 acre tract, from which a 1/2-inch iron rod found bears S 00°32'12" W, a distance of 0.79 feet;

1) **THENCE** N 44°48'53" W, continuing with the existing east right-of-way line of said FM 621, a distance of 659.13 feet to a TXDOT Type II monument set 643.40 feet left of FM 110 E.C.S. 299+95.24 on the proposed north right-of-way line of FM 110, for the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said FM 621, over and across said 532.212 acre tract, with the proposed north right-of-way line of said FM 110, the following six (6) courses and distances numbered 2-7:

- 2) N 45°11'07" E, a distance of 10.00 feet to a TXDOT Type II monument set 644.10 feet left of FM 110 E.C.S. 300+05.22,
- 3) S 44°48'53" E, a distance of 208.67 feet to a TXDOT Type II monument set 435.93 feet left of FM 110 E.C.S. 300+19.73,
- 4) S 89°48'53" E, a distance of 169.71 feet to a TXDOT Type II monument set 324.57 feet left of FM 110 E.C.S. 301+47.79,
- 5) N 45°11'07" E, a distance of 221.00 feet to a TXDOT Type II monument set 339.68 feet left of FM 110 E.C.S. 303+68.88, for a point of curvature in said proposed north right-of-way line,

- 6) With the arc of a curve to the right, passing at a distance of 1009.43 feet a TXDOT Type II monument set 329.63 feet left of FM 110 E.C.S. 313+56.21, continuing for a total distance of 2,017.59 feet, through a central angle of 22°54'00", having a radius of 5,048.00 feet and a chord which bears N 56°38'07" E, a distance of 2,004.19 feet to a TXDOT Type II monument set 202.64 feet left of FM 110 E.C.S. 323+32.22, and
- 7) With the arc of a curve to the left, a distance of 301.37 feet, through a central angle of 01°33'45", having a radius of 11,052.00 feet and a chord which bears N 67°18'15" E, a distance of 301.36 feet to a TXDOT Type II monument set 156.14 feet left of FM 110 E.C.S. 326+24.57 on the common line between said 532.212 acre tract and said 563.797 acre tract, for the east corner of the parcel described herein, from which a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 398+71.84 for the **POINT OF BEGINNING** of Part 2 of the parcel described herein bears N 49°10'23" E, a distance of 7,111.74 feet;
- 8) **THENCE** S 49°10'23" W, with the common line of said 563.797 acre tract and said 532.212 acre tract, a distance of 2,600.79 feet to the **POINT OF BEGINNING**, and containing 16.509 acres (719,132 SQ. FT.) of land, more or less.

PART 2 – 12.270 ACRES:

BEGINNING at said TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 398+71.84 on the south line of said 532.212 acre tract and the north line of said 563.797 acre tract, for the west corner of the parcel described herein;

THENCE over and across said 532.212 acre tract and said 164.883 acre tract, with the proposed north right-of-way line of FM 110, the following three (3) courses and distances numbered 1-3:

- 1) With the arc of a curve to the left, a distance of 859.09 feet, through a central angle of 09°56'52", having a radius of 4,948.00 feet and a chord which bears N 44°11'57" E, a distance of 858.01 feet to a TXDOT Type II monument set 113.77 feet left of FM 110 E.C.S. 407+50.00,
- 2) N 32°39'30" E, a distance of 633.47 feet to a TXDOT Type II monument set 147.41 feet left of FM 110 E.C.S. 414+00.00, and
- 3) N 19°14'42" E, passing at a distance of 1,008.15 feet a 1/2-inch iron rod with TXDOT aluminum cap set 266.25 feet left of FM 110 E.C.S. 224+46.31 for a point of reference, and continuing for a total distance of 1,073.12 feet to a calculated point on the north line of said 164.883 acre tract and the south bank of the San Marcos River, a State of Texas owned riverbed, for the northwest corner of the parcel described herein;

THENCE with the south bank of said San Marcos River and the north line of said 164.883 acre tract, the following three (3) courses and distances numbered 4-6:

- 4) S 85°00'50" E, a distance of 121.66 feet to a calculated point,
- 5) S 85°17'48" E, a distance of 233.82 feet to a calculated point, and
- 6) S 84°29'45" E, a distance of 57.40 feet to a calculated point on the proposed east right-of-way line of said FM 110, for the northeast corner of the parcel described herein;

THENCE over and across said 164.883 acre tract, with the proposed south right-of-way line of said FM 110, the following three (3) courses and distances numbered 7-9:

- 7) S 19°14'42" W, passing at a distance of 45.03 feet a 1/2-inch iron rod with TXDOT aluminum cap set 133.73 feet right of FM 110 E.C.S. for a point of reference, passing at a distance of 425.55 feet a 1/2-inch iron rod with TXDOT aluminum cap set 143.28 feet right of FM 110 E.C.S. 422+00.15, and continuing for a total distance of 561.13 feet to a TXDOT Type II monument set 153.47 feet right of FM 110 E.C.S. 420+68.85,
- 8) S 34°05'25" W, a distance of 687.79 feet to a TXDOT Type II monument set 82.00 feet right of FM 110 E.C.S. 414+00.00, at the beginning of curve to the right, and
- 9) With said curve to the right, a distance of 124.33 feet, through a central angle of 01°24'06", having a radius of 5,082.00 feet and a chord which bears S 32°40'21" W, a distance of 124.32 feet to a TXDOT Type II monument set 82.00 feet right of FM 110 E.C.S. 412+77.68 on the common line between said 164.883 acre tract and said 563.797 acre tract, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with cap stamped "Browning" found bears S 49°10'23" W, a distance of 1,310.40 feet;
- 10) **THENCE** S 49°10'23" W, with the common line of said 164.883 acre tract and said 563.797 acre tract, passing at a distance of 710.75 feet a TXDOT Type II monument set 63.91 feet left of FM 110 E.C.S. 405+82.69, and continuing for a total distance of 1,410.75 feet to the **POINT OF BEGINNING**, and containing 12.270 acres (534,481 SQ. FT.) of land, more or less.

PART 1= 16.509 ACRES

PART 2= 12.270 ACRES

TOTAL= 28.779 ACRES

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



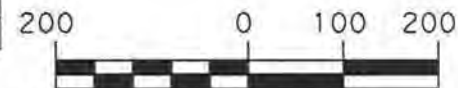
 12/1/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22° 54'00"	5,048.00'	2,017.59'	2,004.19	N56° 38'07"E

LINE TABLE

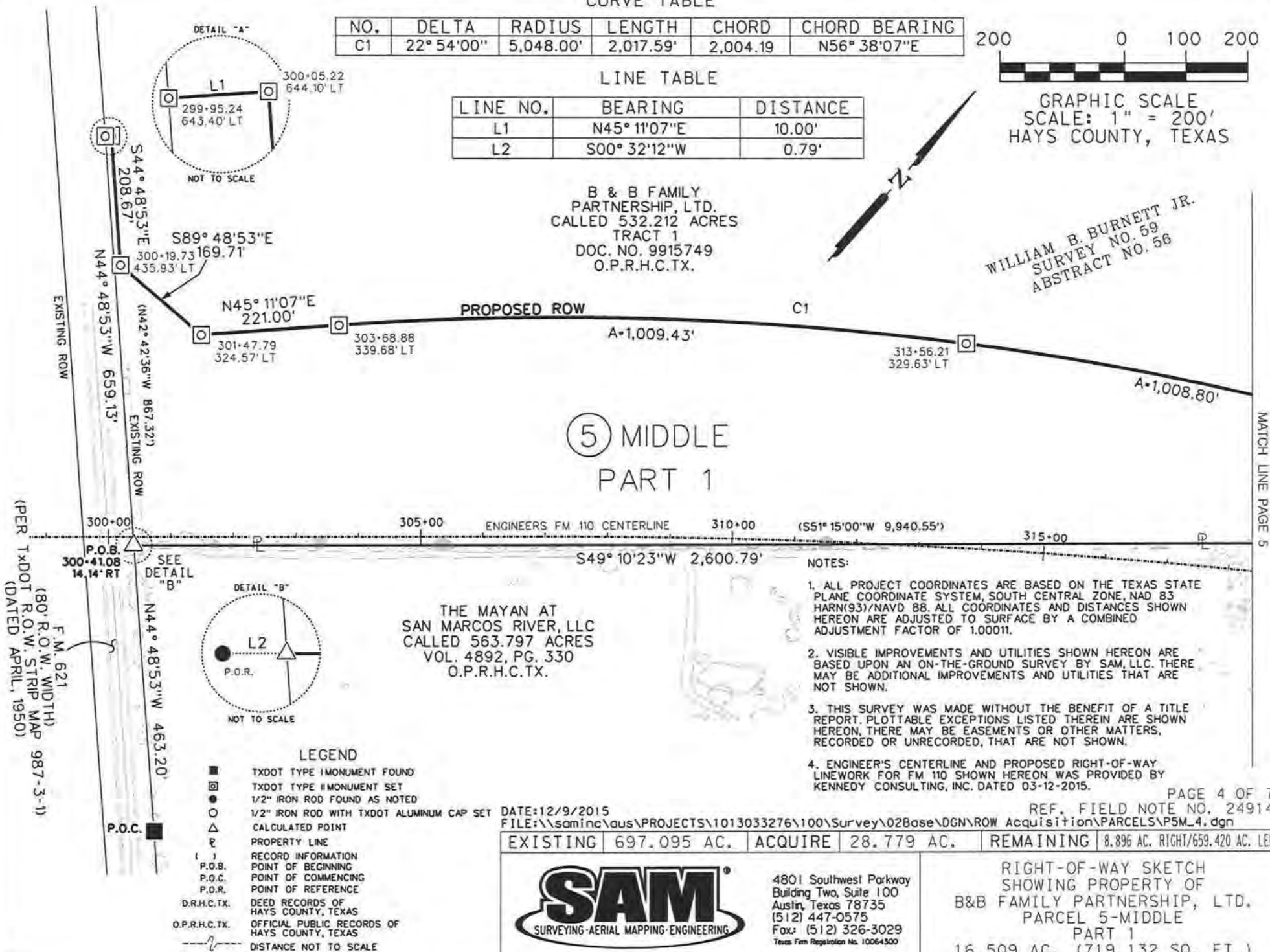
LINE NO.	BEARING	DISTANCE
L1	N45° 11'07"E	10.00'
L2	S00° 32'12"W	0.79'



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM B. BURNETT JR.
SURVEY NO. 59
ABSTRACT NO. 56



⑤ MIDDLE PART 1

THE MAYAN AT
SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
3. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
4. ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

PAGE 4 OF 7

REF. FIELD NOTE NO. 24914

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\PM_4.dgn

DATE: 12/9/2015

EXISTING	697.095 AC.	ACQUIRE	28.779 AC.	REMAINING	8.896 AC. RIGHT/659.420 AC. LEFT
----------	-------------	---------	------------	-----------	----------------------------------



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
B&B FAMILY PARTNERSHIP, LTD.
PARCEL 5-MIDDLE
PART 1
16.509 AC. (719,132 SQ. FT.)

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

(PER TXDOT R.O.W. STRIP MAP 987-3-1)
(DATED APRIL, 1950)

CURVE TABLE

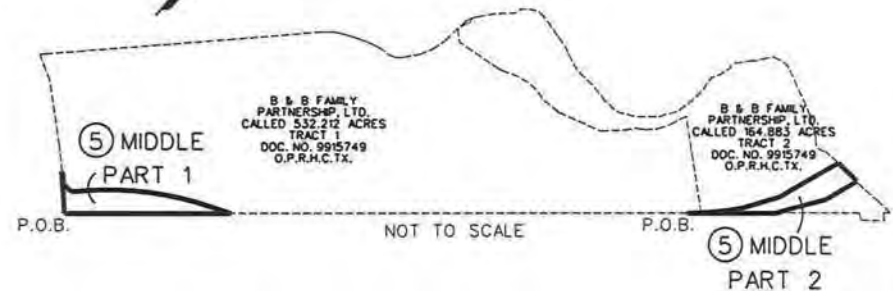
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22° 54' 00"	5,048.00'	2,017.59'	2,004.19	N56° 38' 07"E
C2	01° 33' 45"	11,052.00'	301.37'	301.36'	N67° 18' 15"E
C3	09° 56' 52"	4,948.00'	859.09'	858.01'	N44° 11' 57"E



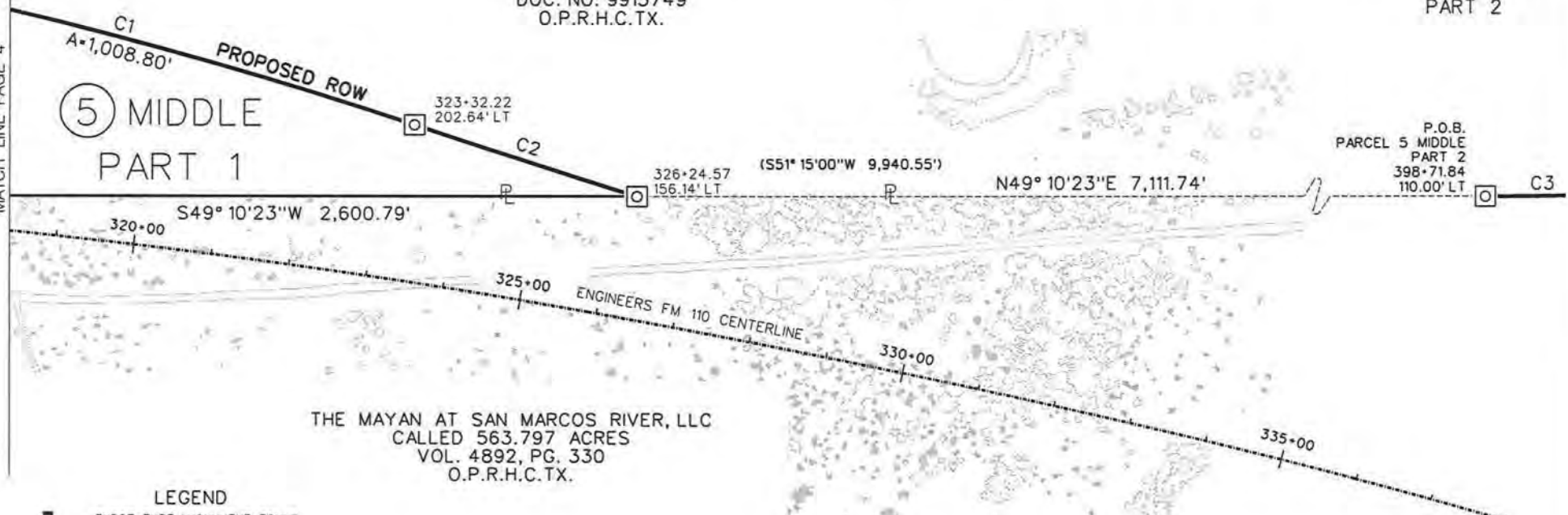
GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

WILLIAM B. BURNETT JR.
SURVEY NO. 59
ABSTRACT NO. 56

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.



MATCH LINE PAGE 4



LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P5M_5.dgn

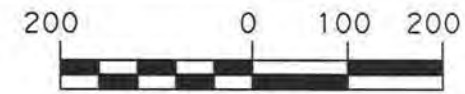
PAGE 5 OF 7
REF. FIELD NOTE NO. 24914

EXISTING	697.095 AC.	ACQUIRE	28.779 AC.	REMAINING	8.896 AC. RIGHT/659.420 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
B&B FAMILY PARTNERSHIP, LTD.
PARCEL 5-MIDDLE
PART 1
16.509 AC. (719,132 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



LEGEND

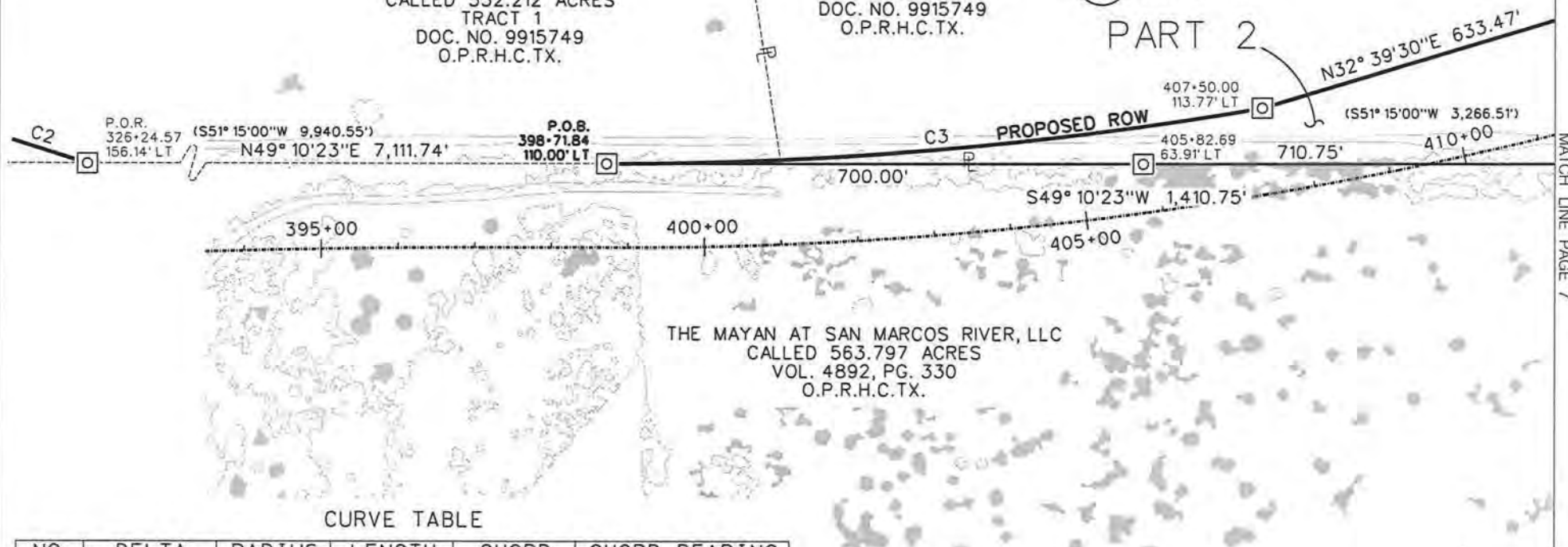
- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.

⑤ MIDDLE
PART 2



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	01° 33' 45"	11,052.00'	301.37'	301.36'	N67° 18' 15" E
C3	09° 56' 52"	4,948.00'	859.09'	858.01'	N44° 11' 57" E

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P5M_6.dgn

PAGE 6 OF 7
REF. FIELD NOTE NO. 24914

EXISTING	697.095 AC.	ACQUIRE	28.779 AC.	REMAINING	8.896 AC. RIGHT/659.420 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
B&B FAMILY PARTNERSHIP, LTD.
PARCEL 5-MIDDLE
PART 2
12.270 AC. (534,438 SQ. FT.)

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	S85° 00' 50" E	121.66'
L4	S85° 17' 48" E	233.82'
L5	S84° 29' 45" E	57.40'



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

APPROXIMATE
SURVEY AND
COUNTY LINE

WILLIAM PETTUS SURVEY
ABSTRACT NO. 21

CALDWELL COUNTY

HAYS COUNTY

(STATE OF TEXAS OWNED RIVERBED)

⑤ MIDDLE
PART 2

⑤E MIDDLE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	01° 24' 06"	5,082.00'	124.33'	124.32'	S32° 40' 21" W

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.



DATE: 12/9/2015

FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P5M_7.dgn

PAGE 7 OF 7

REF. FIELD NOTE NO. 24914

EXISTING 697.095 AC. ACQUIRE 28.779 AC. REMAINING 8.896 AC. RIGHT/659.420 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
B&B FAMILY PARTNERSHIP, LTD.
PARCEL 5-MIDDLE
PART 2
12.270 AC. (534,438 SQ. FT.)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY
DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

MATCH LINE PAGE 6

EXHIBIT "G"

County: Hays
Parcel No.: 5E MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

EASEMENT DESCRIPTION FOR PARCEL 5E MIDDLE

DESCRIPTION OF A 1.005 ACRE (43,778 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM A. MATTHEWS SURVEY NO. 61, ABSTRACT NO. 305, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 164.883 ACRE (TRACT 2) TRACT OF LAND DESCRIBED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., AND RECORDED IN DOCUMENT NO. 9915749, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 1.005 ACRE (43,778 SQ. FT.) PARCEL, AS SHOWN ON A EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with cap stamped "Browning" found for an interior ell corner of said 164.883 acre tract and that certain called 563.797 acre tract of land described in deed to The Mayan at San Marcos River, LLC, and recorded in Volume 4892, Page 330, O.P.R.H.C.TX.;

THENCE with the common line of said 164.883 acre and 563.797 acre tracts, the following two (2) courses and distances lettered a-b:

- a) N 50°38'49" W, a distance of 122.18 feet to a calculated point, and
- b) N 49°10'24" E, a distance of 111.78 feet to a calculated point on the south bank of the San Marcos River, a State of Texas owned riverbed, for the common north corner of said 164.883 acre and 563.797 acre tract;

THENCE with the north line of said 164.883 acre tract and the south bank of said San Marcos River, the following three (3) courses and distances lettered c-e:

- c) N 86°05'01" W, a distance of 248.41 feet to a calculated point,
- d) S 89°23'17" W, a distance of 319.40 feet to a calculated point, and
- e) N 84°29'45" W, a distance of 53.49 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE departing the south bank of said San Marcos River, over and across said 164.883 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 19°14'42" W, a distance of 450.00 feet to a 5/8-inch iron rod with Texas Department of Transportation (TXDOT) aluminum cap set 243.09 feet right of FM 110 Engineer's Centerline Station (E.C.S.) 422+06.07 for the southeast corner of the easement described herein;
- 2) N 70°45'18" W, a distance of 100.00 feet to a 5/8-inch iron rod with TXDOT aluminum cap set 143.28 feet right of FM 110 E.C.S. 422+00.15 on the proposed east right-of-way line of FM 110, for the southwest corner of the easement described herein, from which a TXDOT Type II monument set 153.47 feet right of FM 110 E.C.S. 420+68.85 bears S 19°14'42" W, a distance of 135.58 feet, and

3) N 19°14'42" E, passing at a distance of 380.52 feet a 1/2-inch iron rod with TXDOT aluminum cap set 133.73 feet right of FM 110 E.C.S. 425+70.38 for a point of reference, and continuing for a total distance of 425.55 feet to a calculated point on the north line of said 164.883 acre tract and the south bank of said San Marcos River, for the northwest corner of the easement described herein;

4) **THENCE** S 84°29'45" E, with the north line of said 164.883 acre tract and the south bank of said San Marcos River, a distance of 102.95 feet to the **POINT OF BEGINNING**, and containing 1.005 acres (43,778 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

 12/1/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



LEGEND

- TXDOT TYPE MONUMENT FOUND
- ⊗ TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- △ CALCULATED POINT
- PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

CALDWELL COUNTY

WILLIAM PETTUS SURVEY
ABSTRACT NO. 21

SAN MARCOS RIVER

DIRT ROAD

ENGINEERS FM 110 CENTERLINE

APPROXIMATE SURVEY LINE

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

PROPOSED ROW

425+00

425+00

425+00

425+00

425+00

425+00

425+00

425+00

425+00

425+00

425+00

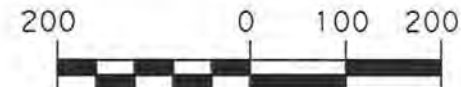
425+00

425+00

425+00

APPROXIMATE
SURVEY AND
COUNTY LINE

(STATE OF TEXAS
OWNED RIVERBED)



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

N86° 05' 01" W
248.41'

HAYS COUNTY

CEMETERY

FENCE

P.O.C.
W/CAP
"BROWNING"

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N50° 38' 49" W	122.18'
(L1)	(N50° 05' 00" W)	(93.87')
L2	N49° 10' 24" E	111.78'
(L2)	(N49° 22' 11" E)	(110.28')
L3	N84° 29' 45" W	53.49'
L4	N70° 45' 18" W	100.00'
L5	S19° 14' 42" W	135.58'
L6	S84° 29' 45" E	102.95'



NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P5E MIDDLE_3.dgn

EXISTING	ACQUIRE	REMAINING
<div> </div> <div> 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300 </div> <div> EASEMENT SKETCH SHOWING PROPERTY OF B&B FAMILY PARTNERSHIP, LTD. PARCEL 5E MIDDLE 1.005 AC. (43,778 SQ. FT.) </div>		

PAGE 3 OF 3

REF. FIELD NOTE NO. 27503

EXHIBIT "H"

County: Hays
Parcel No.: 6-MIDDLE
Highway: FM 110
Limits: From FM 621
 To SH 80

PROPERTY DESCRIPTION FOR PARCEL 6-MIDDLE

DESCRIPTION OF A 53.897 ACRE (2,347,821 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM B. BURNETT JR. SURVEY NO. 59, ABSTRACT NO. 56, THE BENJAMIN AND GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813, AND THE WILLIAM A. MATTHEWS SURVEY NO. 61, ABSTRACT NO. 305, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 563.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, AND RECORDED IN VOLUME 4892, PAGE 330, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 53.897 ACRE (2,347,821 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing east right-of-way line of FM 621, an 80-foot wide right-of-way, as dedicated per TXDOT strip map 987-3-1, dated April, 1950, and the east line of said 563.797 acre tract;

THENCE N 44°48'53" W, with the existing east right-of-way line of said FM 621, a distance of 53.01 feet to a TXDOT Type II monument set 423.34 feet right of FM 110 Engineer's Centerline Station (E.C.S.) 300+69.61 for the southwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being on the proposed east right-of-way line of FM 110;

THENCE departing the existing east right-of-way line of said FM 621, over and across said 563.797 acre tract, with the proposed east right-of-way line of FM 110, the following nine (9) courses and distances numbered 1-9:

- 1) N 00°11'07" E, a distance of 169.71 feet to a TXDOT Type II monument set 295.28 feet right of FM 110 E.C.S. 301+80.97,
- 2) N 45°11'07" E, a distance of 222.18 feet to a TXDOT Type II monument set 279.83 feet right of FM 110 E.C.S. 304+02.61, for a point of curvature in said proposed east right-of-way line,
- 3) With the arc of a curve to the right, a distance of 1,734.64 feet, through a central angle of 21°27'24", having a radius of 4,632.00 feet and a chord which bears N 47°11'09" E, a distance of 1,724.52 feet to a TXDOT Type II monument set 125.84 feet right of FM 110 E.C.S. 321+46.71,
- 4) N 57°54'51" E, a distance of 870.57 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 330+26.71, for a point of curvature in said proposed east right-of-way line,
- 5) With the arc of a curve to the right, passing at a distance of 245.12 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of E.C.S. 332+74.28, continuing for a distance of 693.93 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of E.C.S. 337+27.58, for a total distance of 918.56 feet, through a central angle of 04°47'20", having a radius of 10,990.00 feet and a chord which bears N 63°37'18" E, a distance of 918.30 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 339+54.47,

- 6) With the arc of a curve to the left, passing at a distance of 2,838.01 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of FM 110 E.C.S. 367+31.38, continuing for a total distance of 2,861.78 feet, through a central angle of 32°05'16", having a radius of 5,110.00 feet and a chord which bears N 49°58'20" E, a distance of 2,824.53 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 367+54.65,
- 7) With the arc of a curve to the right, passing at a distance of 427.68 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of FM 110 E.C.S. 371+86.61, continuing for a total distance of 2,393.19 feet, through a central angle of 12°28'36", having a radius of 10,990.00 feet and a chord which bears N 40°10'01" E, a distance of 2,388.47 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 391+71.79,
- 8) N 46°24'19" E, a distance of 968.12 feet to a TXDOT Type II monument set 82.00 feet right of FM 110 E.C.S. 401+40.44, for a point of curvature in said proposed east right-of-way line, and
- 9) With the arc of a curve to the left, a distance of 1,155.89 feet, through a central angle of 13°01'55", having a radius of 5,082.00 feet and a chord which bears N 39°53'22" E, a distance of 1,153.40 feet to a TXDOT Type II monument set 82.00 feet right of FM 110 E.C.S. 412+77.68 on the north line of said 563.797 acre tract and the south line of a called 164.883 acre tract described as Tract 2 in deed to B & B Family Partnership, Ltd., and recorded in Document No. 9915749, O.P.R.H.C.TX., for the east corner of the parcel described herein, from which a 1/2-inch iron rod with plastic cap stamped "Browning" found for the northeast corner of said 563.797 acre tract bears N 49°10'23" E, a distance of 1,310.40 feet;

10) **THENCE** S 49°10'23" W, with the north line of said 563.797 acre tract, the south line of said 164.883 acre tract and the south line of a called 532.212 acre tract described in said deed to B & B Family Partnership, Ltd., a distance of 1,574.67 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 397+08.00 on the south line of said 532.212 acre tract and the north line of said 563.797 acre tract, for a point of curvature in said proposed west right-of-way line;

THENCE departing the south line of said 532.212 acre tract and crossing said 563.797 acre tract, the following eight (8) courses and distances numbered 11-18:

- 11) With the arc of a curve to the left, passing at a distance of 2,685.63 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of E.C.S. 370+48.65, continuing for a total distance of 2,982.55 feet, through a central angle of 15°14'39", having a radius of 11,210.00 feet and a chord which bears S 41°33'02" W, a distance of 2,973.77 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 367+54.65,
- 12) With the arc of a curve to the right, passing at a distance of 77.85 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of E.C.S. 366+75.05, continuing for a total distance of 542.44 feet, through a central angle of 06°21'21", having a radius of 4,890.00 feet and a chord which bears S 37°06'23" W, a distance of 542.17 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 362+00.00,
- 13) S 85°17'03" W, a distance of 42.56 feet to a TXDOT Type II monument set 140.00 feet left of FM 110 E.C.S. 361+69.04,
- 14) With the arc of a curve to the right, a distance of 717.41 feet, through a central angle of 08°27'28", having a radius of 4,860.00 feet and a chord which bears S 44°52'04" W, a distance of 716.76 feet to a TXDOT Type II monument set 140.00 feet left of FM 110 E.C.S. 354+30.96,
- 15) S 04°27'06" W, a distance of 42.56 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 354+00.00,

- 16) With the arc of a curve to the right, a distance of 1,413.73 feet, through a central angle of $16^{\circ}33'53''$, having a radius of 4,890.00 feet and a chord which bears $S 57^{\circ}44'02'' W$, a distance of 1,408.81 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 339+54.47,
- 17) With the arc of a curve to the left, passing at a distance of 193.04 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of FM 110 E.C.S. 337+63.32, continuing a distance of 482.63 feet a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of FM 110 E.C.S. 334+76.57, for a total distance of 628.56 feet, through a central angle of $03^{\circ}12'46''$, having a radius of 11,210.00 feet and a chord which bears $S 64^{\circ}24'35'' W$, a distance of 628.48 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 333+32.07, and
- 18) With the arc of a curve to the right, a distance of 717.47 feet, through a central angle of $03^{\circ}43'10''$, having a radius of 11,052.00 feet and a chord which bears $S 64^{\circ}39'48'' W$, a distance of 717.34 feet to a TXDOT Type II monument set 156.14 feet left of FM 110 E.C.S. 326+24.57 on the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, for the northeast corner of the parcel described herein;
- 19) **THENCE** $S 49^{\circ}10'23'' W$, with the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, a distance of 2,600.79 feet to a calculated point on the existing east right-of-way line of said FM 621 for the northwest corner of the parcel described herein and said 563.797 acre tract, from which a 1/2-inch iron rod found bears $S 00^{\circ}32'12'' W$, a distance of 0.79 feet;
- 22) **THENCE** $S 44^{\circ}48'53'' E$, with the existing east right-of-way line of said FM 621, a distance of 410.19 feet to the **POINT OF BEGINNING**, and containing 53.897 acres (2,347,821 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

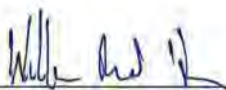
§

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

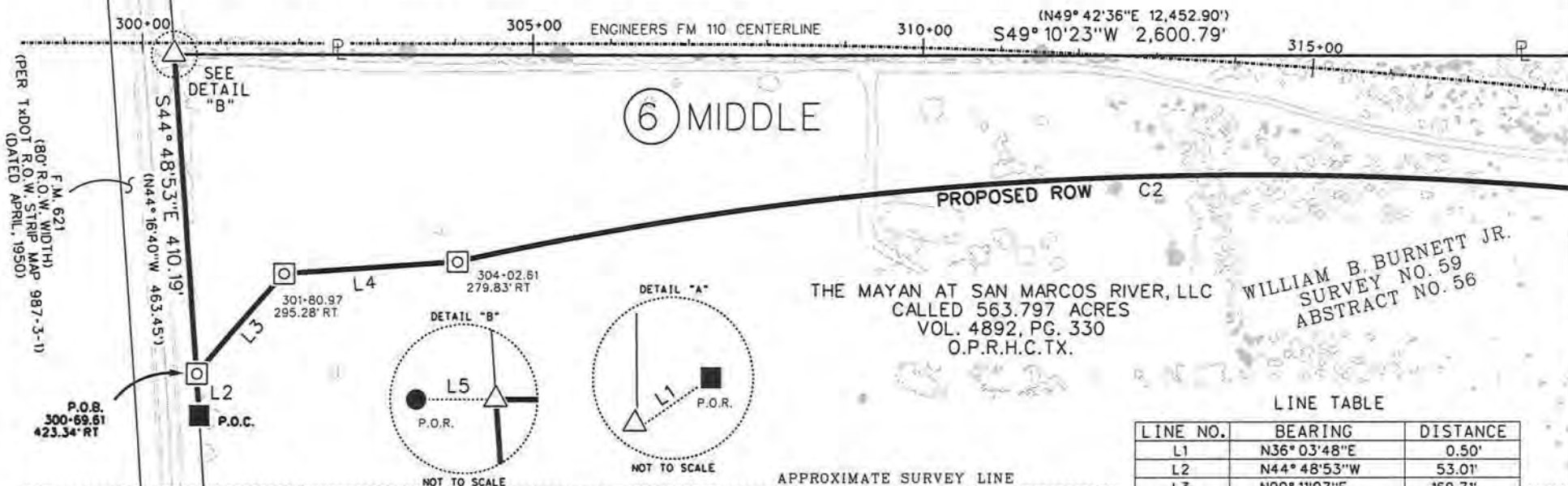


 12/1/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 29' 49"	5,771.07'	352.22'	352.16'	S43° 03' 51"E
C2	21° 27' 24"	4,632.00'	1,734.64'	1,724.52'	N47° 11' 09"E

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

200 0 100 200
GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
3. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
4. ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.



- LEGEND**
- TXDOT TYPE MONUMENT FOUND
 - TXDOT TYPE MONUMENT SET
 - 1/2" IRON ROD FOUND AS NOTED
 - 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
 - PROPERTY LINE
 - RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.R. POINT OF REFERENCE
 - D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - DISTANCE NOT TO SCALE

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N36° 03' 48"E	0.50'
L2	N44° 48' 53"W	53.01'
L3	N00° 11' 07"E	169.71'
L4	N45° 11' 07"E	222.18'
L5	S00° 32' 12"W	0.79'

BENJAMIN & GRAVES
FULCHER SURVEY NO. 19
ABSTRACT NO. 813

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

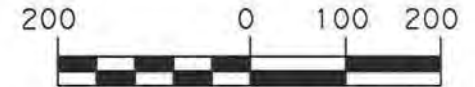
12/1/2015
DATE

DATE: 12/9/2015
FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\GDN\ROW Acquisition\PARCELS\PM4.dgn
REF. FIELD NOTE NO. 18290

EXISTING	563.797 AC.	ACQUIRE	53.897 AC.	REMAINING	44.890 AC. LEFT/ 465.010 AC. RIGHT
<div> </div> <div> 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300 </div> <div> RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS, LLC PARCEL 6-MIDDLE 53.897 AC. (2,347,821 SQ. FT.) </div>					

CURVE TABLE

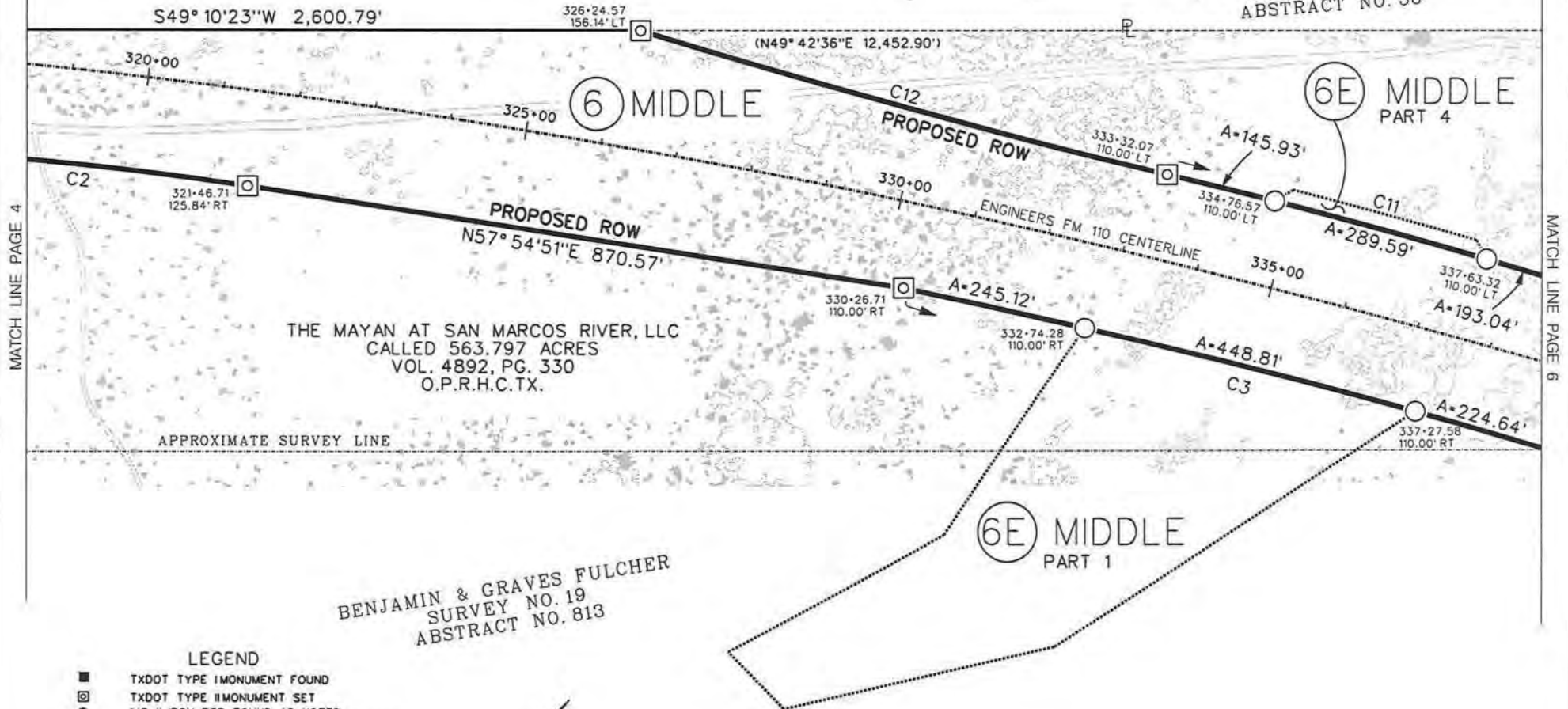
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	21° 27' 24"	4,632.00'	1,734.64'	1,724.52'	N47° 11' 09"E
C3	04° 47' 20"	10,990.00'	918.56'	918.30'	N63° 37' 18"E
C11	03° 12' 46"	11,210.00'	628.56'	628.48'	S64° 24' 35"W
C12	03° 43' 10"	11,052.00'	717.47'	717.34'	S64° 39' 48"W



B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

WILLIAM B. BURNETT JR.
SURVEY NO. 59
ABSTRACT NO. 56



THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

LEGEND

- TXDOT TYPE MONUMENT FOUND
- TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

DATE: 12/9/2015

FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\DN\ROW Acquisition\PARCELS\P6M_5.dgn

EXISTING 563.797 AC. ACQUIRE 53.897 AC. REMAINING 44.890 AC. LEFT/ 465.010 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

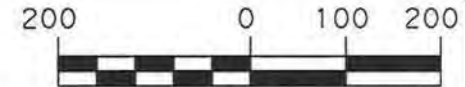
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS, LLC
PARCEL 6-MIDDLE
53.897 AC. (2,347,821 SQ. FT.)

PAGE 5 OF 9

REF. FIELD NOTE NO. 18290

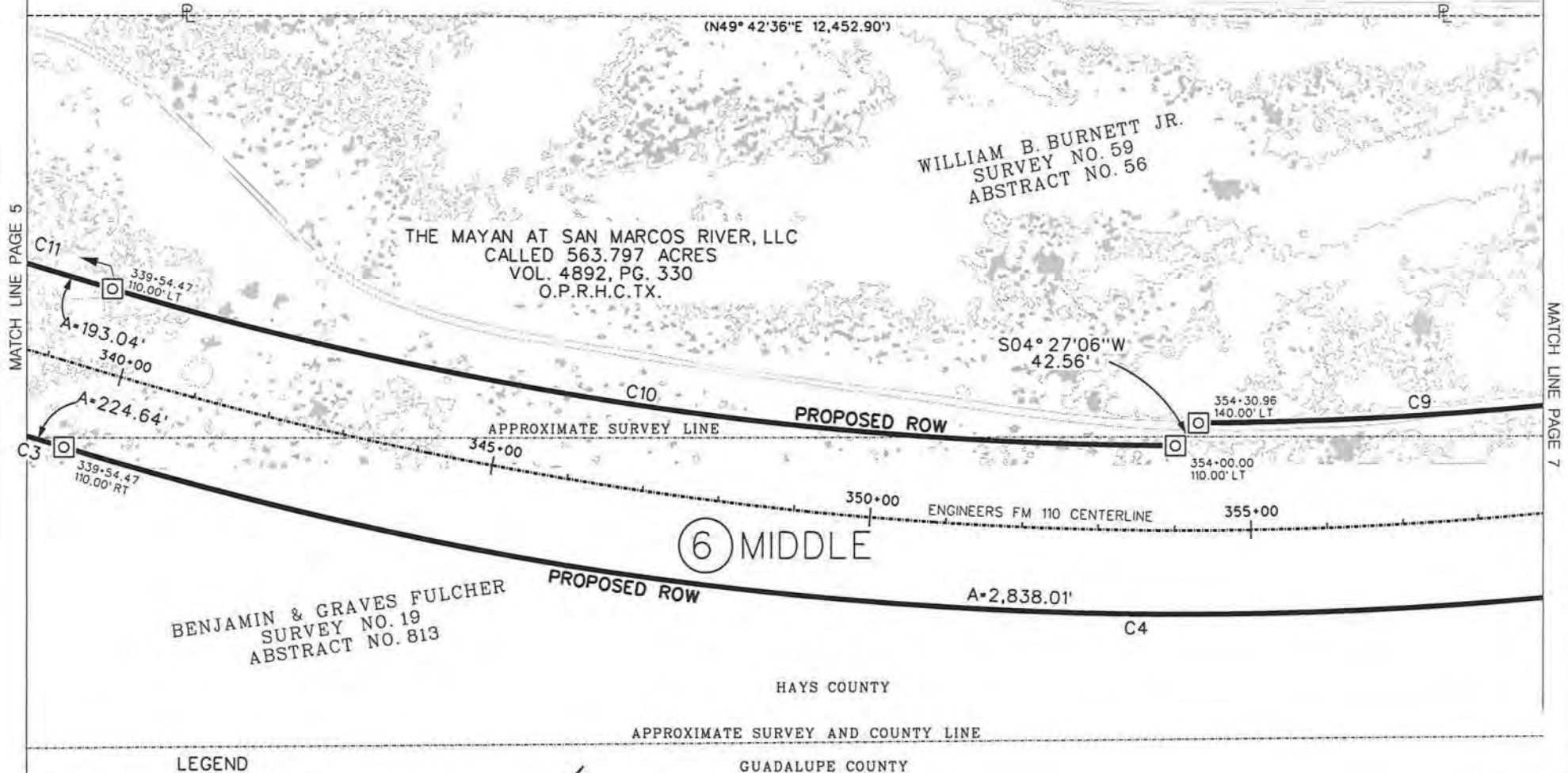
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	04° 47' 20"	10,990.00'	918.56'	918.30'	N63° 37' 18"E
C4	32° 05' 16"	5,110.00'	2,861.78'	2,824.53'	N49° 58' 20"E
C9	08° 27' 28"	4,860.00'	717.41'	716.76'	S44° 52' 04"W
C10	16° 33' 53"	4,890.00'	1,413.73'	1,408.81'	S57° 44' 02"W
C11	03° 12' 46"	11,210.00'	628.56'	628.48'	S64° 24' 35"W



B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



LEGEND

- TXDOT TYPE IMONUMENT FOUND
- TXDOT TYPE IMONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE



DATE: 12/9/2015

FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\PM6.dgn

EXISTING	563.797 AC.	ACQUIRE	53.897 AC.	REMAINING	44.890 AC. LEFT / 465.010 AC. RIGHT
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS, LLC
PARCEL 6-MIDDLE
53.897 AC. (2,347,821 SQ. FT.)

PAGE 6 OF 9

REF. FIELD NOTE NO. 18290

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE I MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305



MATCH LINE PAGE 6

WILLIAM B. BURNETT JR.
SURVEY NO. 59
ABSTRACT NO. 56

APPROXIMATE SURVEY LINE

(N49° 42'36"E 12,452.90')

6E MIDDLE
PART 3

PROPOSED ROW

C7
A=2,685.63'

A=77.85'
A=296.92'

C8
A=464.60'

370+00

6 MIDDLE

APPROXIMATE SURVEY LINE

C5
A=1,965.51'

6E MIDDLE
PART 2

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	32° 05'16"	5,110.00'	2,861.78'	2,824.53'	N49° 58'20"E
C5	12° 28'36"	10,990.00'	2,393.19'	2,388.47'	N40° 10'01"E
C7	15° 14'39"	11,210.00'	2,982.55'	2,973.77'	S41° 33'02"W
C8	06° 21'21"	4,890.00'	542.44'	542.17'	S37° 06'23"W
C9	08° 27'28"	4,860.00'	717.41'	716.76'	S44° 52'04"W

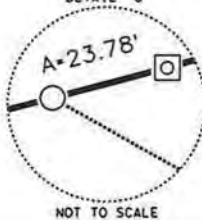
THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

HAYS COUNTY

APPROXIMATE SURVEY AND COUNTY LINE

GUADALUPE COUNTY

DETAIL "C"



DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\PM_7.dgn

EXISTING 563.797 AC. ACQUIRE 53.897 AC. REMAINING 44.890 AC. LEFT/ 465.010 AC. RIGHT



4801 Southwest Parkway
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Austin, Texas 78735
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS, LLC
PARCEL 6-MIDDLE
53.897 AC. (2,347,821 SQ. FT.)

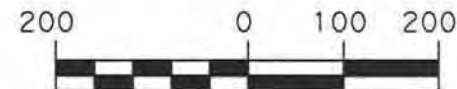
PAGE 7 OF 9

REF. FIELD NOTE NO. 18290

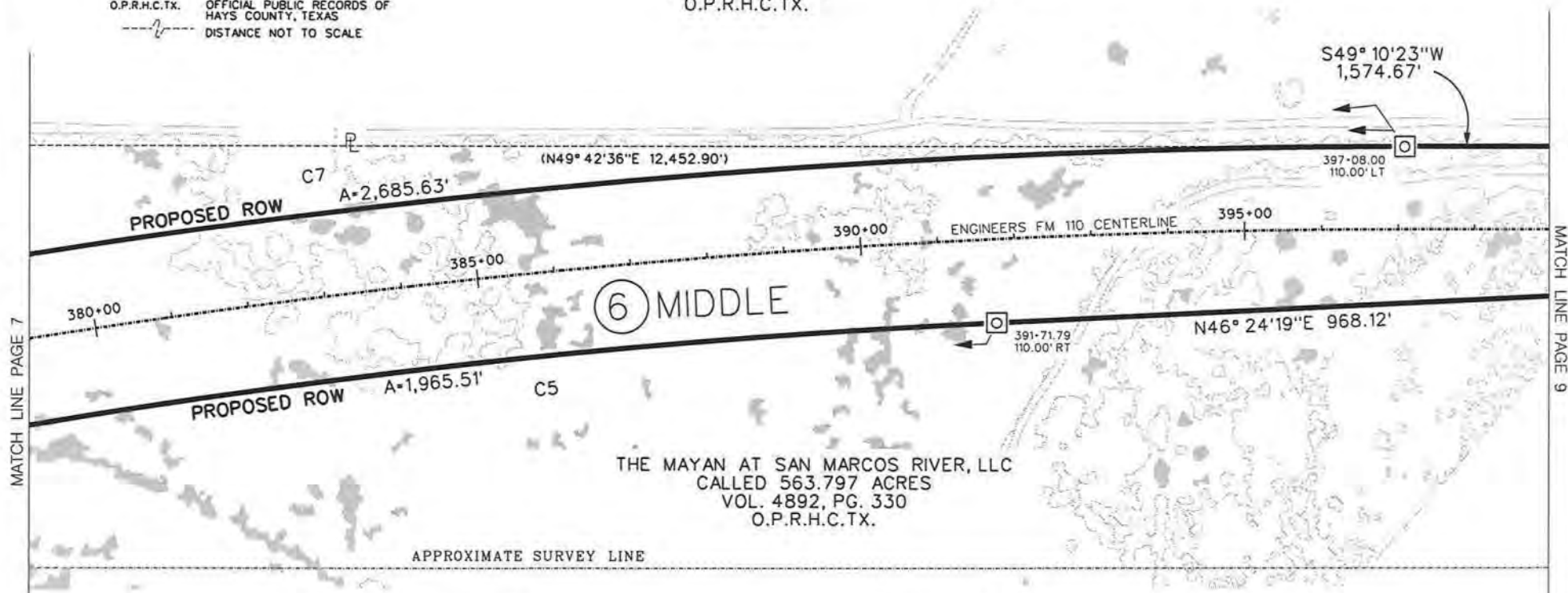
- LEGEND**
- TXDOT TYPE I MONUMENT FOUND
 - ⊗ TXDOT TYPE II MONUMENT SET
 - 1/2" IRON ROD FOUND AS NOTED
 - 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
 - ℙ PROPERTY LINE
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.R. POINT OF REFERENCE
 - D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - DISTANCE NOT TO SCALE

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C5	12° 28' 36"	10,990.00'	2,393.19'	2,388.47'	N40° 10' 01" E
C7	15° 14' 39"	11,210.00'	2,982.55'	2,973.77'	S41° 33' 02" W

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6M_8.dgn

PAGE 8 OF 9
REF. FIELD NOTE NO. 18290

EXISTING	563.797 AC.	ACQUIRE	53.897 AC.	REMAINING	44.890 AC. LEFT / 465.010 AC. RIGHT
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4801 Southwest Parkway
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Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS, LLC
PARCEL 6-MIDDLE
53.897 AC. (2,347,821 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C6	13° 01'55"	5,082.00'	1,155.89'	1,153.40'	N39° 53'22"E



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.

MATCH LINE PAGE 8

⑥ MIDDLE

ENGINEERS FM 110 CENTERLINE

PROPOSED ROW

C6

N46° 24'19"E
968.12'

401+40.44
82.00' RT

S49° 10'23"W 1,574.67'

(N49° 42'36"E 12,452.90')

410+00

N49° 10'23"E 1,310.40'

412+77.68
82.00' RT

P.O.R.
W/CAP
"BROWNING"
CEMETERY

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

APPROXIMATE SURVEY LINE

LEGEND

- TXDOT TYPE MONUMENT FOUND
- TXDOT TYPE MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6M_9.dgn

EXISTING 563.797 AC. ACQUIRE 53.897 AC. REMAINING 44.890 AC. LEFT/ 465.010 AC. RIGHT



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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS, LLC
PARCEL 6-MIDDLE
53.897 AC. (2,347,821 SQ. FT.)

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

PAGE 9 OF 9
REF. FIELD NOTE NO. 18290

EXHIBIT "I"

Part 1

County: Hays
Parcel No.: 6E MIDDLE-PART 1
Highway: FM 110
Limits: From FM 621
 To SH 80

EASEMENT DESCRIPTION FOR PARCEL 6E MIDDLE-PART 1

DESCRIPTION OF A 4.04 ACRE (176,193 SQ. FT.) PARCEL LOCATED IN THE WILLIAM B. BURNETT JR. SURVEY NO. 59, ABSTRACT NO. 56 AND THE BENJAMIN AND GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 563.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, AND RECORDED IN VOLUME 4892, PAGE 330, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 4.04 ACRE (176,193 SQ. FT.) PARCEL, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TXDOT) Type I monument found on the existing east right-of-way line of FM 621, an 80-foot wide right-of-way, as dedicated per TXDOT strip map 987-3-1, dated April, 1950, and the west line of said 563.797 acre tract;

THENCE N 44°48'53" W, with the existing east right-of-way line of said FM 621, a distance of 53.01 feet to a TXDOT Type II monument set 423.34 feet right of FM 110 Engineer's Centerline Station (E.C.S.) 300+69.61 on the proposed east right-of-way line of FM 110;

THENCE departing the existing east right-of-way line of said FM 621, over and across said 563.797 acre tract, with the proposed east right-of-way line of FM 110, the following five (5) courses and distances:

- a) N 00°11'07" E, a distance of 169.71 feet to a TXDOT Type II monument set 295.28 feet right of FM 110 E.C.S. 301+80.97,
- b) N 45°11'07" E, a distance of 222.18 feet to a TXDOT Type II monument set 279.83 feet right of FM 110 E.C.S. 304+02.61, for a point of curvature in said proposed east right-of-way line,
- c) With the arc of a curve to the right, a distance of 1,734.64 feet, through a central angle of 21°27'24", having a radius of 4,632.00 feet and a chord which bears N 47°11'09" E, a distance of 1,724.52 feet to a TXDOT Type II monument set 125.84 feet right of FM 110 E.C.S. 321+46.71,
- d) N 57°54'51" E, a distance of 870.57 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 330+26.71, for a point of curvature in said proposed east right-of-way line, and
- e) With the arc of a curve to the right, a distance of 245.12 feet, through a central angle of 01°16'40", having a radius of 10,990.00 feet and a chord which bears N 61°51'58" E, a distance of 245.11 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of E.C.S. 332+74.28 for the northwest corner and **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** continuing with said curve to the right, a distance of 448.81 feet, through a central angle of 02°20'23", having a radius of 10,990.00 feet and a chord which bears N 63°40'30" E, a distance of 448.78 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of E.C.S. 337+27.58 for the northeast corner of the easement described herein, from which a TXDOT Type II monument set on the proposed south right-of-way line of said FM 110 bears, with a curve to the right, a distance of 224.64 feet, through a central angle of 01°10'16", having a radius of 10,990.00 feet and a chord which bears N 65°25'50" E, a distance of 224.64 feet;

THENCE departing the proposed south right-of-way line of said FM 110, the following five (5) courses and distances numbered 2-6:

- 2) S 16°09'36" W, a distance of 565.28 feet to a 1/2-inch iron rod with TXDOT aluminum cap set,
- 3) S 35°56'11" W, a distance of 364.50 feet to a 1/2-inch iron rod with TXDOT aluminum cap set for the southeast corner of the easement described herein,
- 4) N 84°13'35" W, a distance of 105.84 feet to a 1/2-inch iron rod with TXDOT aluminum cap set for the southwest corner of the easement described herein,
- 5) N 20°39'28" E, a distance of 321.27 feet to a 1/2-inch iron rod with TXDOT aluminum cap set, and
- 6) N 06°47'18" W, a distance of 330.11 feet to the **POINT OF BEGINNING**, and containing 4.04 acres (176,193 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



William Reed Herring 12/1/2015

William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	21° 27' 24"	4,632.00'	1,734.64'	1,724.52'	N47° 11' 09" E

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

EXISTING ROW

EXISTING ROW

300+00

305+00

ENGINEERS FM 110 CENTERLINE

310+00

315+00

(N49° 42' 36" E 12,452.90')

PROPOSED ROW C1

WILLIAM B. BURNETT JR.
SURVEY NO. 59
ABSTRACT NO. 56

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N44° 48' 53" W	53.01'
L2	N00° 11' 07" E	169.71'
L3	N45° 11' 07" E	222.18'

NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.



LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- ℙ PROPERTY LINE
- ℞ RECORD INFORMATION
- ℙ.O.B. POINT OF BEGINNING
- ℙ.O.C. POINT OF COMMENCING
- ℙ.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

BENJAMIN & GRAVES
FULCHER SURVEY NO. 19
ABSTRACT NO. 813

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DCN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 1

EXISTING ACQUIRE REMAINING



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS RIVER, LLC
PARCEL 6E MIDDLE-PART 1
4.04 AC. (176,193 SQ. FT.)

MATCH LINE PAGE 4

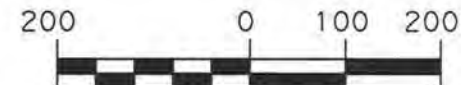
PAGE 3 OF 4

REF. FIELD NOTE NO. 18448

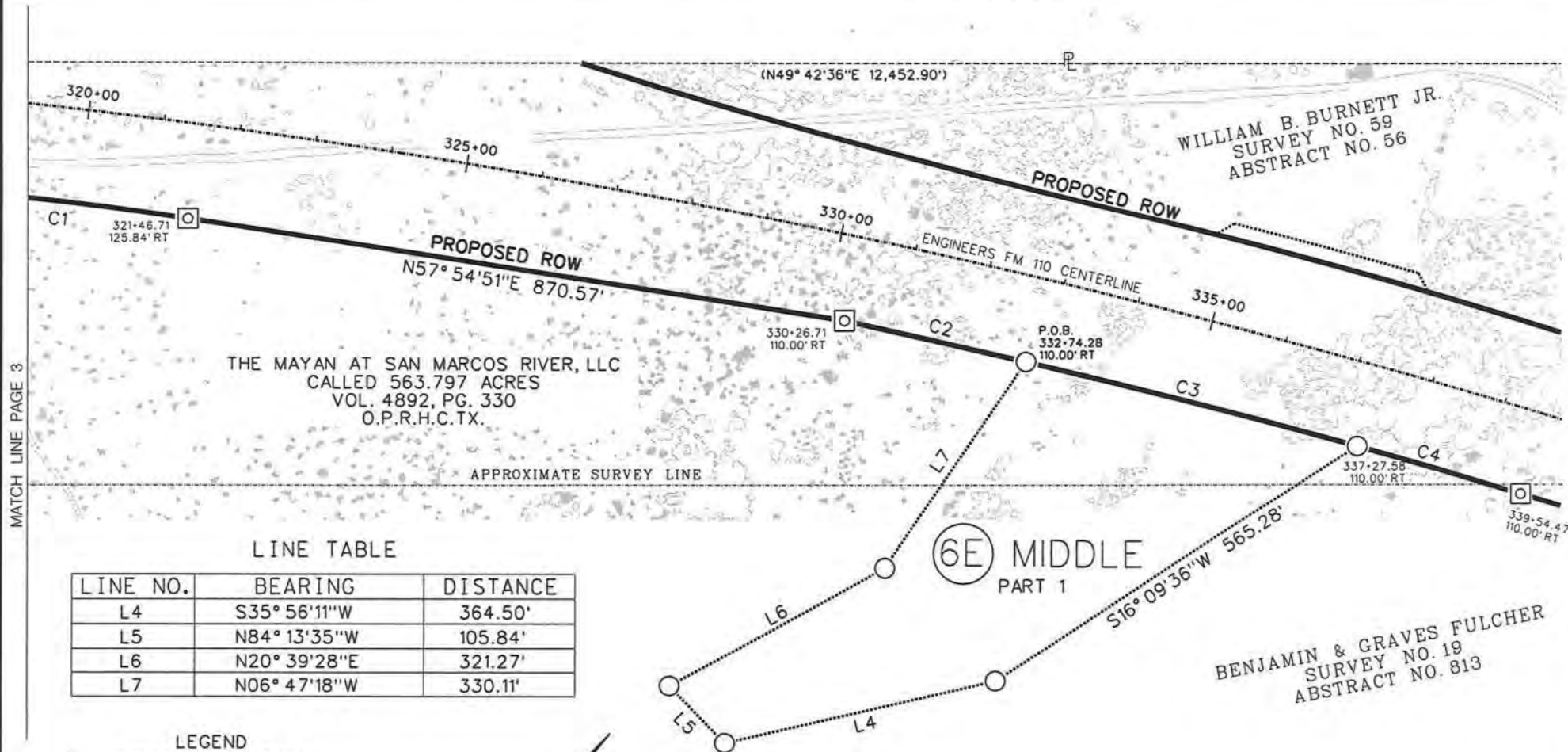
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	21° 27' 24"	4,632.00'	1,734.64'	1,724.52'	N47° 11' 09"E
C2	01° 16' 40"	10,990.00'	245.12'	245.11'	N61° 51' 58"E
C3	02° 20' 23"	10,990.00'	448.81'	448.78'	N63° 40' 30"E
C4	01° 10' 16"	10,990.00'	224.64'	224.64'	N65° 25' 50"E

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S35° 56' 11"W	364.50'
L5	N84° 13' 35"W	105.84'
L6	N20° 39' 28"E	321.27'
L7	N06° 47' 18"W	330.11'

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

DATE: 12/9/2015

FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 1

EXISTING ACQUIRE REMAINING



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS RIVER, LLC
PARCEL 6E MIDDLE-PART 1
4.04 AC. (176,193 SQ. FT.)

PAGE 4 OF 4

REF. FIELD NOTE NO. 18448

EXHIBIT "I"

Part 2

County: Hays
Parcel No.: 6E MIDDLE-PART 2
Highway: FM 110
Limits: From FM 621
 To SH 80

EASEMENT DESCRIPTION FOR PARCEL 6E MIDDLE-PART 2

DESCRIPTION OF A 0.460 ACRE (20,038 SQ. FT.) PARCEL LOCATED IN THE WILLIAM A. MATTHEWS SURVEY NO. 61, ABSTRACT NO. 305 AND THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 563.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, AND RECORDED IN VOLUME 4892, PAGE 330, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.460 ACRE (20,038 SQ. FT.) PARCEL, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "Browning" found for the northeast corner of said 563.797 acre tract and a southeast corner of a certain called 532.212 acre tract described as Tract 1 in a deed to B & B Family Partnership, Ltd., and recorded in Document No. 9915749, O.P.R.H.C.TX.;

THENCE S 49°10'23" W, with the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, a distance of 1,547.67 feet to a Texas Department of Transportation (TXDOT) Type II monument set 82.00 feet right of FM 110 Engineer's Centerline Station (E.C.S.) 412+77.68 on the proposed south curving right-of-way line of FM 110;

THENCE with the proposed south right-of-way line of said FM 110, over and across said 563.797 acre tract, the following three (3) courses and distances:

- a) With the arc of a curve to the right, a distance of 1,155.89 feet, through a central angle of 13°01'55", having a radius of 5,082.00 feet and a chord which bears S 39°53'22" W, a distance of 1,153.40 feet to a TXDOT Type II monument set 82.00 feet right of FM 110 E.C.S. 401+40.44,
- b) S 46°24'19" W, a distance of 968.12 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 391+71.79, and
- c) With the arc of a curve to the left, a distance of 1,965.51 feet, through a central angle of 10°14'50", having a radius of 10,990.00 feet and a chord which bears S 41°16'54" W, a distance of 1,962.90 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of FM 110 E.C.S. 371+86.61 for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed south right-of-way line of said FM 110, continuing over and across said 563.797 acre tract the following three (3) courses and distances numbered 1-3:

- 1) S 09°06'07" E, a distance of 70.56 feet to a 1/2-inch iron rod with TXDOT aluminum cap set for the southeast corner of the easement described herein,
- 2) With the arc of a curve to the left, a distance of 350.00 feet, through a central angle of 01°31'03", having a radius of 10,940.00 feet and a chord which bears S 34°58'54" W, a distance of 349.99 feet to a 1/2-inch iron rod with TXDOT aluminum cap set for the southwest corner of the easement described herein, and

- 3) S 79°03'54" W, a distance of 70.66 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet right of FM 110 E.C.S. 367+31.38 on the proposed south right-of-way line of said FM 110, for the northwest corner of the easement described herein;

THENCE with the proposed south right-of-way line of said FM 110, continuing over and across said 563.797 acre tract, the following two (2) courses and distances numbered 4-5:

- 4) With the arc of a curve to the left, a distance of 23.78 feet, through a central angle of 00°16'00", having a radius of 5,110.00 feet and a chord which bears N 34°03'42" E, a distance of 23.78 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 367+54.65, and
- 5) With the arc of a curve to the right, a distance of 427.68 feet, through a central angle of 02°13'47", having a radius of 10,990.00 feet and a chord which bears N 35°02'36" E, a distance of 427.65 feet to the **POINT OF BEGINNING**, and containing 0.460 acres (20,038 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

 12/1/2015

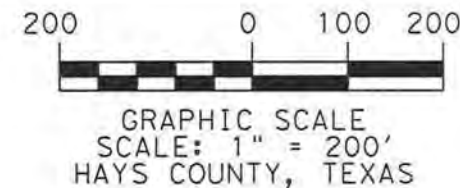
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.



THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 01' 55"	5,082.00'	1,155.89'	1,153.40'	S39° 53' 22" W

APPROXIMATE SURVEY LINE

NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE



BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013053276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 2

PAGE 3 OF 5
REF. FIELD NOTE NO. 18518

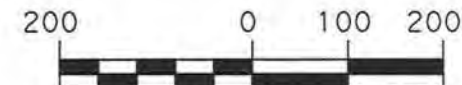
EXISTING	ACQUIRE	REMAINING
<p>EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 2 0.460 AC. (20,038 SQ. FT.)</p>		



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

MATCH LINE PAGE 5

MATCH LINE PAGE 3

PROPOSED ROW

(N49° 42' 36" E 12,452.90')

390+00

ENGINEERS FM 110 CENTERLINE

395+00

400+00

405+00

C2

PROPOSED ROW

391+71.79
110.00' RT

S46° 24' 19" W 968.12'

401+40.44
82.00' RT

C1

THE MAYAN AT SAN MARCOS RIVER, LLC
CALLED 563.797 ACRES
VOL. 4892, PG. 330
O.P.R.H.C.TX.

APPROXIMATE SURVEY LINE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 01' 55"	5,082.00'	1,155.89'	1,153.40	S39° 53' 22" W
C2	10° 14' 50"	10,990.00'	1,965.51'	1,962.90	S41° 16' 54" W

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 2

PAGE 4 OF 5
REF. FIELD NOTE NO. 18518

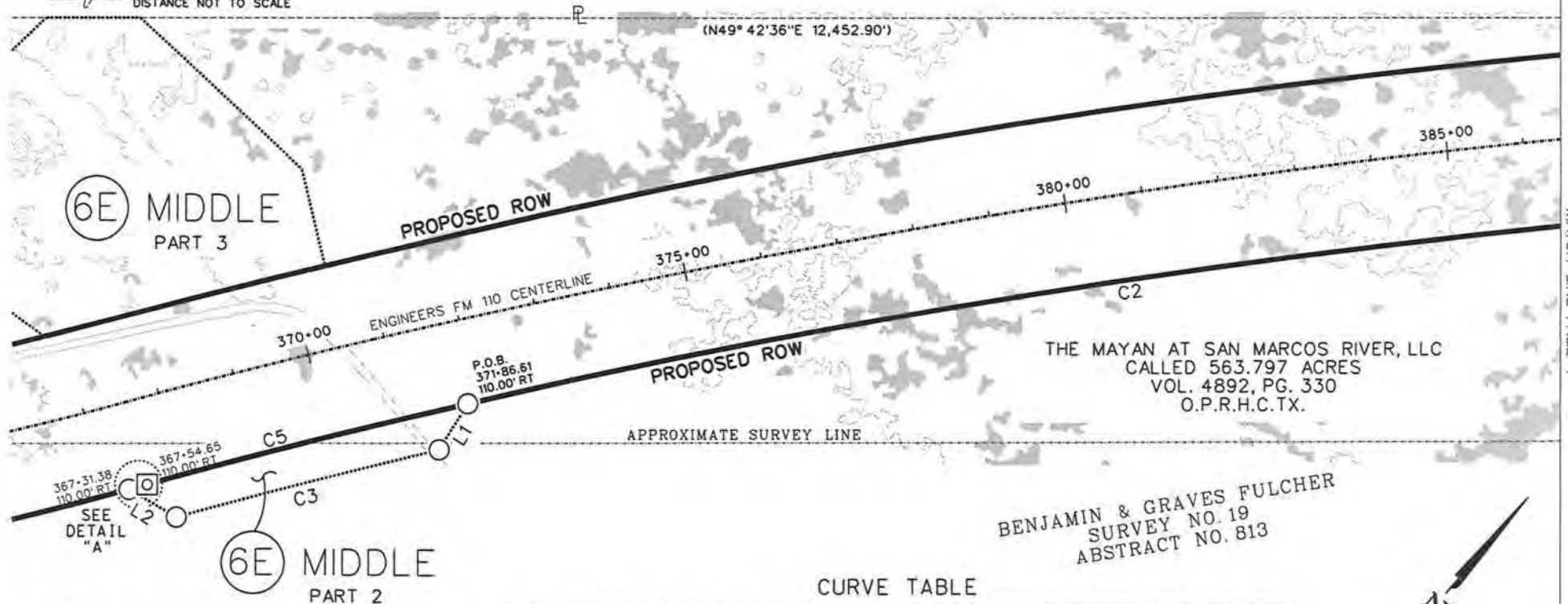
EXISTING	ACQUIRE	REMAINING
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> </div> <div> <p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</p> </div> <div> <p>EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 2 0.460 AC. (20,038 SQ. FT.)</p> </div> </div>		

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	10° 14' 50"	10,990.00'	1,965.51'	1,962.90'	S41° 16' 54"W
C3	01° 31' 03"	10,940.00'	350.00'	349.99'	S34° 58' 54"W
C4	00° 16' 00"	5,110.00'	23.78'	23.78'	N34° 03' 42"E
C5	02° 13' 47"	10,990.00'	427.68'	427.65'	N35° 02' 36"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S09° 06' 07"E	70.55'
L2	S79° 03' 54"W	70.66'

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 2

PAGE 5 OF 5
REF. FIELD NOTE NO. 18518

EXISTING	ACQUIRE	REMAINING
<p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</p>		
<p>EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 2 0.460 AC. (20,038 SQ. FT.)</p>		

EXHIBIT "I"
Part 3

County: Hays
Parcel No.: 6E MIDDLE-PART 3
Highway: FM 110
Limits: From FM 621
To SH 80

EASEMENT DESCRIPTION FOR PARCEL 6E MIDDLE-PART 3

DESCRIPTION OF A 3.53 ACRE (153,937 SQ. FT.) PARCEL LOCATED IN THE WILLIAM A. MATTHEWS SURVEY NO. 61, ABSTRACT NO. 305, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 563.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, AND RECORDED IN VOLUME 4892, PAGE 330, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.53 ACRE (153,937 SQ. FT.) PARCEL, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "Browning" found for the northeast corner of said 563.797 acre tract and a southeast corner of a certain called 532.212 acre tract described as Tract 1 in a deed to B & B Family Partnership, Ltd., and recorded in Document No. 9915749, O.P.R.H.C.TX.;

THENCE S 49°10'23" W, with the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, a distance of 2,885.07 feet to a Texas Department of Transportation (TXDOT) Type II monument set 110.00 feet left of FM 110 Engineer's Centerline Station (E.C.S.) 397+08.00 on the proposed north curving right-of-way line of FM 110;

THENCE with the proposed north right-of-way line of said FM 110, over and across said 563.797 acre tract, with the arc of a curve to the left, a distance of 2,685.63 feet, through a central angle of 13°43'36", having a radius of 11,210.00 feet and a chord which bears S 42°18'34" W, a distance of 2,679.22 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of E.C.S. 370+48.65 for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed north right-of-way line of said FM 110 the following two (2) courses and distances numbered 1-2:

- 1) Continuing with said curve to the left, a distance of 296.92 feet, through a central angle of 01°31'03", having a radius of 11,210.00 feet and a chord which bears S 34°41'14" W, a distance of 296.91 feet to a TXDOT Type II monument set 110.00 feet left of E.C.S. 367+54.65, and
- 2) With the arc of a curve to the right, a distance of 77.85 feet, through a central angle of 00°54'44", having a radius of 4,890.00 feet and a chord which bears S 34°23'04" W, a distance of 77.85 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of E.C.S. 366+75.05 for the southeast corner of the easement described herein, from which a TXDOT Type II monument set 110.00 feet left of E.C.S. 362+00.00 bears with the arc of a curve to the right, a distance of 464.60 feet, through a central angle of 05°26'37", having a radius of 4,890.00 feet and a chord which bears S 37°33'45" W, a distance of 464.42 feet;

THENCE departing the proposed north right-of-way line of said FM 110, continuing over and across said 563.797 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 86°05'36" W, a distance of 299.12 feet to a 1/2-inch iron rod with TXDOT aluminum cap set, and
- 4) N 05°02'09" E, a distance of 336.95 feet to a 1/2-inch iron rod with TXDOT aluminum cap set on the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, for the southwest corner of the easement described herein;

5) **THENCE** N 49°10'23" E, with the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, a distance of 122.45 feet to a 1/2-inch iron rod with TXDOT aluminum cap set for the northwest corner of the easement described herein;

THENCE over and across said 563.797 acre tract the following two (2) courses and distances numbered 6-7:

- 6) S 87°15'44" E, a distance of 286.54 feet to a 1/2-inch iron rod with TXDOT aluminum cap set, and
- 7) S 54°33'14" E, a distance of 126.32 feet to the **POINT OF BEGINNING**, and containing 3.53 acres (153,937 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

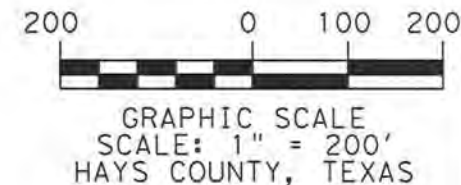


William Reed Herring 12/1/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas

LEGEND

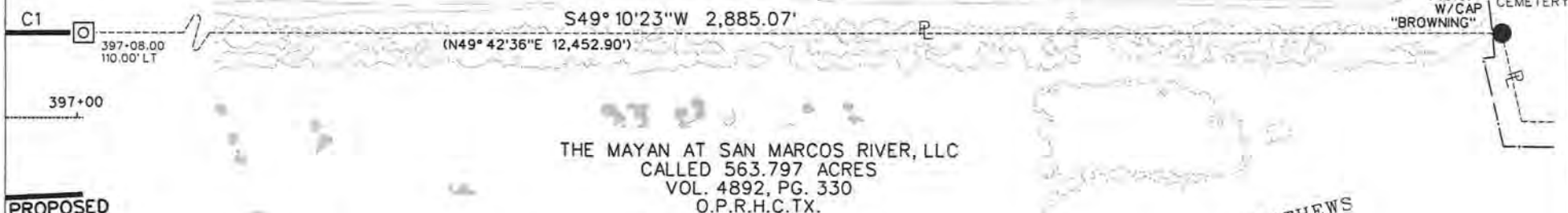
- TXDOT TYPE I MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

B & B FAMILY
PARTNERSHIP, LTD.
CALLED 164.883 ACRES
TRACT 2
DOC. NO. 9915749
O.P.R.H.C.TX.



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 43' 36"	11,210.00'	2,685.63'	2,679.22'	S42° 18' 34" W



WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.

APPROXIMATE SURVEY LINE



BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE.PT 3

EXISTING ACQUIRE REMAINING



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS RIVER, LLC
PARCEL 6E MIDDLE-PART 3
3.53 AC. (153,937 SQ. FT.)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

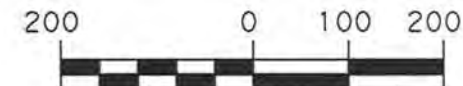
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

PAGE 3 OF 5
REF. FIELD NOTE NO. 18449

LEGEND

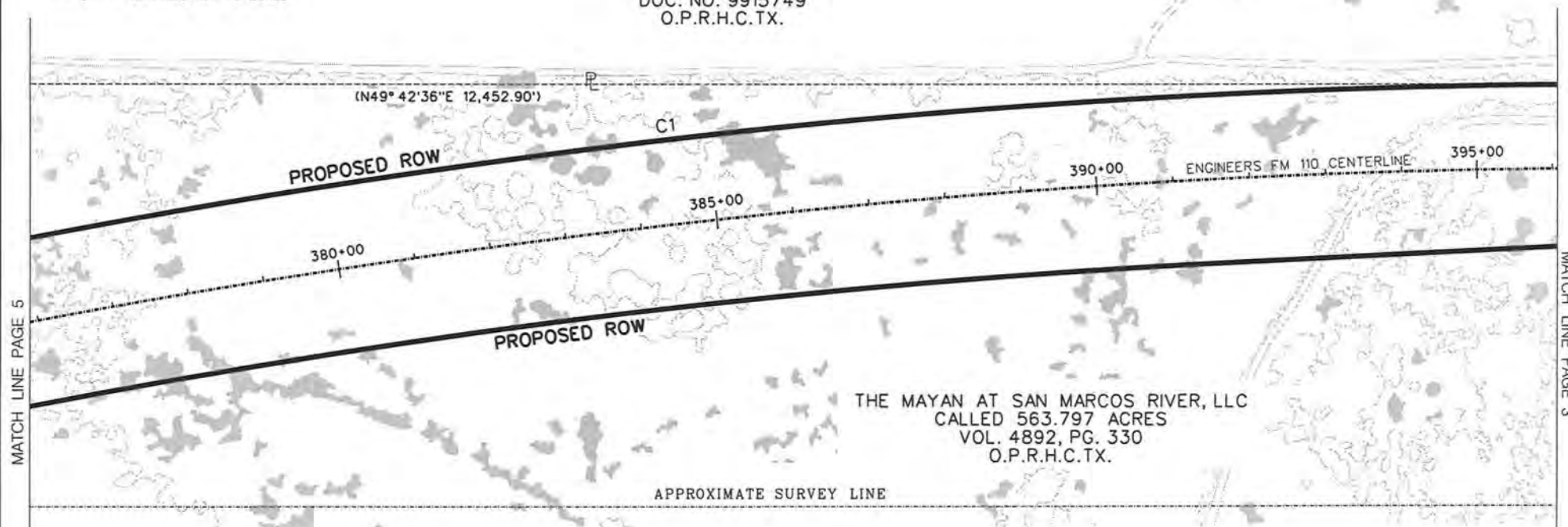
- TXDOT TYPE I MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- P PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.



MATCH LINE PAGE 5

MATCH LINE PAGE 3

BENJAMIN & GRAVES FULCHER
SURVEY NO. 19
ABSTRACT NO. 813

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 43' 36"	11,210.00'	2,685.63'	2,679.22'	S42° 18' 34" W



DATE: 12/9/2015

FILE: \\saminc\ous\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 3

PAGE 4 OF 5
REF. FIELD NOTE NO. 18449

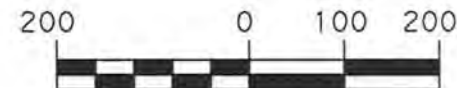
EXISTING	ACQUIRE	REMAINING
<div> <div> 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064500 </div> </div>		
EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 3 3.53 AC. (153,937 SQ. FT.)		

LEGEND

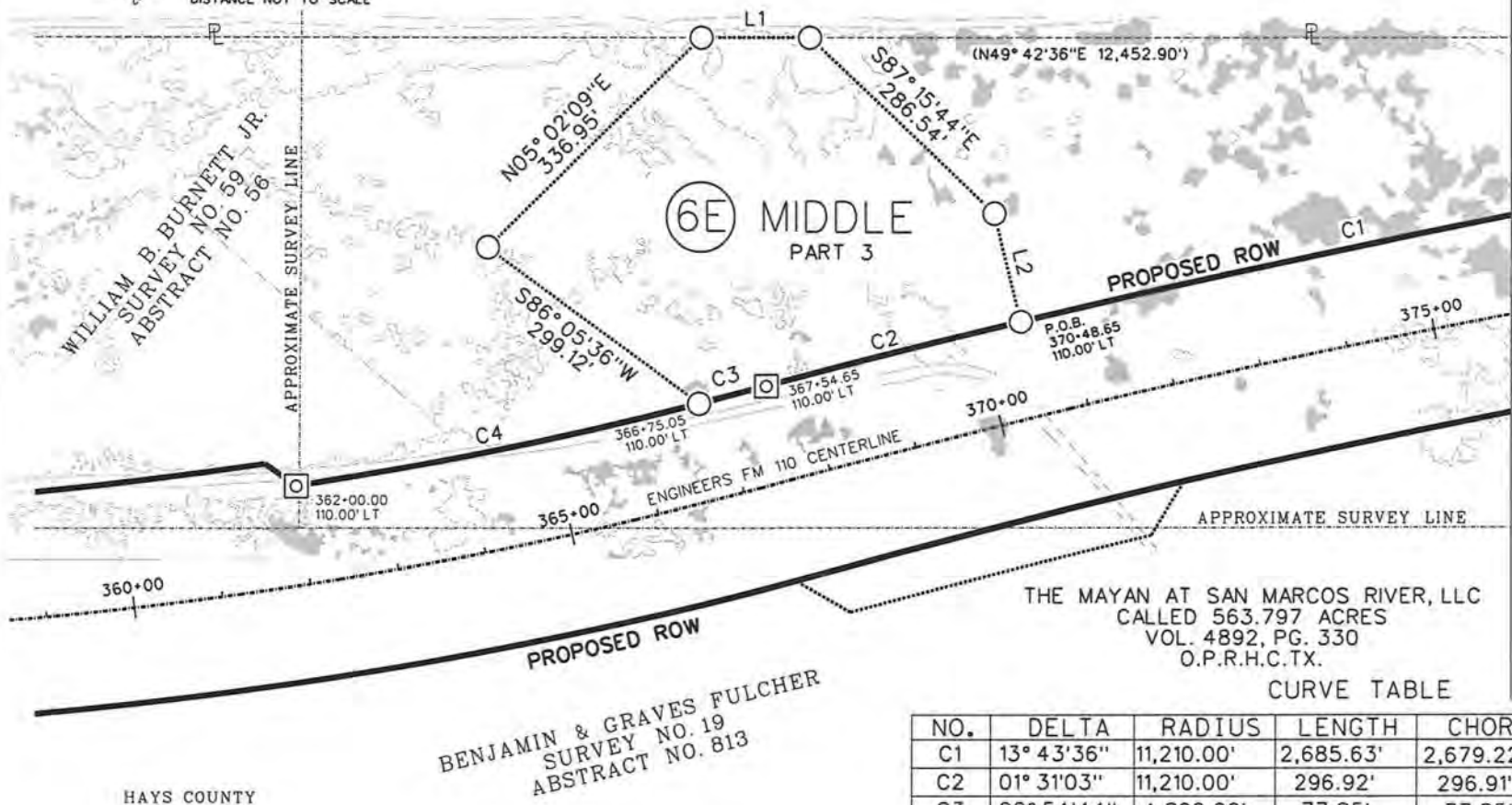
- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
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- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
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- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

WILLIAM A. MATTHEWS
SURVEY NO. 61
ABSTRACT NO. 305



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 43' 36"	11,210.00'	2,685.63'	2,679.22'	S42° 18' 34"W
C2	01° 31' 03"	11,210.00'	296.92'	296.91'	S34° 41' 14"W
C3	00° 54' 44"	4,890.00'	77.85'	77.85'	S34° 23' 04"W
C4	05° 26' 37"	4,890.00'	464.60'	464.42'	S37° 33' 45"W

APPROXIMATE SURVEY AND COUNTY LINE

GUADALUPE COUNTY

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N49° 10' 23"E	122.45'
L2	S54° 33' 14"E	126.32'

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 3

EXISTING

ACQUIRE

REMAINING



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Farm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
THE MAYAN AT SAN MARCOS RIVER, LLC
PARCEL 6E MIDDLE-PART 3
3.53 AC. (153,937 SQ. FT.)

PAGE 5 OF 5

REF. FIELD NOTE NO. 18449

EXHIBIT "I"

Part 4

County: Hays
 Parcel No.: 6E MIDDLE-PART 4
 Highway: FM 110
 Limits: From FM 621
 To SH 80

EASEMENT DESCRIPTION FOR PARCEL 6E MIDDLE-PART 4

DESCRIPTION OF A 0.124 ACRE (5,396 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM B. BURNETT JR. SURVEY NO. 59, ABSTRACT NO. 56, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 563.797 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, AND RECORDED IN VOLUME 4892, PAGE 330, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.124 ACRE (5,396 SQ. FT.) PARCEL, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point on the existing east right-of-way line of FM 621, an 80-foot wide right-of-way, as dedicated per TXDOT strip map 987-3-1, dated April, 1950, for the northwest corner of said 563.797 acre tract and the southwest corner of that certain called 532.212 acre tract described as Tract 1 in a deed to B & B Family Partnership, Ltd., and recorded in Document No. 9915749, O.P.R.H.C.TX., from which a 1/2-inch iron rod found bears S 00°32'12" W, a distance of 0.79 feet;

THENCE N 49°10'23" E, with the north line of said 563.797 acre tract and the south line of said 532.212 acre tract, a distance of 2,600.79 feet to a Texas Department of Transportation (TXDOT) Type II monument set 156.14 feet left of FM 110 Engineer's Centerline Station (E.C.S.) 326+24.57 on the proposed north right-of-way line of FM 110;

THENCE over and across said 563.797 acre tract, with the proposed north right-of-way line of FM 110, the following two (2) courses and distances:

- a) With the arc of a curve to the left, a distance of 717.47 feet, through a central angle of 03°43'10", having a radius of 11,052.00 feet and a chord which bears N 64°39'48" E, a distance of 717.34 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 333+32.07, and
- b) With the arc of a curve to the right, a distance of 145.93 feet, through a central angle of 00°44'45", having a radius of 11,210.00 feet and a chord which bears N 63°10'35" E, a distance of 145.93 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of FM 110 E.C.S. 334+76.57 for the southwest corner and **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed north right-of-way line of said FM 110, continuing over and across said 563.797 acre tract, the following three courses and distances numbered 1-3:

- 1) N 18°39'06" E, a distance of 28.31 feet to a 1/2-inch iron rod with TXDOT aluminum cap set, for the northwest corner of the easement described herein,
- 2) With the arc of a curve to the right, a distance of 250.00 feet, through a central angle of 01°16'32", having a radius of 11,230.00 feet and a chord which bears N 64°17'22" E, a distance of 249.99 feet to a 1/2-inch iron rod with TXDOT aluminum cap set, for the northeast corner of the easement described herein, and

3) S 70°04'22" E, a distance of 28.31 feet to a 1/2-inch iron rod with TXDOT aluminum cap set 110.00 feet left of FM 110 E.C.S. 337+63.32 on the proposed north right-of-way line of said FM 110, for the southeast corner of the easement described herein, from which a TXDOT Type II monument set bears, with the arc of a curve to the right, a distance of 193.04 feet, through a central angle of 00°59'12", having a radius of 11,210.00 feet and a chord which bears N 65°31'22" E, a distance of 193.04 feet;

4) **THENCE** with the arc of a curve to the left, along the proposed north right-of-way line of said FM 110, a distance of 289.59 feet, through a central angle of 01°28'48", having a radius of 11,210.00 feet and a chord which bears S 64°17'22" W, a distance of 289.58 feet to the **POINT OF BEGINNING**, and containing 0.124 acres (5,396 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

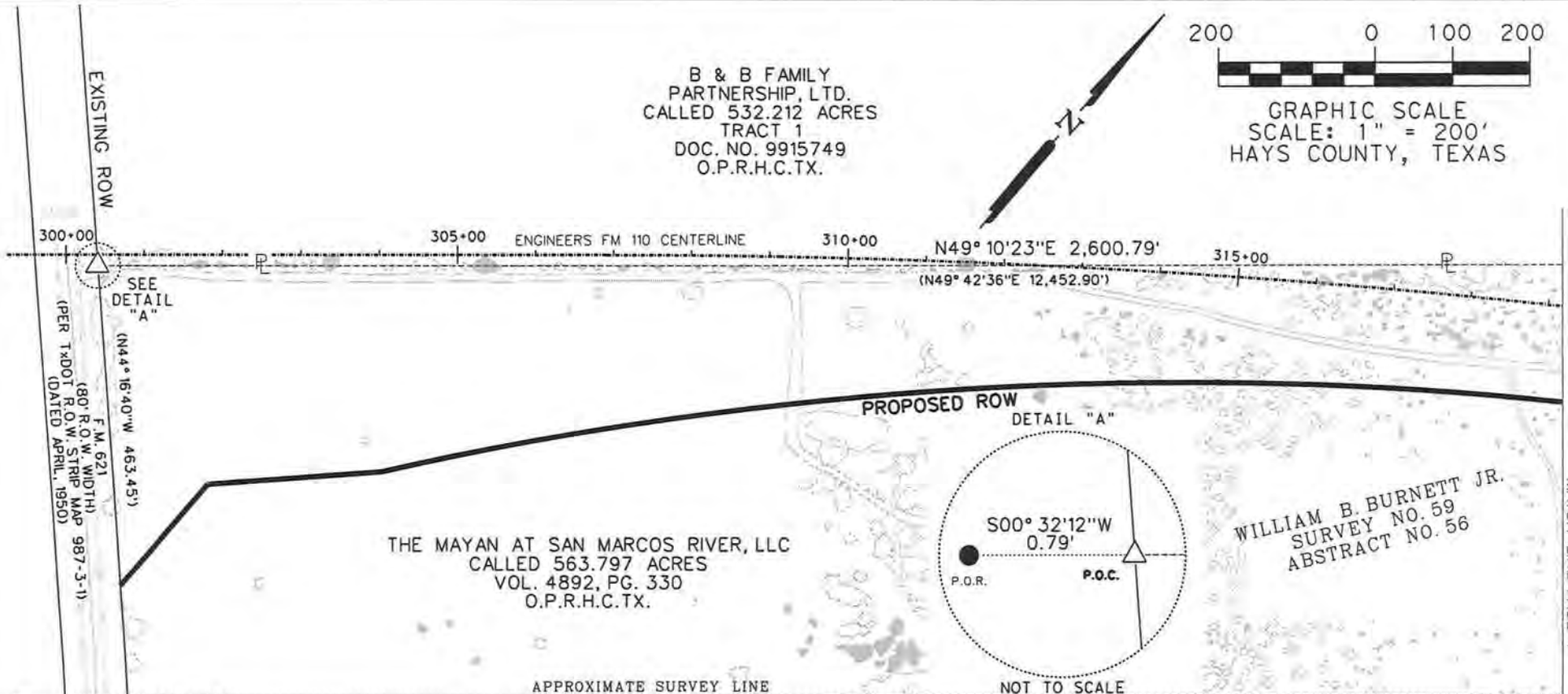
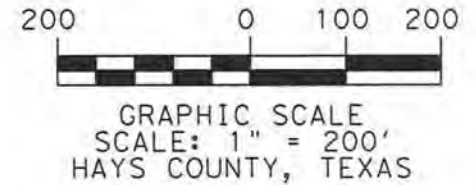
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

 12/1/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



B & B FAMILY
PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.



NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
3. THIS SURVEY WAS MADE WITH THE BENEFIT OF A TITLE REPORT BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
4. ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY KENNEDY CONSULTING, INC. DATED 03-12-2015.



LEGEND

- TXDOT TYPE I MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

BENJAMIN & GRAVES
FULCHER SURVEY NO. 19
ABSTRACT NO. 813

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/1/2015
DATE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P6E MIDDLE_PT 4

EXISTING	ACQUIRE	REMAINING
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300		
EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 4 0.124 AC. (5,396 SQ. FT.)		

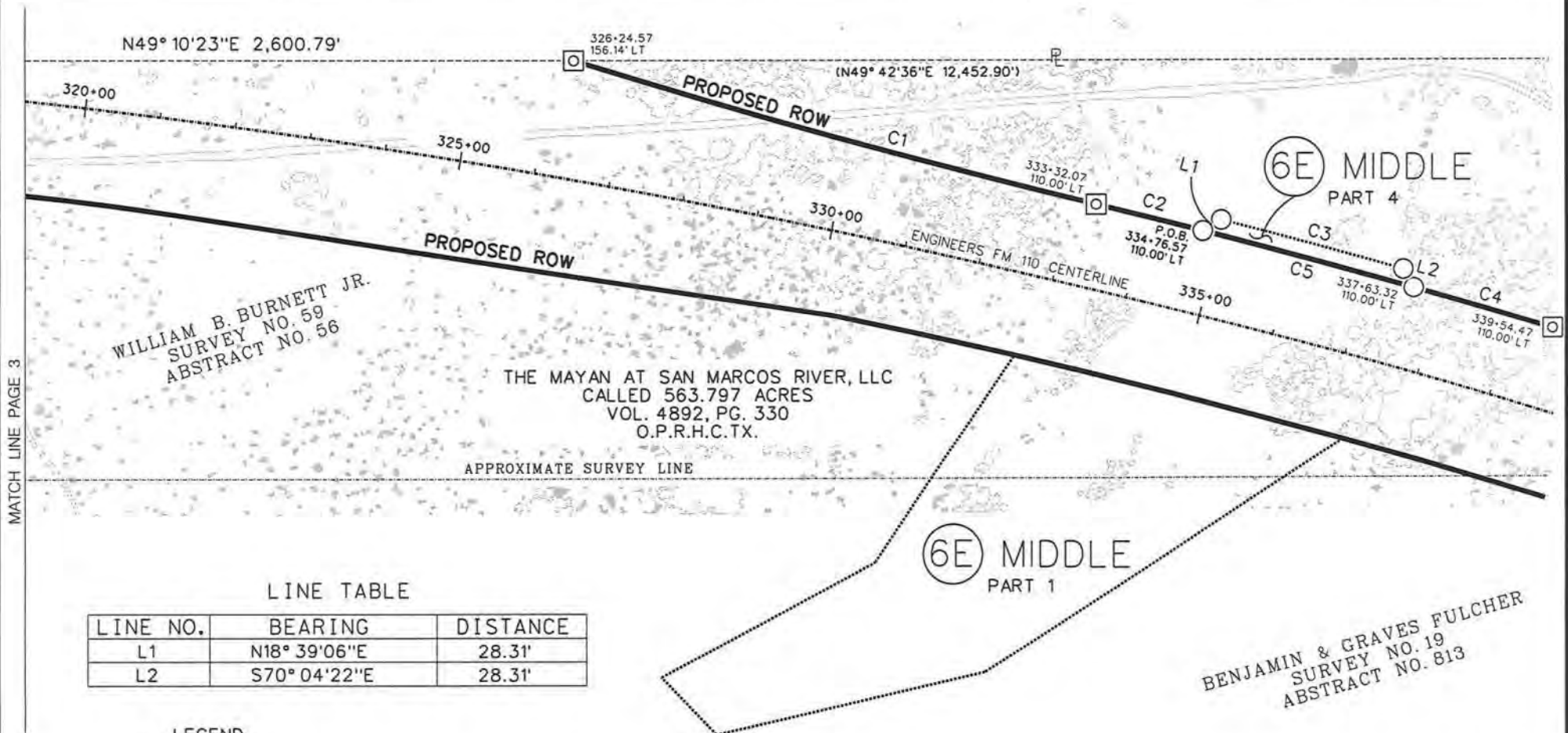
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 43'10"	11,052.00'	717.47'	717.34'	N64° 39'48"E
C2	00° 44'45"	11,210.00'	145.93'	145.93'	N63° 10'35"E
C3	01° 16'32"	11,230.00'	250.00'	249.99'	N64° 17'22"E
C4	00° 59'12"	11,210.00'	193.04'	193.04'	N65° 31'22"E
C5	01° 28'48"	11,210.00'	289.59'	289.58'	S64° 17'22"W



B & B FAMILY PARTNERSHIP, LTD.
CALLED 532.212 ACRES
TRACT 1
DOC. NO. 9915749
O.P.R.H.C.TX.

GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N18° 39'06"E	28.31'
L2	S70° 04'22"E	28.31'

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 1/2" IRON ROD WITH TXDOT ALUMINUM CAP SET
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE

DATE: 12/9/2015

FILE: \\saminc\aus\PROJECTS\1013033276\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\6E MIDDLE_PT 4

EXISTING	ACQUIRE	REMAINING
<div> </div>		
<div> <p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</p> </div>		
<div> <p>EASEMENT SKETCH SHOWING PROPERTY OF THE MAYAN AT SAN MARCOS RIVER, LLC PARCEL 6E MIDDLE-PART 4 0.124 AC. (5,396 SQ. FT.)</p> </div>		

PAGE 4 OF 4

REF. FIELD NOTE NO. 18519

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

Date: _____ **2023**

Grantor: Hays County, a political subdivision of the State of Texas

Grantor's Mailing Address

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

Grantee: STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Mailing Address:

STATE OF TEXAS
Texas Department of Transportation
Attn: Right of Way Administrator
118 E. Riverside Dr.
Austin, Texas 78704

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All those certain tracts or parcels of land previously conveyed to Hays County, State of Texas, described in the instruments of record as listed in the attached Exhibit "A", recorded in the Official Public Records of Hays County, Texas (O.P.R.H.C.Tx); and more particularly described by the metes and bounds in Exhibits "B", "C" and "D", which are attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

This conveyance is made by Grantors and accepted by the State of Texas subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of the County in which the property is located that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____ 2023.

GRANTOR:

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra
Hays County Judge

Acknowledgment

State of Texas
County of Hays

This instrument was acknowledged before me on ____ day of _____ 2023 by Ruben Becerra, County Judge of Hays County, a political subdivision of the State of Texas, on behalf of said county.

Notary Public, State of Texas

After recording return to:

EXHIBIT A

FM 110 SOUTH ROADWAY IMPROVEMENTS

FROM OLD BASTROP HIGHWAY (COUNTY ROAD 266) TO FM 621

PARCEL NUMBER	GRANTEE	HAYS COUNTY PUBLIC RECORDS INFORMATION – DOCUMENT NUMBER	ACREAGE
1S	HAYS COUNTY	2016-16011632	45.42
2S	HAYS COUNTY	17037842	30.04
2S DRAINAGE EASEMENT	HAYS COUNTY	17037843	5.596

EXHIBIT "B"

County: Hays
Parcel No.: 1S
Highway: FM 110
Limits: From FM 621
 To SH 123
CSJ: 3545-02-007,009

PROPERTY DESCRIPTION FOR PARCEL 1S

DESCRIPTION OF A 45.42 ACRE (1,978,589 SQ. FT.) PARCEL OF LAND LOCATED IN THE BARNETT KANE SURVEY, ABSTRACT NO. 281 (SA & MG RAILROAD SURVEY NO. 10), AND THE JESSE W WILSON SURVEY, ABSTRACT NO. 481, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 525.22 ACRE TRACT OF LAND, SAVE AND EXCEPT 2 ACRES, DESCRIBED IN A DEED TO FROST NATIONAL BANK OF SAN ANTONIO, TEXAS, AS TRUSTEE OF THE FREEMAN EDUCATION FOUNDATION, AND RECORDED IN VOLUME 359, PAGE 870, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), SAID 45.42 ACRE (1,978,589 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a pipe fence post found on the east right-of-way line of Hays County Road 232 (Redwood Road), as dedicated in deed to Hays County, Texas in Volume 2778, Page 201, Official Public Records of Hays County, Texas (O.P.R.H.C.TX.), same being on the southwest line of said 525.22 acre tract;

THENCE, S 41°06'45" E, with the east right-of-way line of said Redwood Road, a distance of 1,110.31 feet to a Texas Department of Transportation (TXDOT) Type II monument set 361.64 feet left of FM 110 Engineer's Centerline Station (E.C.S.) 194+44.85, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the east right-of-way line of said Redwood Road and crossing said 525.22 acre tract, with the proposed north right-of-way line of Farm to Market 110 (FM 110), the following thirteen (13) courses and distances numbered 1-13:

- 1) N 50°26'04" E, a distance of 5.76 feet to a TXDOT Type II monument set 363.44 feet left of FM 110 E.C.S. 194+50.32,
- 2) S 42°32'00" E, a distance of 51.45 feet to a TXDOT Type II monument set 315.47 feet left of FM 110 E.C.S. 194+68.91,
- 3) S 75°27'47" E, a distance of 183.35 feet to a TXDOT Type II monument set 208.00 feet left of FM 110 E.C.S. 196+17.46,
- 4) N 68°39'12" E, a distance of 177.16 feet to a TXDOT Type II monument set 208.00 feet left of FM 110 E.C.S. 197+94.62, for a point of curvature in said proposed north right-of-way line,
- 5) With the arc of a curve to the right, a distance of 473.27 feet, through a central angle of 09°21'16", having a radius of 2,898.79 feet and a chord which bears N 75°40'10" E, a distance of 472.74 feet to a TXDOT Type II monument set 150.25 feet left of FM 110 E.C.S. 202+63.83,

- 6) N 75°28'53" E, a distance of 338.57 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 206+00.00,
- 7) N 68°39'12" E, passing at a distance of 1,000.00 feet a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 216+00, passing at a distance of 2,000.00 feet a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 226+00.00, and continuing for a total distance of 2,942.30 feet to a TXDOT Type II monument set 110.00 feet left of FM 110 E.C.S. 235+42.30, for a point of curvature in said proposed north right-of-way line,
- 8) With the arc of a curve to the left, a distance of 679.00 feet, through a central angle of 04°52'48", having a radius of 7,972.00 feet and a chord which bears N 63°57'27" E, a distance of 678.79 feet to a TXDOT Type II monument set 165.19 feet left of FM 110 E.C.S. 242+21.33,
- 9) Continuing with the arc of a curve to the left, a distance of 953.34 feet, through a central angle of 15°43'56", having a radius of 3,472.00 feet and a chord which bears N 53°39'05" E, a distance of 950.35 feet to a TXDOT Type II monument set 259.26 feet left of FM 110 E.C.S. 251+33.64,
- 10) N 45°47'07" E, a distance of 343.42 feet to a TXDOT Type II monument set 280.76 feet left of FM 110 E.C.S. 255+83.65,
- 11) N 03°20'59" E, a distance of 206.27 feet to a TXDOT Type II monument set 428.69 feet left of FM 110 E.C.S. 257+27.39,
- 12) N 44°48'58" W, a distance of 208.95 feet to a TXDOT Type II monument set 637.14 feet left of FM 110 E.C.S. 257+12.86, and
- 13) N 45°11'02" E, a distance of 10.00 feet to a TXDOT Type II monument set 637.83 feet left of FM 110 E.C.S. 257+22.83, on the existing southerly right-of-way line of Farm to Market 621 (FM 621), an 80' width right-of-way, as dedicated to the State of Texas in Volume 149, Page 427, D.R.H.C.TX., for the northeast corner of the parcel described herein, from which a TXDOT Type I monument found broken bears N 44°48'58" W, a distance of 208.69 feet;
- 14) **THENCE**, S 44°48'58" E, with the southerly right-of-way line of said FM 621, a distance of 1,122.11 feet to a TXDOT Type I monument found broken 481.56 feet right of E.C.S. 258+00.89, for the southeast corner of the parcel described herein, from which a TXDOT Type I monument found broken on the southerly right-of-way line of said FM 621 bears with a curve to the left, a distance of 347.95 feet, through a central angle of 03°30'11", having a radius of 5,691.07 feet and a chord which bears S 43°10'16" E, a distance of 347.89 feet;

THENCE departing the southerly right-of-way line of said FM 621 and crossing said 525.22 acre tract, with the proposed south right-of-way line of FM 110, the following thirteen (13) courses and distances numbered 15-27:

- 15) S 45°11'07" W, a distance of 11.39 feet to a TXDOT Type II monument set 482.35 feet right of FM 110 E.C.S. 257+89.54,
- 16) N 46°02'39" W, a distance of 76.41 feet to a TXDOT Type II monument set 406.26 feet right of FM 110 E.C.S. 257+82.59,
- 17) N 86°39'01" W, a distance of 148.62 feet to a TXDOT Type II monument set 302.69 feet right of FM 110 E.C.S. 256+76.00,
- 18) S 49°01'16" W, a distance of 54.89 feet to a TXDOT Type II monument set 302.84 feet right of FM 110 E.C.S. 256+21.11, for a point of curvature in said proposed south right-of-way line,

- 19) With the arc of a curve to the right, a distance of 910.18 feet, through a central angle of $25^{\circ}49'00''$, having a radius of 2,020.00 feet and a chord which bears $S\ 58^{\circ}00'22''\ W$, a distance of 902.50 feet to a TXDOT Type II monument set 214.07 feet right of FM 110 E.C.S. 247+62.10,
- 20) $S\ 70^{\circ}54'52''\ W$, a distance of 1,283.82 feet to a TXDOT Type II monument set 108.76 feet right of FM 110 E.C.S. 235+13.35,
- 21) $S\ 68^{\circ}28'43''\ W$, passing at a distance of 1,000.00 feet a TXDOT Type II monument set 111.81 feet right of FM 110 E.C.S. 225+13.35, passing at a distance of 2,000.00 feet a TXDOT Type II monument set 114.86 feet right of FM 110 E.C.S. 215+13.36, and continuing for a total distance of 2,573.74 feet to a TXDOT Type II monument set 116.61 feet right of FM 110 E.C.S. 209+39.62
- 22) $S\ 63^{\circ}50'38''\ W$, a distance of 558.42 feet to a TXDOT Type II monument set 163.43 feet right of FM 110 E.C.S. 203+83.16, for a point of curvature in said proposed south right-of-way line,
- 23) With the arc of a curve to the right, a distance of 471.38 feet, through a central angle of $09^{\circ}18'38''$, having a radius of 2,900.79 feet and a chord which bears $S\ 62^{\circ}58'37''\ W$, a distance of 470.86 feet to a TXDOT Type II monument set 210.00 feet right of FM 110 E.C.S. 199+14.61,
- 24) $S\ 68^{\circ}39'12''\ W$, a distance of 168.12 feet to a TXDOT Type II monument set 210.00 feet right of FM 110 E.C.S. 197+46.49,
- 25) $S\ 22^{\circ}48'42''\ W$, a distance of 91.45 feet to a TXDOT Type II monument set 275.61 feet right of FM 110 E.C.S. 196+82.79,
- 26) $S\ 40^{\circ}14'07''\ E$, a distance of 75.65 feet to a TXDOT Type II monument set 347.18 feet right of FM 110 E.C.S. 197+07.27, and
- 27) $S\ 48^{\circ}25'32''\ W$, a distance of 4.03 feet to a TXDOT Type II monument set 348.58 feet right of FM 110 E.C.S. 197+03.49 on the east right-of-way line of said Redwood Road, for the southwest corner of the parcel described herein;

THENCE with the east right-of-way line of said Redwood Road, the following two (2) courses and distances numbered 28-29:

28) N 41°34'28" W, a distance of 400.25 feet to a calculated point, and

29) N 41°06'45" W, a distance of 355.45 feet to the **POINT OF BEGINNING**, and containing 45.42 acres (1,978,589 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

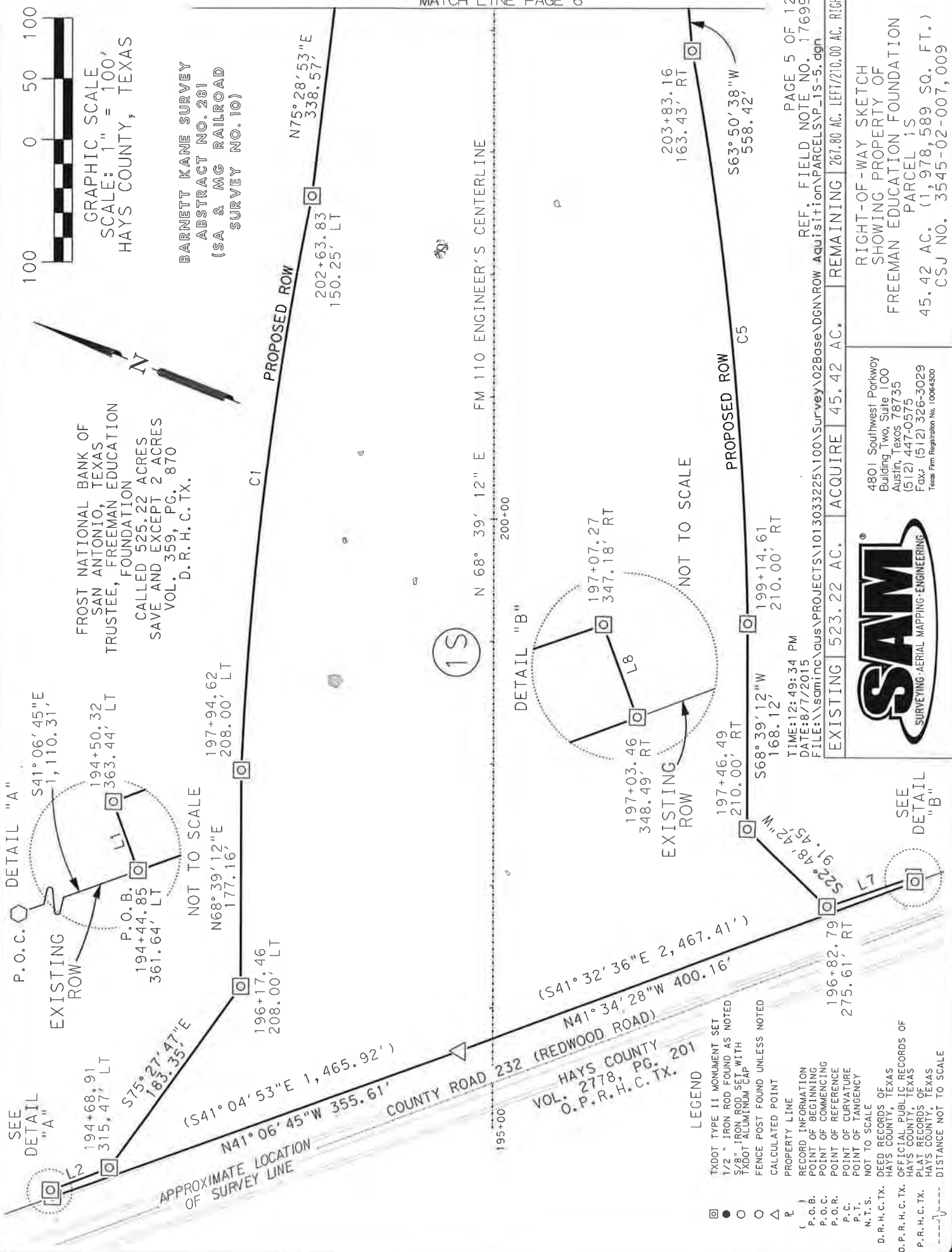
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



William Reed Herring 8/25/2015
William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
TRUSTEE, FREEMAN EDUCATION FOUNDATION
CALLED 525.22 ACRES
SAVE AND EXCEPT 2 ACRES
VOL. 359, PG. 870
D.R.H.C.TX.

BARNETT KANE SURVEY
ABSTRACT NO. 281
(SA & MG RAILROAD
SURVEY NO. 10)

GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

N75°28'53"E
338.57'

1,000.00' PROPOSED ROW

206+00.00
110.00' LT

1S

FM 110 ENGINEER'S CENTERLINE

N 68° 39' 12" E

210+00

205+00

209+39.62
116.61' RT

573.74'

PROPOSED ROW S63°50'38"W 558.42'

S68°28'43"W 2,573.74'

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
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SAVE AND EXCEPT 2 ACRES
VOL. 359, PG. 870
D.R.H.C.TX.

LEGEND

- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- > DISTANCE NOT TO SCALE

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PAGE 6 OF 12
REF. FIELD NOTE NO. 17699

EXISTING	523.22 AC.	ACQUIRE	45.42 AC.	REMAINING	267.80 AC. LEFT/210.00 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
FREEMAN EDUCATION FOUNDATION
PARCEL 1S
45.42 AC. (1,978,589 SQ. FT.)
CSJ NO. 3545-02-007,009

BARNETT KANE SURVEY
ABSTRACT NO. 281
(SA & MG RAILROAD
SURVEY NO. 10)

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
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VOL. 359, PG. 870
D.R.H.C.TX.



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

N68° 39' 12" E 2,942.30'

PROPOSED ROW

1,000.00'

216+00.00
110.00' LT

MATCH LINE PAGE 6

FM 110 ENGINEER'S CENTERLINE

N 68° 39' 12" E

215+00

220+00

MATCH LINE PAGE 8

215+13.36
114.86' RT

PROPOSED ROW

S68° 28' 43" W 2,573.74'

1,000.00'

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
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- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
-)--- DISTANCE NOT TO SCALE

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PAGE 7 OF 12
REF: FIELD NOTE NO. 17699

EXISTING	523.22 AC.	ACQUIRE	45.42 AC.	REMAINING	267.80 AC. LEFT/210.00 AC. RIGHT
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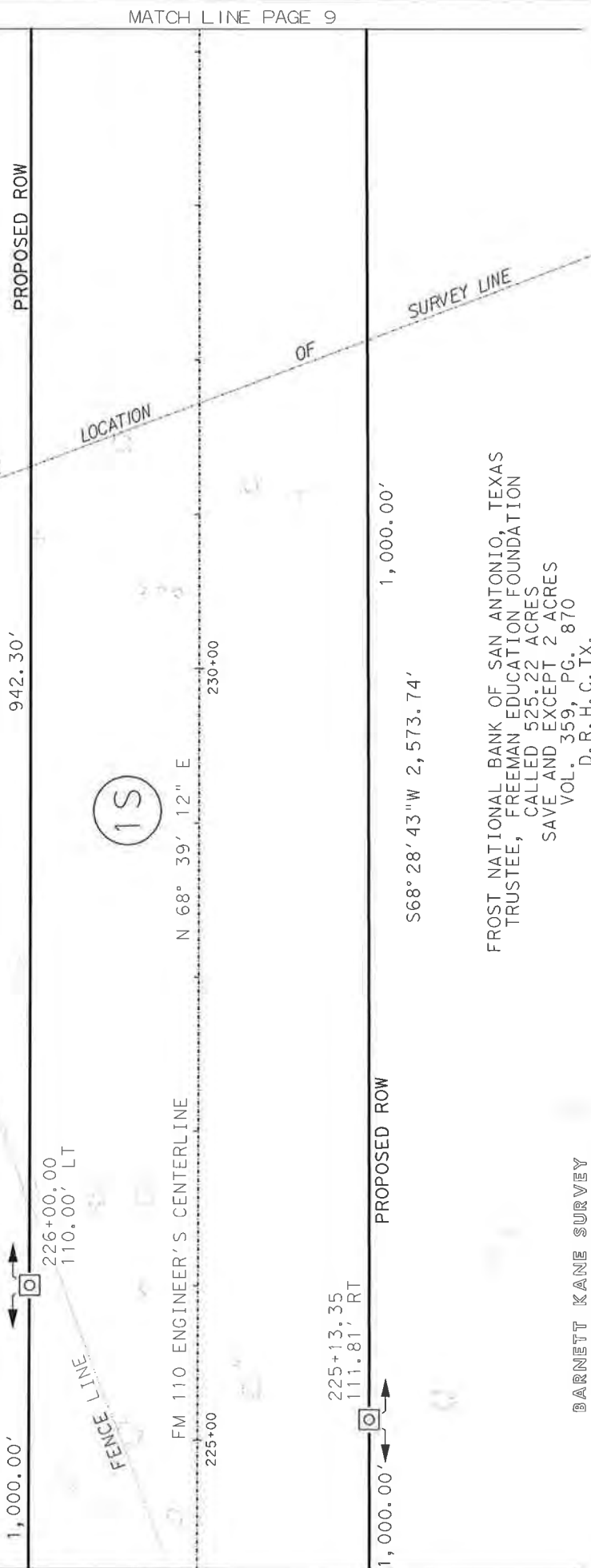
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
FREEMAN EDUCATION FOUNDATION
PARCEL 1S
45.42 AC. (1,978,589 SQ. FT.)
CSJ NO. 3545-02-007,009

LEGEND

- TXDOT TYPE II MONUMENT SET
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- f----- DISTANCE NOT TO SCALE

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
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CALLED 525.22 ACRES
SAVE AND EXCEPT 2 ACRES
VOL. 359, PG. 870
D.R.H.C.TX.

JESSE W. WILSON SURVEY
ABSTRACT NO. 481



MATCH LINE PAGE 7

MATCH LINE PAGE 9

PROPOSED ROW

S68° 28' 43" W 2,573.74'

1,000.00'

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
TRUSTEE, FREEMAN EDUCATION FOUNDATION
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SAVE AND EXCEPT 2 ACRES
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D.R.H.C.TX.

BARNETT KANE SURVEY
ABSTRACT NO. 281
(SA & MG RAILROAD)
SURVEY NO. 10)

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PAGE 8 OF 12
REF. FIELD NOTE NO. 17699

EXISTING 523.22 AC. ACQUIRE 45.42 AC. REMAINING 267.80 AC. LEFT/210.00 AC. RIGHT



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PARCEL 1S
45.42 AC. (1,978,589 SQ. FT.)
CSJ NO. 3545-02-007,009



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

N

N68°39'12"E
2,942.30'

235+42.30
110.00' LT

PROPOSED ROW

C2

JESSE W. WILSON SURVEY
ABSTRACT NO. 481

242+21.33
165.19' LT

C3

FM 110 ENGINEER'S CENTERLINE N 68° 39' 12" E

235+00

PC 241+69.31

240+00

MATCH LINE PAGE 10

1S

235+13.35
108.76' RT

PROPOSED ROW

S70°54'52"W 1,283.82'

LEGEND

- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- NOT TO SCALE
- N.T.S.
- DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- }----- DISTANCE NOT TO SCALE

FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
TRUSTEE, FREEMAN EDUCATION FOUNDATION
CALLED 525.22 ACRES
SAVE AND EXCEPT 2 ACRES
VOL. 359, PG. 870
D.R.H.C.TX.

PI STATION = 247+54.30
DELTA = 19° 28' 48.57" (LT)
DEGREE OF CURVE = 1° 40' 52.37"
TANGENT = 584.99
LENGTH = 1,158.70
RADIUS = 3,408.00
PC STATION = 241+69.31
PT STATION = 253+28.00

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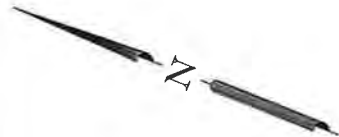
PAGE 9 OF 12
REF. FIELD NOTE NO. 17699

EXISTING 523.22 AC. ACQUIRE 45.42 AC. REMAINING 267.80 AC. LEFT/210.00 AC. RIGHT



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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
FREEMAN EDUCATION FOUNDATION
PARCEL 1S
45.42 AC. (1,978,589 SQ. FT.)
CSJ NO. 3545-02-007,009



FROST NATIONAL BANK OF SAN ANTONIO, TEXAS
TRUSTEE, FREEMAN EDUCATION FOUNDATION
CALLED 525.22 ACRES
SAVE AND EXCEPT 2 ACRES
VOL. 359, PG. 870
D.R.H.C.TX.



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

LEGEND

- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- P.O.C.
- POINT OF COMMENCING
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- P.C.
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- DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX.
- OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX.
- PLAT RECORDS OF HAYS COUNTY, TEXAS
- o-----
- DISTANCE NOT TO SCALE

MATCH LINE PAGE 11

15

FM 110 ENGINEER'S CENTERLINE

C3

PROPOSED ROW

245+00

250+00

PROPOSED ROW

S70°54'52"W 1,283.82'

C4

247+62.10
214.07' RT

JESSE W. WILSON SURVEY
ABSTRACT NO. 481

PI STATION = 247+54.30
DELTA = 19°28'48.57" (LT)
DEGREE OF CURVE = 1°40'52.37"
TANGENT = 584.99
LENGTH = 1,158.70
RADIUS = 3,408.00
PC STATION = 241+69.31
PT STATION = 253+28.00

TIME: 1:06:51 PM
DATE: 8/7/2015
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PAGE 10 OF 12
REF. FIELD NOTE NO. 17699

EXISTING 523.22 AC. ACQUIRE 45.42 AC. REMAINING 267.80 AC. LEFT/210.00 AC. RIGHT



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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
FREEMAN EDUCATION FOUNDATION
PARCEL 15
45.42 AC. (1,978,589 SQ. FT.)
CSJ NO. 3545-02-007,009



TXDOT TYPE II MONUMENT SET
 1/2" IRON ROD FOUND AS NOTED
 5/8" IRON ROD SET WITH
 TXDOT ALUMINUM CAP
 ○ FENCE POST FOUND UNLESS NOTED
 △ CALCULATED POINT
 R PROPERTY LINE
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 P.O.C. POINT OF COMMENCING
 P.O.R. POINT OF REFERENCE
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 NOT TO SCALE
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 HAYS COUNTY, TEXAS
 O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF
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 P.R.H.C.TX. PLAT RECORDS OF
 HAYS COUNTY, TEXAS
 ---?--- DISTANCE NOT TO SCALE

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
FREEMAN EDUCATION FOUNDATION
PARCEL 1S
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LEGEND

- TXDOT TYPE II MONUMENT SET
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- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- 7--- DISTANCE NOT TO SCALE

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
4. ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY BINKLEY & BARFIELD, INC. DATED 06-26-2014.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
 WILLIAM REED HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS
 8/25/2015
 DATE



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 21' 16"	2,898.79'	473.27'	472.74'	N75° 40' 10"E
C2	04° 52' 48"	7,972.00'	679.00'	678.79'	N63° 57' 27"E
C3	15° 43' 56"	3,472.00'	953.34'	950.35'	N53° 39' 05"E
C4	25° 49' 00"	2,020.00'	910.18'	902.50'	S58° 00' 22"W
C5	09° 18' 38"	2,900.79'	471.38'	470.86'	S62° 58' 37"W
C6	03° 30' 11"	5,691.07'	347.95'	347.89'	S43° 10' 16"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N50° 26' 04"E	5.76'
L2	S42° 32' 00"E	51.45'
L3	N44° 48' 58"W	208.69'
L4	S45° 11' 07"W	11.39'
L5	N46° 02' 39"W	76.41'
L6	S49° 01' 16"W	54.89'
L7	S40° 14' 07"E	75.65'
L8	S49° 45' 53"W	4.03'

TIME: 9:32:45 AM
 DATE: 8/26/2015
 FILE: \\saminc\aus\PROJECTS\1013033225\100\Survey\02Base\DGN\ROW Acquisition\PARCELS\P_1s-12.dgn

EXISTING 523.22 AC. ACQUIRE 45.42 AC. REMAINING 1267.80 AC. LEFT 210.00 AC. RIGHT

4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10664500



RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 FREEMAN EDUCATION FOUNDATION
 PARCEL 1S
 45.42 AC. (1,978,589 SQ. FT.)
 CSJ NO. 3545-02-007,009

County: Hays
Parcel No.: 2S
Highway: FM 110
Limits: From FM 621
To SH 123
CSJ: 3545-02-007,009

PROPERTY DESCRIPTION FOR PARCEL 2S

DESCRIPTION OF A 30.04 ACRE (1,308,552 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM WEST SURVEY NO. 2, ABSTRACT NO. 488, THE WILLIAM WEST SURVEY NO. 3, ABSTRACT NO. 489, THE WILLIAM BLANTON SURVEY NO. 4, ABSTRACT NO. 59 AND THE WILLIAM BLANTON SURVEY NO. 5, ABSTRACT NO. 60, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 225.25 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GLENN RAY PAPE, AND RECORDED IN VOLUME 881, PAGE 692, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), SAID 30.04 ACRE (1,308,552 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the intersection of the existing south right-of-way line of Hays County Road 266 (CR 266), for which no record information was found, and the east right-of-way line of State Highway 123 (SH 123), as dedicated in deed to the State of Texas, and recorded in Volume 143, Page 535, D.R.H.C.TX., for the northwest corner of said 225.25 acre tract;

THENCE, N 62°37'28" E, with the south right-of-way line of said CR 266 and a northwest line of said 225.25 acre tract, a distance of 442.79 feet to a Texas Department of Transportation (TXDOT) Type II monument set 222.58 feet right of Farm to Market 110 (FM 110) Engineer's Centerline Station (E.C.S.) 145+46.83, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE**, N 62°37'28" E, continuing with the south right-of-way line of said CR 266 and a northwest line of said 225.25 acre tract, a distance of 702.01 feet to a TXDOT Type II monument set 144.83 feet left of FM 110 E.C.S. 151+45.02 for the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found bears N 62°37'28" E, a distance of 508.14 feet;

THENCE departing the south right-of-way line of said CR 266 and crossing said 225.25 acre tract, with the proposed north right-of-way line of FM 110, the following eleven (11) courses and distances numbered 2-12:

- 2) With the arc of a curve to the right, a distance of 40.06 feet, through a central angle of 00°47'05", having a radius of 2,924.79 feet and a chord which bears S 72°13'29" E, a distance of 40.06 feet to a TXDOT Type II monument set 135.30 feet left of FM 110 E.C.S. 151+84.28,
- 3) S 81°04'14" E, a distance of 245.34 feet to a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 154+28.78,
- 4) S 85°49'04" E, passing at a distance of 1,000 feet a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 164+28.78, continuing for a total distance of 1,472.71 feet to a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 169+01.48, for a point of curvature in said proposed north right-of-way line,
- 5) With the arc of a curve to the left, a distance of 205.61 feet, through a central angle of 02°05'54", having a radius of 5,614.58 feet and a chord which bears S 86°52'01" E, a distance of 205.60 feet to a TXDOT Type II monument set 118.76 feet left of FM 110 E.C.S. 171+07.05,

- 6) N 86°40'30" E, a distance of 529.25 feet to a TXDOT Type II monument set 166.11 feet left of FM 110 E.C.S. 176+49.36, for a point of curvature in said proposed north right-of-way line,
- 7) With the arc of a curve to the left, a distance of 766.91 feet, through a central angle of 07°51'40", having a radius of 5,589.58 feet and a chord which bears N 82°44'40" E, a distance of 766.31 feet to a TXDOT Type II monument set 171.83 feet left of FM 110 E.C.S. 184+47.34,
- 8) N 72°54'12" E, a distance of 404.01 feet to a TXDOT Type II monument set 188.27 feet left of FM 110 E.C.S. 188+68.40,
- 9) N 67°30'49" E, a distance of 431.65 feet to a TXDOT Type II monument set 206.31 feet left of FM 110 E.C.S. 193+12.79,
- 10) N 15°07'50" E, a distance of 106.38 feet to a TXDOT Type II monument set 291.85 feet left of FM 110 E.C.S. 193+76.03,
- 11) N 39°33'56" W, a distance of 44.78 feet to a TXDOT Type II monument set 334.38 feet left of FM 110 E.C.S. 193+62.03, and
- 12) N 50°26'04" E, a distance of 5.92 feet to a TXDOT Type II monument set 336.23 feet left of FM 110 E.C.S. 193+67.65, on the existing west right-of-way line of Hays County Road 232 (Redwood Road), as dedicated to Hays County, Texas in Volume 2778, Page 545, Official Public Records of Hays County, Texas (O.P.R.H.C.TX.), for the northeast corner of the parcel described herein;

THENCE with the west right-of-way line of said Redwood Road the following two (2) courses and distances numbered 13-14:

- 13) S 41°05'01" E, a distance of 357.93 feet to a calculated point, and
- 14) S 41°32'44" E, a distance of 398.78 feet to a TXDOT Type II monument set 374.92 feet right of FM 110 E.C.S. 196+26.22 for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with plastic cap stamped "Byrn Surveying" found for the most easterly southeast corner of said 225.25 acre tract bears S 41°32'44" E, a distance of 263.21 feet;

THENCE departing the west right-of-way line of said Redwood Road and crossing said 225.25 acre tract, with the proposed south right-of-way line of FM 110, the following thirteen (13) courses and distances numbered 15-27:

- 15) S 49°45'53" W, a distance of 5.98 feet to a TXDOT Type II monument set 376.86 feet right of FM 110 E.C.S. 196+20.56,
- 16) N 43°05'52" W, a distance of 50.07 feet to a TXDOT Type II monument set 330.35 feet right of FM 110 E.C.S. 196+02.00,
- 17) N 67°11'18" W, a distance of 172.76 feet to a TXDOT Type II monument set 210.00 feet right of FM 110 E.C.S. 194+78.06, for a point of curvature in said proposed south right-of-way line,
- 18) With the arc of a curve to the right, a distance of 274.78 feet, through a central angle of 05°24'18", having a radius of 2,912.79 feet and a chord which bears S 70°24'37" W, a distance of 274.68 feet to a TXDOT Type II monument set 201.58 feet right of FM 110 E.C.S. 192+03.52,
- 19) S 73°00'37" W, a distance of 158.20 feet to a TXDOT Type II monument set 191.06 feet right of FM 110 E.C.S. 190+50.65, for a point of curvature in said proposed south right-of-way line,

- 20) With the arc of a curve to the right, a distance of 438.93 feet, through a central angle of 02°17'31", having a radius of 2,500.00 feet and a chord which bears S 78°02'24" W, a distance of 438.37 feet to a TXDOT Type II monument set 151.40 feet right of FM 110 E.C.S. 186+30.27,
- 21) S 83°04'12" W, a distance of 823.06 feet to a TXDOT Type II monument set 118.60 feet right of FM 110 E.C.S. 178+31.24, for a point of curvature in said proposed south right-of-way line,
- 22) With the arc of a curve to the right, a distance of 268.52 feet, through a central angle of 10°15'25", having a radius of 1,500.00 feet and a chord which bears S 88°11'54" W, a distance of 268.17 feet to a TXDOT Type II monument set 116.26 feet right of FM 110 E.C.S. 175+70.02,
- 23) N 86°40'24" W, a distance of 634.29 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 169+45.07,
- 24) N 85°49'04" W, passing at a distance of 1,000 feet a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 159+45.07, continuing for a total distance of 1,448.08 feet to a TXDOT Type II monument set 110.00 feet right of FM 110 E.C.S. 154+96.98,
- 25) N 88°53'48" W, a distance of 234.37 feet to a TXDOT Type II monument set 122.59 feet right of FM 110 E.C.S. 152+62.95,
- 26) S 84°45'56" W, a distance of 420.03 feet to a TXDOT Type II monument set 191.31 feet right of FM 110 E.C.S. 148+48.59, for a point of curvature in said proposed south right-of-way line, and
- 27) With the arc of a curve to the right, a distance of 303.25 feet, through a central angle of 06°57'00", having a radius of 2,500.00 feet and a chord which bears S 88°14'26" W, a distance of 303.06 feet to the **POINT OF BEGINNING**, and containing 30.04 acres (1,308,552 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



William Reed Herring 8/25/2015

William Reed Herring Date
Registered Professional Land Surveyor
No. 6355 – State of Texas



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

LEGEND

- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PLAT RECORDS OF HAYS COUNTY, TEXAS
- ?--- DISTANCE NOT TO SCALE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 47' 05"	2,924.79'	40.06'	40.06'	S72° 13' 29"E
C2	06° 57' 00"	2,500.00'	303.25'	303.06'	S88° 14' 26"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S81° 04' 14"E	245.34'

CYRUS WICKSON
SURVEY
ABSTRACT NO. 474

HAYS COUNTY
CALLED 5.445 ACRES
VOL. 1209, PG. 580
O.P.R.H.C.TX.

20' ROW DEDICATION
VOL. 12, PG. 130
P.R.H.C.TX.

WILLIAM BLANTON
SURVEY NO. 4
ABSTRACT NO. 59

S 85° 49' 04" E
145+00

STATE HIGHWAY 123
(R.O.W. WIDTH VARIES)
VOL. 143, PG. 535
D.R.H.C.TX.

EXISTING ROW
(NO RECORD INFORMATION FOUND)
N62° 37' 28" E 702.01'
1,632.89' E
150+00

S 85° 49' 04" E
145+00

APPROXIMATE LOCATION
OF SURVEY LINE

(2S)

10' COMMUNICATIONS EASEMENT
VOL. 1486, PG. 510
O.P.R.H.C.TX.

PROPOSED ROW
S84° 45' 56" W 420.03'

148+48.59
191.31' RT

C2 WILLIAM WEST
SURVEY NO. 5
ABSTRACT NO. 60

GLENN RAY PAPE
CALLED 225.25 ACRES
VOL. 881, PG. 692
D.R.H.C.TX.

TIME: 1:19:08 PM
DATE: 8/7/2015
FILE: \\saminc\aus\PROJECTS\1013033225\100\Survey\02Base\DGN\ROW Acquisition\PARCELSVP-2S-4.dgn

PAGE 4 OF 9
REF. FIELD NOTE NO. 17691

EXISTING 225.25 AC. ACQUIRE 30.04 AC. REMAINING 77.18 AC. (LEFT 118.03 AC. RIGHT 118.03 AC.)



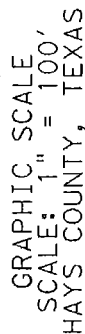
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10084-000

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GLENN RAY PAPE
PARCEL 2S
30.04 AC. (1,308,552 SQ. FT.)
CSJ NO. 3545-02-007,009

WATER LINE EASEMENT
VOL. 1981, PG. 228
O.P.R.H.C.TX.

EXISTING ROW
P.O.C.

MATCH LINE PAGE 5

LINE TABLE

WILLIAM BLANTON
SURVEY NO. 4
ABSTRACT NO. 59

S85° 49' 04" E 1,472.71'
1,000.00'

PROPOSED ROW

154+28.78
115.00; LT

FENCE LINE

FM 110 ENGINEER'S CENTERLINE

WATER CONSERVATION EASEMENT
CALLED 142.2 ACRES
VOL. 196, PG. 79
D.R.H.C.TX.

159+45.07
110.00' RT
448.08' PROPOSED ROW
N85°49'04"W 1,448.08'
IN PAY BASE

1,000.00

GLENN RAY PAPE
CALLED 225.25 ACRES
VOL. 881, PG. 692
D.R.H.C. TX.

N88° 53' 48" W
234.37'

END

- TXDOT TYPE II MONUMENT SET
1 1/2 " IRON ROD FOUND AS NOTED
5/8 " IRON ROD SET WITH
TXDOT ALUMINUM CAP
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT

PROPERTY LINE

(RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.P.	POINT OF REFERENCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
N.T.S.	NOT TO SCALE

D. R. H. C. TX. DEED RECORDS OF
HAYS COUNTY, TEXAS
O. P. R. H. C. TX. OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS
P. R. H. C. TX. PLAT RECORDS OF
HAYS COUNTY, TEXAS
----- DISTANCE NOT TO SCALE

TIME:1:23:56 PM
DATE:8/7/2015
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DATE: 8/7/2015

FILE:\saminc\

EXISTING	225.25 AC.
----------	------------

JIRE	30.04 AC.
------	-----------

REMAINING	77.18 AC. LEFT/118.03 AC. RIGHT
-----------	---------------------------------

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GLENN RAY PAPE
PARCEL 2S
AC. (1 308,552 SQ.
J NO. 3545-02-007,000

30.04 AC. (1,308,552 SQ. FT.)
CSJ NO. 3545-02-007,009

TYPED TYPE II MONUMENT SET
 1/2" IRON ROD FOUND AS NOTED
 TYPED TYPE II MONUMENT SET WITH
 TYPED PLAT RECORD SET
 FENCE POST FOUND UNLESS NOTED
 CALCULATED POINT
 PROPERTY LINE
 RECORD INFORMATION
 POINT OF BEGINNING
 POINT OF COMMENCING
 P.O.C.
 POINT OF REFERENCE
 P.C.
 POINT OF CURVATURE
 P.T.
 POINT OF TANGENCY
 NOT TO SCALE
 DEED RECORDS OF
 HAYS COUNTY, TEXAS
 D. R. H. C. TX.
 OFFICIAL PUBLIC RECORDS OF
 HAYS COUNTY, TEXAS
 O. P. R. H. C. TX.
 PLAT RECORDS OF
 HAYS COUNTY, TEXAS
 P. R. H. C. TX.
 DISTANCE NOT TO SCALE

WILLIAM WEST
SURVEY NO. 3
ABSTRACT NO. 489

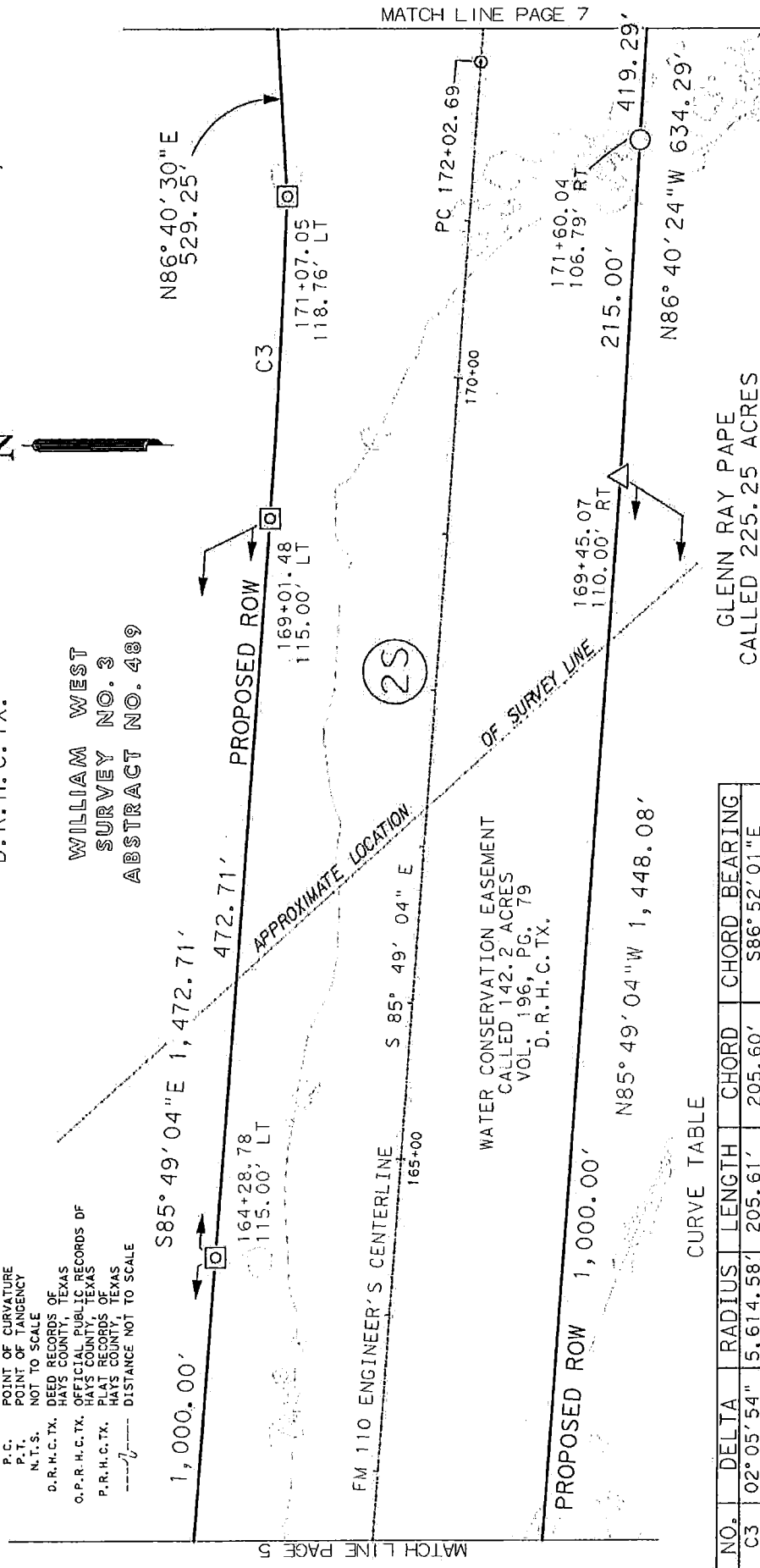
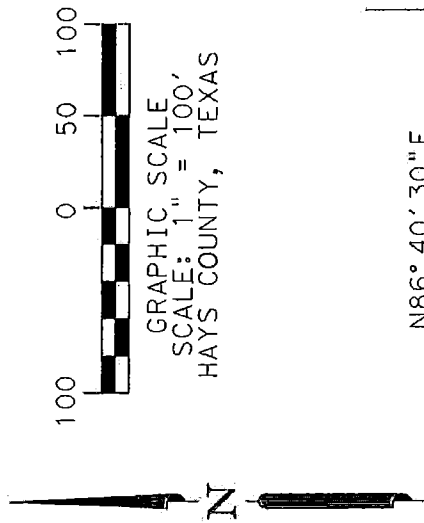
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WILLIAM BLANTON
SURVEY NO. 4
ABSTRACT NO. 59

PAGE 6 OF 9
REF. FIELD NOTE NO. 17691
:\station\PARCEL\SIP-2S-6.dgn

EXISTING	225.25 AC.	ACQUIRE	30.04 AC.	REMAINING	77.18 AC. LEFT/118.03 AC. RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064320



NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	02°05'54"	5.614 58'	205 61'	205 60'	S86°52'01"W

CURVE TABLE

LEGEND

- TXDOT TYPE II MONUMENT SET
- 1/2" IRON ROD FOUND AS NOTED
- TXDOT ALUMINUM CAP
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- POINT OF CURVATURE
- POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- DISTANCE NOT TO SCALE

- PI STATION 181+99.48
- DELTA 25° 31' 44.53" (LT)
- DEGREE OF CURVE 1° 18' 07.84"
- TANGENT 996.79
- LENGTH 1,960.49
- RADIUS 4,400.00
- PC STATION 172+02.69
- PT STATION 191+63.18

2SE

GLENN RAY PAPE
CALLED 225.25 ACRES
VOL. 881, PG. 692
D.R.H.C.TX.

WILLIAM WEST
SURVEY NO. 2
ABSTRACT NO. 488

PROPOSED ROW

176+49.36
166.11' LT

N86° 40' 30"E 529.25'

WILLIAM WEST
SURVEY NO. 3
ABSTRACT NO. 489

2S

FM 110 ENGINEER'S CENTERLINE

175+00

180+00

MATCH LINE PAGE 8

APPROXIMATE LOCATION
OF SURVEY LINE

CA



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

419.29' PROPOSED ROW

N86° 40' 24"W 634.29' 175+70.02
116.26' RT

GLENN RAY PAPE
CALLED 225.25 ACRES
VOL. 881, PG. 692
D.R.H.C.TX.

C5 178+31.24
118.60' RT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	07° 51' 40"	5,589.58'	766.91'	766.31'	N82° 44' 40" E
C5	10° 15' 25"	1,500.00'	268.52'	268.17'	S88° 11' 54" W

S83° 04' 12" W 823.06'

TIME: 11:32:49 PM
DATE: 8/7/2015
FILE: \\saminc\aus\PROJECTS\1013033225\100\Survey\02Base\DGN\ROW Acquisition\PARCELSVP-2S-7.dgn

PAGE 7 OF 9
REF. FIELD NOTE NO. 17691

EXISTING 225.25 AC. ACQUIRE 30.04 AC. REMAINING 17.18 AC. LEFT/118.03 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GLENN RAY PAPE
PARCEL 2S
30.04 AC. (1,308,552 SQ. FT.)
CSJ NO. 3545-02-007, 009

MATCH LINE PAGE 6

- LEGEND**
- TXDOT TYPE II MONUMENT SET
 - 1/2" IRON ROD FOUND AS NOTED
 - 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP
 - FENCE POST FOUND UNLESS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.R. POINT OF REFERENCE
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - N.T.S. NOT TO SCALE
 - D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - P.L.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
 - DISTANCE NOT TO SCALE



PI STATION = 181+99.48
 DELTA = 25° 31' 44.53" (LT)
 DEGREE OF CURVE = 1° 18' 07.84"
 TANGENT = 996.79
 LENGTH = 1,960.49
 RADIUS = 1,400.00
 PC STATION = 172+02.99
 PT STATION = 191+63.18

N67°30'49"E 431.65'

GLENN RAY PAPE
 CALLED 225.25 ACRES
 VOL. 881, PG. 692
 D.R.H.C.TX.

188+68.40
 188+27' LT

WILLIAM WEST
 SURVEY NO. 2
 ABSTRACT NO. 488

N72°54'12"E 404.01'
 PROPOSED ROW

C4 171.83' LT
 184+47.34

(2S)

FM 110 ENGINEER'S CENTERLINE

WILLIAM WEST
 SURVEY NO. 3
 ABSTRACT NO. 489

APPROXIMATE LOCATION
 OF SURVEY LINE

186+30.27
 151.40' RT

PROPOSED ROW

S83°04'12"W 823.06'

GLENN RAY PAPE
 CALLED 225.25 ACRES
 VOL. 881, PG. 692
 D.R.H.C.TX.

S73°00'37"W
 158.20'

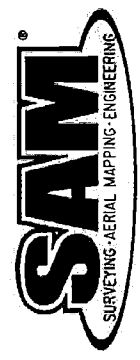
190+50.65
 191.06' RT

C6
 CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	07°51'40"	5,589.58'	766.91'	766.30'	N82°44'40"E
C6	02°17'31"	2,500.00'	438.93'	438.37'	S78°02'24"W

TIME: 1:36:09 PM
 DATE: 8/7/2015
 FILE: \\saminc\aus\PROJECTS\1013033225\100\Survey\02Base\DN\ROW Acquisition\PARCELS\VP-25-8.dgn

EXISTING | 225.25 AC. | ACQUIRE | 30.04 AC. | REMAINING | 77.18 AC. LEFT | 118.03 AC. RIGHT



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 FAX: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 GLENN RAY PAPE
 PARCEL 2S
 30.04 AC. (1,308,552 SQ. FT.)
 CSJ NO. 3545-02-007,009

PAGE 8 OF 9

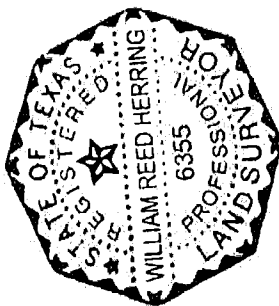
REF. FIELD NOTE NO. 17691

MATCH LINE PAGE 9

MATCH LINE PAGE 7

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C7	05°24'18"	2,912.79'	274.78'	274.68'	S70°24'37"W

LINE NO.	BEARING	DISTANCE
L2	N39° 33' 56" W	44.78'
L3	N50° 26' 04" E	5.92'
L4	S49° 45' 53" W	5.98'
L5	N43° 05' 52" W	50.07'



8/25/2015

REF. FIELD NOTE NO. 17691
ition\PARCELS\p_2S-9.dgn

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GLENN RAY PAPE
PARCEL 2S
AC. (1,308,552 SQ.
J NO. 3545-02-007,000

30.04 AC. (1,308,552 SQ. FT.)
CSJ NO. 3545-02-007,009

EXHIBIT "D"

County: Hays
Parcel No.: 2SE
Highway: FM 110
Limits: From FM 621
 To SH 123
CSJ: 3545-02-007,009

EASEMENT DESCRIPTION FOR PARCEL 2SE

DESCRIPTION OF A 5.596 ACRE (243,756 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM WEST SURVEY NO. 2, ABSTRACT NO. 488, AND THE WILLIAM WEST SURVEY NO. 3, ABSTRACT NO. 489, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 225.25 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GLENN RAY PAPE, AND RECORDED IN VOLUME 881, PAGE 692, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), SAID 5.596 ACRE (243,756 SQ. FT.) PARCEL, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the existing south right-of-way line of Hays County Road 266 (CR 266), for which no record information was found, for an angle point in the northwest line of said 225.25 acre tract;

THENCE S 62°37'28" W, with the existing south right-of-way line of said CR 266 and a northwest line of said 225.25 acre tract, a distance of 508.14 feet to a Texas Department of Transportation (TXDOT) Type II monument set 144.83 feet left of Farm to Market 110 (FM 110) Engineer's Centerline Station (E.C.S.) 151+45.02, on the proposed north right-of-way line of FM 110;

THENCE over and across said 225.25 acre tract, with the proposed north right-of-way line of said FM 110, the following five (5) courses and distances lettered a-e:

- a) with the arc of a curve to the right, a distance of 40.06 feet, through a central angle of 00°47'05", having a radius of 2,924.79 feet and a chord which bears S 72°13'29" E, a distance of 40.06 feet to a TXDOT Type II monument set 135.30 feet left of FM 110 E.C.S. 151+84.28,
- b) S 81°04'14" E, a distance of 245.34 feet to a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 154+28.78,
- c) S 85°49'04" E, passing at a distance of 1,000 feet a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 164+28.78, continuing for a total distance of 1,472.71 feet to a TXDOT Type II monument set 115.00 feet left of FM 110 E.C.S. 169+01.48, for a point of curvature in said proposed north right-of-way line,
- d) with the arc of a curve to the left, a distance of 205.61 feet, through a central angle of 02°05'54", having a radius of 5,614.58 feet and a chord which bears S 86°52'01" E, a distance of 205.60 feet to a TXDOT Type II monument set 118.76 feet left of FM 110 E.C.S. 171+07.05, and
- e) N 86°40'30" E, a distance of 424.28 feet to a 5/8-inch iron rod with TXDOT aluminum cap set 161.72 feet left of FM 110 E.C.S. 175+40.43 for the southwest corner and **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed north right-of-way line of said FM 110, and continuing over and across said 225.25 acre tract, the following ten (10) courses and distances numbered 1-10:

- 1) N 15°55'42" E, a distance of 160.22 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 2) N 43°24'34" E, a distance of 370.62 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 3) N 03°52'26" W, a distance of 504.84 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 4) N 31°05'07" E, a distance of 115.80 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 5) N 47°56'39" E, a distance of 119.49 feet to a 5/8-inch iron rod with TXDOT aluminum cap set for the north corner of the easement described herein,
- 6) S 56°57'43" E, a distance of 65.10 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 7) S 10°54'04" W, a distance of 109.50 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 8) S 03°52'26" E, a distance of 550.83 feet to a 5/8-inch iron rod with TXDOT aluminum cap set,
- 9) S 14°07'45" W, a distance of 244.02 feet to a 5/8-inch iron rod with TXDOT aluminum cap set, and
- 10) S 17°06'47" W, a distance of 155.05 feet to a 5/8-inch iron rod with TXDOT aluminum cap set 172.06 feet left of FM 110 E.C.S. 179+35.44, on the proposed north right-of-way line of said FM 110 for the southeast corner of the easement described herein, from which a TXDOT Type II monument set bears with the arc of a curve to the left, a distance of 491.77 feet, through a central angle of 05°02'27", having a radius of 5,589.58 feet and a chord which bears N 81°20'04" E, a distance of 491.62 feet,

THENCE continuing over and across said 225.25 acre tract with the proposed north right-of-way line of said FM 110, the following two (2) courses and distances numbered 11-12:

- 11) with the arc of a curve to the right, a distance of 275.13 feet, through a central angle of 02°49'13", having a radius of 5,589.58 feet and a chord which bears S 85°15'54" W, a distance of 275.11 feet to a TXDOT Type II monument set 166.11 feet left of FM 110 E.C.S. 176+49.36, and
- 12) S 86°40'30" W, a distance of 104.97 feet to the **POINT OF BEGINNING**, and containing 5.596 acres (243,756 SQ. FT.) of land, more or less.

This property description is accompanied by a separate plat.

Bearing Basis:

All bearings shown are based on NAD 83 HARN(1993)/NAVD 88 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
 4801 Southwest Pkwy
 Building Two, Suite 100
 Austin, Texas 78735
 TX. Firm No. 10064300



William Reed Herring 8/25/2015
 William Reed Herring Date
 Registered Professional Land Surveyor
 No. 6355 – State of Texas

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 47' 05"	2,924.79'	40.06'	40.06'	S72° 13' 29"E



GRAPHIC SCALE
SCALE: 1" = 200'
HAYS COUNTY, TEXAS

- LEGEND**
- TXDOT TYPE II MONUMENT SET
 - 1/2" IRON ROD FOUND AS NOTED
 - TXDOT ALUMINUM CAP
 - FENCE POST FOUND UNLESS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.R. POINT OF REFERENCE
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - N.T.S. NOT TO SCALE
 - D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
 - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
 - DISTANCE NOT TO SCALE

COUNTY ROAD 266
(NO RECORD FOUND)
INFORMATION FOUND

WILLIAM WEST
SURVEY NO. 3
ABSTRACT NO. 489

GLENN RAY PAPE
CALLED 225.25 ACRES
VOL. 881, PG. 692
D.R.H.C.TX.

APPROXIMATE LOCATION
OF SURVEY LINE

151+45.02
144.83' S81° 04' 14" E 245.34' LT
C1 151+84.28
135.30' LT
PROPOSED ROW
154+28.78
115.00' LT
155+00
160+00
165+00
164+28.78
115.00' LT
472.71'



NOTES:

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 HARN(93)/NAVD 88. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00011.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN ON-THE-GROUND SURVEY BY SAM, LLC. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- ENGINEER'S CENTERLINE AND PROPOSED RIGHT-OF-WAY LINEWORK FOR FM 110 SHOWN HEREON WAS PROVIDED BY BINKLEY & BARFIELD, INC. DATED 06-26-2014.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS
DATE: 8/25/2015



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

EASEMENT SKETCH
SHOWING PROPERTY OF
GLENN RAY PAPE
PARCEL 25E
5.596 AC. (243,756 SQ. FT.)
CSJ NO. 3545-02-007, 009

TIME: 9:37:55 AM
DATE: 8/26/2015
FILE: \\sam\inc\aus\PROJECTS\1013033225\100\Survey\02Base\DGN\ROW Acquisition\PARCELSVP_25E-3.dgn

EXISTING ACQUIRE REMAINING

PAGE 4 OF 5
REF. FIELD NOTE NO. 27334

MATCH LINE PAGE 5



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve the sidewalk demolition and repair project at the Historic Courthouse and authorize Myers Concrete to provide labor services pursuant to IFB 2021-B05 Concrete Contractor, total project cost is \$168,890.48. **INGALSBE**

Summary:

Authorization is requested for Myers Concrete to demolish and replace the sidewalks at the Historic Courthouse. Hays County will provide all materials for the project and Myers Concrete will provide all labor pursuant to IFB 2021-B05 Concrete Contractor. Commissioner Ingalsbe met with the City of San Marcos on May 4, 2023, and they have agreed to fund the project utilizing available TIRZ funding. The Hays County General Counsel will finalize a Funding Agreement between the City of San Marcos TIRZ and Hays County for this project.

Materials:

Concrete Material: \$25,890 pursuant to IFB 2020-B04 Concrete

Rebar Materials: \$5,460.48

Labor:

Myers Concrete: \$137,540 pursuant to IFB 2021-B05 Concrete Contractor

Fiscal Impact:

Amount Requested: \$168,890.48

Line Item Number: TBD

Budget Office:

Source of Funds: Hays County/City of San Marcos TIRZ #5

Budget Amendment Required Y/N?: TBD

Comments: Project will need to be budgeted once funding agreement with the City of San Marcos is finalized.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, IFB 2021-B05 Concrete Contractor

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD

Comments:

Attachments

Sidewalk Quote

Courthouse Sidewalk Demo and Replacement Quote

Concrete Material:

Vendor – Brauntex Material (Contract Concrete vendor for Hays County)

Class A Concrete	\$109.00 a yard	210 cy	\$22,890.00
Class A Concrete (Short Loads)	\$300.00	10	\$ 3,000.00
Total Concrete			\$25,890.00

Rebar Material:

CMC is the lowest of three quotes

9500lbs. of #3 Rebar	\$4.32	1264	\$5,460.48
----------------------	--------	------	-------------------

Labor for Sidewalk Demo and Replacement:

Myers Concrete (Concrete Contractor for Hays County)

Estimated Man Hours	\$57.27	2000 hours	\$114,540.00
Estimated Equipment*: Mini Ex.	\$495.00	20 days	\$ 9,900.00
Estimated Equipment*: Bobcat	\$420.00	20 days	\$ 8,400.00
Estimated Equipment*: Hammer	\$190.00	20 days	\$ 3,800.00
Equipment Mob. & Demob.	\$150.00	6 each	\$ 900.00
Total Labor			\$137,540.00

*The below weekly rate will go into effect if the equipment is on site for a week or longer.
Mini Ex. \$1,355.00, Bobcat \$1,275.00, and Hammer \$575.00

Total Cost for Labor & Materials for Courthouse Sidewalk Demo and Replacement: \$168,890.48

denotes primary vendor

IFB 2020-804 Concrete
MATERIALS BY DELIVERY AREA
Renewal 3 - Pricing Bid Tabulation

					Bid Price Per Unit																							
Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Delivery Area 1				Delivery Area 2				Delivery Area 3				Delivery Area 4											
					Drifts Springs				Watauga				KYLE				SAN MARCOS											
B04.1	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3000 Class A	500	cubic yards	Brauntex Concrete Materials	Lauren Concrete (org. Price)	Lauren Concrete (New Price)	Brauntex Concrete Materials	Lauren Concrete (org. Price)	Lauren Concrete (New Price)	Brauntex Concrete Materials	Lauren Concrete (org. Price)	Lauren Concrete (New Price)	Brauntex Concrete Materials	Lauren Concrete (org. Price)	Lauren Concrete (New Price)												
B04.2	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3600 Class C	500	cubic yards	no bid	\$	112.00	\$	120.00	no bid	\$	120.00	\$	109.00	\$	112.00	\$	132.00	\$	109.00	\$	112.00	\$	116.50	\$	140.00	\$	140.00
B04.3	Hydraulic Cement Concrete	PSI 4500	500	cubic yards	no bid	\$	116.50	\$	128.00	no bid	\$	116.50	\$	116.50	\$	140.00	\$	140.00	\$	119.00	\$	119.00	\$	119.00	\$	140.00	\$	140.00
B04.4	TXDOT Item 401 Flowable Backfill	80-150 PSI	500	cubic yards	no bid	\$	119.00	\$	128.00	no bid	\$	119.00	\$	119.00	\$	140.00	\$	140.00	\$	119.00	\$	119.00	\$	119.00	\$	140.00	\$	140.00
					no bid	\$	94.00	\$	100.50	no bid	\$	94.00	\$	100.50	\$	89.00	\$	94.00	\$	112.00	\$	89.00	\$	94.00	\$	112.00	\$	112.00
ADDITIONAL CHARGES																												
					Brauntex Materials				Lauren Concrete - org.				Lauren Concrete - proposed changes															
B04.5	Straight Cement (when fly ash is not available)				\$ 3.00 per cubic yard				\$ 1.00 per sack				\$ 7.00 per cubic yard															
B04.6	Flat Fee for Short Load				\$ 300.00				\$ 100.00				\$ 275.00															
					3 cubic yards				6 cubic yards				6 cubic yards															
					Fee applies to orders less than:				Escalating in price per cfr. (April 1, July 1, & September 1)				\$				6.00											
					See attached Fuel Surcharge Breakdown																							

Lauren Concrete - Proposed Escalating Price Increase per Quarter (pricing valid on the first day of the following months)

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Quarter 1 (% Increase)											
					Delivery Area 1				Delivery Area 2				Delivery Area 3			
B04.1	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3000 Class A	500	cubic yards	Qtr. 2 - April	Qtr. 3 - July	Qtr. 4 - Sept.		Qtr. 2 - April	Qtr. 3 - July	Qtr. 4 - Sept.		Qtr. 2 - April	Qtr. 3 - July	Qtr. 4 - Sept.	
B04.2	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3600 Class C	500	cubic yards	\$ 126.00	\$ 132.00	\$ 138.00		\$ 126.00	\$ 132.00	\$ 138.00		\$ 144.00	\$ 150.00	\$ 156.00	
B04.3	Hydraulic Cement Concrete	PSI 4500	500	cubic yards	\$ 134.00	\$ 140.00	\$ 146.00		\$ 134.00	\$ 140.00	\$ 146.00		\$ 152.00	\$ 158.00	\$ 164.00	
B04.4	TXDOT Item 401 Flowable Backfill	80-150 PSI	500	cubic yards	\$ 106.50	\$ 112.50	\$ 118.50		\$ 106.50	\$ 112.50	\$ 118.50		\$ 124.00	\$ 130.00	\$ 136.00	
Quarter 1 (% Increase)																
B04.1	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3000 Class A	500	cubic yards	Area 1 & 2				Area 3 & 4				Area 3 & 4			
B04.2	TXDOT Item 421 Hydraulic Cement Concrete	PSI 3600 Class C	500	cubic yards	7%	10%	13%		5%	10%	15%		5%	9%	13%	
B04.3	Hydraulic Cement Concrete	PSI 4500	500	cubic yards	10%	8%	18%		5%	9%	14%		4%	9%	13%	
B04.4	TXDOT Item 401 Flowable Backfill	80-150 PSI	500	cubic yards	7%		19%		6%	12%	18%		5%	11%	16%	

Jesse Amaya

From: Davila, Ismeal <Ismeal.Davila@cmc.com>
Sent: Friday, March 31, 2023 8:31 AM
To: Jesse Amaya
Subject: RE: updated pricing

Yes pricing still good for #3 @ \$4.32

Izzy Davila

Scale Operator / New Steel Sales

office: 830.372.8550 fax: 830.372.8552

COMMERCIAL METALS COMPANY

CMC Recycling

1558 North Austin St. | Seguin, TX 78155

cmc.com

From: Jesse Amaya <jesse.amaya@co.hays.tx.us>
Sent: Thursday, March 30, 2023 1:41 PM
To: Davila, Ismeal <Ismeal.Davila@cmc.com>
Subject: Re: updated pricing

External Sender

Alert: This email originated from OUTSIDE the organization. Exercise caution when opening attachments or clicking links.

Report Suspicious

Ismail,

Is this pricing still good for the # 3 rebar

Jesse Amaya ,
Hays County Road Department

On Jan 19, 2023, at 3:56 PM, Davila, Ismeal <Ismeal.Davila@cmc.com> wrote:

#3- \$4.32

#4- 7.68

Izzy Davila

Scale Operator / New Steel Sales

office: 830.372.8550 fax: 830.372.8552

COMMERCIAL METALS COMPANY

CMC Recycling

1558 North Austin St. | Seguin, TX 78155

cmc.com



My Store: **San Marcos**
Open Today 7am-7pm



Home / Building Materials / Concrete & Masonry / Rebar & Accessories / Rebar & Remesh



CMC

3/8" x 20' (#3) Rebar, Grade 60

Sku: 04010802

\$4.35

Add To Cart

4657 Available at **SAN MARCOS**

[More Options](#)

Description

Preformed steel rods used to reinforce concrete. Grade 60 - This rebar grade offers enhanced yield strength of at least 60 thousand pounds per square inch (kpsi) under normal conditions. Can be used in both residential and commercial applications.

SHOW US WHAT YOU'RE WORKING ON! #MCCOYSBUILDS



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Q

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Delivery to 78666



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Building Supplies / Concrete, Cement & Masonry / Rebar & Remesh / Rebar

0.375-in x 20-ft Black Steel #3 Rebar

Item #12139 Model #138629

★★★★★ 11



\$10.48

Bulk Savings
\$9.43 / Bundle (10% off) when you buy 60+

Adds strength to concrete for long-lasting use
Helps prevent cracks and breakaways
Inexpensive and easy to use

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FREE Pickup
Ready today
At San Marcos Lowe's
Curbside Available

☐

Delivery 78666
Sat, Apr 1: From \$79
Scheduled Delivery is available for
Orders over \$50

☐

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-

1

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Feedback

BETTER TOGETHER

☐ CURRENT ITEM

0.375-in x 20-ft Black Steel #3 Rebar

\$10.48

☐ Selected

QUIKRETE 60-lb High Strength Concrete Mix

\$4.18

☐ Selected

Grip-Rite 100-Pack Steel Rebar Ties

\$5.48

☐ Selected

8-in W x 8-in H x 16-in L Standard Cored Concrete Block

\$2.08



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Hays County
Attn: Chris Deichmann
111 East San Antonio #101
San Marcos, TX. 78666

March 6, 2023

512-393-7659 Office
512-393-7696 Fax
chris.deichmann@co.hays.tx.us

Project: Hays County Courthouse Sidewalk Demo and Replacement

CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:
 - A. Sidewalk demo and replacement
 - a. Estimated man hours: 2000 hours @ \$57.27 = \$114,540.00
 - b. Estimated Equipment: Mini Ex 20 Days @ \$495.00 = \$9,900.00
 1. Weekly Rate @ 1,355.00
 - c. Estimated Equipment: Bobcat 20 Days @ \$420.00 = \$8,400.00
 1. Weekly Rate @ \$1,275.00
 - d. Estimated Equipment: Hammer 20 Days @ \$190.00 = \$3,800.00
 1. Weekly Rate @ \$575.00
 - e. Equipment Mob. & Demob. = 6 Ea @ \$150.00 = \$900
 2. Subgrade to be (+ or -) 1/10th of one foot and installed by others.
 3. Exclusions: Bonds, Permits, Sealing or Caulking Joint, Embeds, Anchors, Nosing, De-Watering, Testing, Rock Excavation, Demo, and Utilities Not Clearly Marked
 4. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
 5. Contract must be signed and returned prior to any commencement of work
 6. Draws paid as work progresses and payment in full upon completion.
 7. Total Price for all work listed above: **\$137,540.00**

Myers Concrete Construction, LP
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County



A DIVISION OF RENTAL ONE

Remit To:
P.O. BOX 489
COLLEYVILLE, TX 76034
817-545-8999

QUOTE

Contract #.. 1365816
Contract dt. 3/21/22
Date out.... 3/21/22 3:26 PM
Est return.. 3/28/22 3:26 PM
Job Loc..... 1328 SUNBRIGHT BLVD, BUDA
Job No..... 1 - SUNBRIGHT ACTIV
P.O. #.....
Ordered By.. NA
Terms..... Net 10 Days

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	TRACK SKID LOADER 2900# 7205712	425.00	425.00	1285.00	2750.00	1285.00
1	TEXAS UNIT PROPERTY TAX	.97	.97	2.95	6.31	2.95

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DIESEL-MV-TAX	EA		N/C
	TEXAS DIESEL OR MOTOR VEHICLE TAX			
	DELIVERY CHARGE			150.00
	PICKUP CHARGE			150.00

Sub-total:	1587.95
Tax:	130.77
Total:	1718.72

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE		MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY		CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS	
<p>Loss/Damage Waiver (12% of gross rental charges) will be charged unless customer is a commercial account which elects to provide its own insurance coverage under Paragraph 13 to follow. Loss/Damage Waiver is NOT INSURANCE and does not cover upset, overturned, fire or overhead damage or accessory items regardless of fault.</p> <p>Customer must call to release equipment and is responsible for released equipment until it is picked up.</p> <p>Customer is fully responsible for the theft of items rented.</p> <p>Materials purchased not returnable without prior approval and receipt. Returns subject to a restocking fee.</p> <p>I have had the opportunity to read the terms and conditions on both sides of this agreement. I have received and understand the safety instructions on the operation of the equipment I am renting. I have received a complete copy of this agreement and agree to the terms and conditions on both sides.</p> <p>(Carefully read the terms and conditions on the reverse side of this page)</p>					
CUSTOMER SIGNATURE		DATE	NAME PRINTED		DELIVERED BY
Terms: NET 10 DAYS					



PC#: 0347
5446 INTERSTATE 10 E
SAN ANTONIO, TX 78219 4503
210-648-8000

SUNBELT RENTALS, INC.

Salesman: 034219 WILLIAM AGUILAR
Typed By: MSPORDER

Site:
MYERS CONSTRUCTION INC
2301 FM 3237
WIMBERLEY, TX 78676 5570

C#: 512-847-9834 J#: 512-847-9834

Customer: 3273773
MYERS CONSTRUCTION INC
PO BOX 2928
2301 FM 3237
WIMBERLEY, TX 78676

QUOTE



Contract #.. 123937716
Contract dt. 3/21/22
Date out.... 3/22/22 8:00 AM
Est return.. 3/23/22 8:00 AM
Job Loc..... 2301 FM 3237, WIMBERLEY
Job No..... 6 - MYERS CONSTRUCTI
P.O. #.....
Ordered By.. GARZA, HOMER
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	9,500LB MINI EXCAVATOR 0350147	500.00	500.00	1365.00	3120.00	500.00
1.00	1500-2100LB TRACK SKIDSTEER 0480510	510.00	510.00	1420.00	3340.00	510.00
1.00	24" COMPACT EXCAVATOR BUCKET					N/C
1.00	SKIDSTEER LOADER BUCKET					N/C

*** EQP MSG ***

ALWAYS LOAD, TRANSPORT AND MOVE MACHINES WITH THE ARM IN A TUCKED
POSITION
PLEASE ENSURE TO USE THE PROPER ATTACHMENT TO PREVENT TIP OVER/CENTER
OF GRAVITY ISSUES

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	103.302	103.30
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	20.690	20.69
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000			
1	TXDS2	EA	7.650	7.65
	TEXAS DIESEL SURCHARGE			
1	TXHEIT03472021B	EA	2.360	2.36
	TX UNIT PROPERTY TAX			
	DELIVERY CHARGE			286.95

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

The total charges are an estimate based on the estimated rental period and other information provided by Customer.
Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment,
Customer shall not use the Equipment and shall contact Sunbelt immediately.
Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii)
Indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and
Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at
www.sunbeltrentals.com/surcharge.
Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
Customer waives its right to a jury trial in any dispute as set forth in Section 19.
At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

hase@myersconcrete.com

From: Homero Garza <purchasing@myersconcrete.com>
Sent: Monday, April 11, 2022 4:46 PM
To: 'Chase Botkin'
Subject: FW: Mini Excavator Hammer - Myers Concrete

From: Sean McElroy [mailto:sean.mcelroy@sunstateequip.com]
Sent: Monday, April 11, 2022 4:13 PM
To: 'Homero Garza' <purchasing@myersconcrete.com>
Subject: RE: Mini Excavator Hammer - Myers Concrete

The price for the #500 Hammer with universal attachment is \$325 day/ \$720 week/ \$1855 month with \$150 Pickup and delivery (\$300 total).

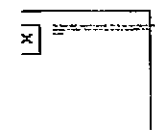
We will want to double check your attachment piece to make sure they will connect together.

From: Homero Garza <purchasing@myersconcrete.com>
Sent: Monday, April 11, 2022 2:13 PM
To: Sean McElroy <sean.mcelroy@sunstateequip.com>
Subject: Mini Excavator Hammer - Myers Concrete

Any mini excavator size will work.

Thanks,

Thank You,
Homero Garza,
Project Administrator/Project Manager Assistant



Myers Concrete Construction, LP.
PO Box 2928
Timberley, TX. 78676
512-847-8000 Office / 512-847-3831 Fax
purchasing@myersconcrete.com
www.myersconcrete.com [myersconcrete.com]

Remit To:

P.O. BOX 489
COLLEYVILLE, TX 76034

817-545-8999

QUOTE

Contract #.. 1375198
 Contract dt. 4/08/22
 Date out.... 4/08/22 3:48 PM
 Est return.. 5/06/22 3:48 PM
 Job Loc..... 1328 SUNBRIGHT BLVD, BUDA
 Job No..... 1 - SUNBRIGHT ACTIV
 P.O. #.....
 Ordered By.. QUOTE
 Terms..... Net 10 Days

715 RITTIMAN ROAD
 AN ANTONIO, TX 78218
 10-268-1001

Customer: 7024
 MYERS CONCRETE CONSTRUCTION L
 PO BOX 2928
 WIMBERLEY, TX 78676

Job Site:
 SUNBRIGHT ACTIVITY CENTER
 1328 SUNBRIGHT BLVD
 BUDA, TX 78610
 C#: 512-847-8000 J#: 512-847-8000

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	500 LB HYDRAULIC HAMMER 2801930	195.00	195.00	585.00	1755.00	1755.00

ADDITIONAL ITEMS:

Qty	Item number	Unit	Price	
1	DIESEL-MV-TAX	EA		N/C
	TEXAS DIESEL OR MOTOR VEHICLE TAX			

Sub-total: 1755.00
 Tax: 144.80
 Total: 1899.80

IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
 REFUELING, DAMAGES OR REPAIRS

Loss/Damage Waiver (12% of gross rental charges) will be charged unless customer is a commercial account which elects to provide its own insurance coverage under Paragraph 13 to follow. Loss/Damage Waiver is NOT INSURANCE and does not cover upset, overturned, fire or overhead damage or accessory items regardless of fault.

Customer must call to release equipment and is responsible for released equipment until it is picked up.

Customer is fully responsible for the theft of items rented.

Materials purchased not returnable without prior approval and receipt. Returns subject to a restocking fee.

I have had the opportunity to read the terms and conditions on both sides of this agreement, I have received and understand the safety instructions on the operation of the equipment I am renting, I have received a complete copy of this agreement and agree to the terms and conditions on both sides.

(Carefully read the terms and conditions on the reverse side of this page)

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

Terms: NET 10 DAYS



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Department of State Health Services (DSHS), FY24/25 Regional and Local Services System/Local Public Health Services (RLSS/LPHS) program in the amount of \$102,926.00.

INGALSBE/T.CRUMLEY

Summary:

The DSHS Regional and Local Services Systems/Local Public Health Services (RLSS/LPHS) grant is a two-year contract running from September 1, 2023 through August 31, 2025. There is \$51,463.00 allocated per fiscal year for a total of \$102,926.00. grant funds will be used for a portion of the salary and fringe benefits for one RN for the Hays County Local Health Department. There is no match required.

Contract Number: HHS001324900027

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

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-019]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Budgeted during annual budget process

Comments:

Attachments

RLSS/LPHS Contract

RLSS/LPHS Budget

**SIGNATURE DOCUMENT FOR
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
GRANT AGREEMENT
CONTRACT NO. HHS001324900027
UNDER THE
REGIONAL AND LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES
GRANT PROGRAM**

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

I. PURPOSE

The purpose of this Grant Agreement is for Grantee to provide local public health services to improve or strengthen local public health within the State of Texas in State Fiscal Year (FY) 2024 and FY 2025.

II. LEGAL AUTHORITY

This Grant Agreement is entered into and is authorized by and in compliance with the provisions under the authority of the Texas Health and Safety Code Chapters 12 and 1001, as applicable.

III. DURATION

This Grant Agreement is effective on September 1, 2023, and expires on August 31, 2025, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

IV. STATEMENT OF WORK

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, FY2024/2025 STATEMENT OF WORK**.

V. BUDGET

The total amount of this Grant Agreement will not exceed **\$102,926.00**. Grantee is not required to provide matching funds.

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

Total Federal Funds: \$59,794.86

Total State Funds: \$43,131.14

DSHS Grant Agreement, Contract # HHS001324900027

Page 1 of 7

The total allocation amount for FY2024 (September 1, 2023, through August 31, 2024) is **\$51,463.00.**

The total allocation amount for FY2025 (September 1, 2024, through August 31, 2025) is **\$51,463.00.**

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FY2024/2025 BUDGET.**

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUE DATE	DSHS EMAIL ADDRESSES TO SUBMIT REPORT
Financial Status Report (FSR) – Biannual	The last business day of the month following the end of each second fiscal quarter AND forty-five (45) calendar days following the end of each fourth fiscal quarter.	March 29, 2024 October 15, 2024 March 31, 2025 October 15, 2025	Invoices@dshs.texas.gov ; FSRGrants@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred.	October 31, 2023 November 30, 2023 December 29, 2023 January 31, 2024 February 29, 2024 March 29, 2024 April 30, 2024 May 31, 2024 June 28, 2024 July 31, 2024 August 30, 2024	Invoices@dshs.texas.gov ; CMSInvoices@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement

		September 30, 2024 October 31, 2024 November 29, 2024 December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025 April 30, 2025 May 30, 2025 June 30, 2025 July 31, 2025 August 29, 2025 September 30, 2025	
DSHS Contractor's Property Inventory Report (Form GC-11) – Annual	Once per State Fiscal Year.	October 15, 2023 October 15, 2024	FSOequip@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement
Performance Report – Quarterly	The last calendar day of the month following the end of each fiscal quarter. NOTE: The final performance report for each fiscal year is submitted with the fourth quarter report for each fiscal year. Therefore, both the final performance report and fourth quarter report will be submitted on September 30, 2024, and September 30, 2025, respectively.	December 31, 2023 March 31, 2024 June 30, 2024 September 30, 2024 December 31, 2024 March 31, 2025 June 30, 2025 September 30, 2025	LocalPHTeam@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement

VII. CONTRACT REPRESENTATIVES

The following will act as the Contract representative (“Contract Representative”) authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Elma Medina
Texas Department of State Health
Services
1100 W 49th Street, MC 1990
Austin, Texas 78756
elma.medina@dshs.texas.gov

Grantee

Tammy Crumley
Hays County Local Health Department
712 S. Stagecoach Trail, Ste 1045
San Marcos, Texas 78666
tammy.crumley@co.hays.tx.us

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement 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.

IX. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: E4HPZS7A5XJ1

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

Federal Award Identification Number (FAIN): NB01OT009461

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention (CDC), Preventive Health and Health Services Block Grant, 93.991, \$6,323,297.00.
- B. Federal Award Date: August 16, 2023, and August 16, 2024
- C. Federal Award Period: October 1, 2022 – September 30, 2024, and October 1, 2023 – September 30, 2025
- D. Name of Federal Awarding Agency: CDC
- E. Federal Award Project Description: Preventive Health and Health Services Block Grant
- F. Awarding Official Contact Information:
 - Ester Edward
 - Grants Management Officer
 - CDC Office of Grants Services, Branch 4
 - 2929 Flowers Road
 - Atlanta, GA 30341
 - Telephone: 770-488-2852
 - Email: ece9@cdc.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$6,323,297.00
- H. Amount of Funds Awarded to Grantee: \$102,926.00
- I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

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

- ATTACHMENT A – FY2024/2025 STATEMENT OF WORK**
- ATTACHMENT B – FY2024/2025 BUDGET**
- ATTACHMENT C – HHS CONTRACT AFFIRMATIONS, VERSION 2.2, EFFECTIVE MAY 2022**
- ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.2, EFFECTIVE JULY 2022**
- ATTACHMENT E – HHS ADDITIONAL PROVISIONS – GRANT FUNDING, VERSION 1.0, EFFECTIVE FEBRUARY 2021**
- ATTACHMENT F – HHS DATA USE AGREEMENT – TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES), OCTOBER 23, 2019**
- ATTACHMENT G – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS**
- ATTACHMENT H – CERTIFICATION REGARDING LOBBYING**

**ATTACHMENT I – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) CERTIFICATION FORM**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

XI. 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 DSHS GRANT AGREEMENT
CONTRACT NO. HHS001324900027

DEPARTMENT OF STATE HEALTH
SERVICES

HAYS COUNTY LOCAL HEALTH
DEPARTMENT

Signature

Signature

Printed Name:_____

Printed Name: Judge Ruben Becerra

Title: _____

Title: Hays County Judge

Date of Execution:_____

Date of Execution: _____

ATTACHMENT A

FY2024/2025 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities in support of the CDC Preventive Health and Health Services Block Grant, as listed below.

- A. Grantee shall perform the activities required under this Grant Agreement in the following Texas county/counties: Hays County.
- B. Grantee will comply with all applicable regulations, standards, and guidelines in effect on the Effective Date of this Grant Agreement and as restated in subsequent amendments, if applicable.
- C. Grantee will work to improve or strengthen local public health infrastructure within the State of Texas by:
 - 1. Developing objective(s) to address a public health issue;
 - 2. Utilizing resources provided through this Grant Agreement to conduct activities and services that provide or support the delivery of essential public health services;
 - 3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Grant Agreement; and
 - 4. Developing strategies to improve the delivery of essential public health service(s) to its identified service area(s).
- D. Grantee will assess, monitor, and evaluate the essential public health activities in accordance with the following standards:
 - 1. National Public Health Performance Standards, approved by the CDC Healthy People 2030 (Healthy People) related goals and objectives;
 - 2. System Agency's programmatic grant guidance and performance standards relative to this **ATTACHMENT A, FY2024/2025 STATEMENT OF WORK**; and
 - 3. Federal, state or local laws or regulations governing the delivery of essential public health services.

Other evaluation methods utilizing standards not listed in this section must be preapproved in writing by System Agency.

- E. Grantee shall implement its Project Service Delivery Plan ("PSDP"), as stated in its FY2024/2025 Local Public Health Services Application. Grantee's PSDP in the FY2024/2025 Local Public Health Services Application has been approved by System Agency and is incorporated by reference and made part of this Grant Agreement as if fully set forth herein. Any changes to the approved PSDP will require System Agency's written approval.

- F. Grantee shall submit quarterly performance reports, including a final performance report each fiscal year, that describes progress toward achieving the objectives contained in Grantee's approved PSDP. The quarterly performance reports must be submitted to the following email addresses: (1) LocalPHTeam@dshs.texas.gov and (2) the listed email address for the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement.

Grantee shall submit all quarterly performance reports by the last calendar day of the month following the end of each fiscal quarter. The final performance report must be submitted with each fourth quarter report. Failure to submit a required report by the due date specified in this Grant Agreement constitutes breach of contract, may result in delayed payment, and may adversely affect evaluation of Grantee's future contracting opportunities with the department.

- G. Grantee will maintain an inventory of the following: (1) equipment, (2) supplies defined as "Controlled Assets" (see **SECTION 7.4 OF ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS, - GRANT, VERSION 3.2, EFFECTIVE JULY 2022**) and (3) real property. Grantee will complete an annual cumulative report of the above stated items on the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)." Grantee will submit the Form GC-11, via email, to (1) FSOequip@dshs.texas.gov, and (2) the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement. The Form GC-11 must be submitted by no later than October 15th of each State Fiscal Year.
- H. Grantee will submit Financial Status Reports ("FSRs") to System Agency, for review and financial assessment biannually. The reporting periods are as follows:

1. September 1st through February 28th (or February 29th, if a leap year); and
2. March 1st through August 31st.

Specifically, Grantee will submit FSRs on the following timeline: (1) by no later than the last business day of the month following the end of the second fiscal quarter and (2) by no later than forty-five (45) calendar days following the end of each fourth fiscal quarter.

The biannual FSRs are to be submitted, by the due dates identified above, to the following email addresses:

1. Invoices@dshs.texas.gov;
 2. FSRGrants@dshs.texas.gov; and
 3. The assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement.
- I. Grantee may not begin work or incur charges for FY2024 until System Agency issues a written Notice to Proceed to Grantee, as funding for this Grant Agreement is dependent on the award of both state (General Revenue) and federal grant funds. System Agency's Notice to Proceed may include an amended or ratified budget which

will be incorporated into this Grant Agreement by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the 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.

- J. Grantee shall provide notification of budget transfers by submitting a revised Categorical Budget Form that highlights the areas affected by the budget transfer to the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement. Grantee is advised as follows:
1. Transferring funds between budget categories, other than the “Equipment” and “Indirect Cost” categories, is allowable, but cannot exceed twenty-five percent (25%) of the Grant Agreement value during each State Fiscal Year. If the budget transfer(s) exceeds twenty-five percent (25%) of the total Grant Agreement value in a State Fiscal Year, alone or cumulatively, a formal amendment to the Grant Agreement is required; and
 2. After review, the assigned System Agency Contract Representative identified in **SECTION VII, CONTRACT REPRESENTATIVES**, of the Grant Agreement shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Grant Agreement.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee’s performance of the requirements in this **ATTACHMENT A, FY2024/2025 STATEMENT OF WORK**, and compliance with the Grant Agreement’s terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13). The Form B-13, and any supporting documentation, will be submitted by the last business day of the month following the month in which expenses were incurred via electronic mail, fax, or U.S. mail. DSHS prefers that the Form B-13, and any supporting documentation, be submitted via electronic mail, but the other two methods are also acceptable.

Texas 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, CMSInvoices@dshs.texas.gov, and the assigned System Agency Contract Representative identified in Section VII, Contract Representatives, of the Grant Agreement

- B. Upon providing acceptable supporting documentation for reimbursement of the required services/deliverables, Grantee will be paid on a monthly basis and in accordance with **ATTACHMENT B, FY2024/2025 BUDGET**, of this Grant Agreement.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the term of the Grant Agreement. Vacant positions existing after ninety (90) calendar days may result in a decrease in funds.

**ATTACHMENT B
FY2024/2025 BUDGET**

Budget Categories	FY2024 Budget Summary (9/1/2023 – 8/31/2024)	FY2025 Budget Summary (9/1/2024 – 8/31/2025)	2 Year Total Budget
Personnel	\$36,507.50	\$36,507.50	\$73,015.00
Fringe Benefits	\$14,955.50	\$14,955.50	\$29,911.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$51,463.00	\$51,463.00	\$102,926.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Subtotal of Total Direct Costs and Indirect Costs	\$51,463.00	\$51,463.00	\$102,926.00
Less Match (Cash or In-Kind)	\$0.00	\$0.00	\$0.00
TOTAL	\$51,463.00	\$51,463.00	\$102,926.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001324900027
Attachment C 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

N/A

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

N/A

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

Judge Ruben Becerra

Date Signed

Hays County Judge

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

111 E. San Antonio St, Ste 300

Title of Authorized Representative

San Marcos, TX 78666

Physical Street Address

N/A

City, State, Zip Code

N/A

Mailing Address, if different

512 393 2205

City, State, Zip Code

N/A

Phone Number

judge.becerra@co.hays.tx.us

Fax Number

097-494-884

Email Address

74-6002241

DUNS Number

74-6002241

Federal Employer Identification Number

N/A

Texas Identification Number (TIN)

N/A

Texas Franchise Tax Number

RH4DFY1GC2R3

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)



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.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	6
1.1 DEFINITIONS	6
1.2 INTERPRETIVE PROVISIONS.....	7
ARTICLE II. PAYMENT PROVISIONS	8
2.1 PROMPT PAYMENT.....	8
2.2 TAXES	8
2.3 ANCILLARY AND TRAVEL EXPENSES	9
2.4 BILLING	9
2.5 USE OF FUNDS	9
2.6 USE FOR MATCH PROHIBITED.....	9
2.7 PROGRAM INCOME	9
2.8 NONSUPPLANTING.....	9
2.9 INDIRECT COST RATES	10
ARTICLE III. STATE AND FEDERAL FUNDING	10
3.1 EXCESS OBLIGATIONS PROHIBITED.....	10
3.2 NO DEBT AGAINST THE STATE.....	10
3.3 DEBTS AND DELINQUENCIES	10
3.4 REFUNDS AND OVERPAYMENTS	10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS	11
4.1 ALLOWABLE COSTS	11
4.2 AUDITS AND FINANCIAL STATEMENTS.....	11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS	12
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS.....	12
5.1 WARRANTY	12
5.2 GENERAL AFFIRMATIONS.....	13
5.3 FEDERAL ASSURANCES	13
5.4 FEDERAL CERTIFICATIONS	13
5.5 STATE ASSURANCES.....	13

ARTICLE VI. INTELLECTUAL PROPERTY	13
6.1 OWNERSHIP OF WORK PRODUCT.....	13
6.2 GRANTEE’S PRE-EXISTING WORKS	14
6.3 THIRD PARTY IP	14
6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS	14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION	15
6.6 SURVIVAL	15
6.7 SYSTEM AGENCY DATA	15
ARTICLE VII. PROPERTY	15
7.1 USE OF STATE PROPERTY	15
7.2 DAMAGE TO STATE PROPERTY	16
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT	16
7.4 EQUIPMENT AND PROPERTY.....	16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY.....	17
8.1 RECORD MAINTENANCE AND RETENTION.....	17
8.2 AGENCY’S RIGHT TO AUDIT.....	17
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	18
8.4 STATE AUDITOR’S RIGHT TO AUDIT	18
8.5 CONFIDENTIALITY	18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES.....	19
9.1 REMEDIES.....	19
9.2 TERMINATION FOR CONVENIENCE	19
9.3 TERMINATION FOR CAUSE	19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS....	20
9.5 INHERENTLY RELIGIOUS ACTIVITIES	20
9.6 POLITICAL ACTIVITIES.....	20
ARTICLE X. INDEMNITY.....	21
10.1 GENERAL INDEMNITY.....	21
10.2 INTELLECTUAL PROPERTY	21
10.3 ADDITIONAL INDEMNITY PROVISIONS	22
ARTICLE XI. GENERAL PROVISIONS	22
11.1 AMENDMENTS	22
11.2 NO QUANTITY GUARANTEES.....	22

11.3	CHILD ABUSE REPORTING REQUIREMENTS	22
11.4	CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS	23
11.5	INSURANCE AND BONDS	23
11.6	LIMITATION ON AUTHORITY	23
11.7	CHANGE IN LAWS AND COMPLIANCE WITH LAWS	24
11.8	SUBCONTRACTORS.....	24
11.9	PERMITTING AND LICENSURE	24
11.10	INDEPENDENT CONTRACTOR	24
11.11	GOVERNING LAW AND VENUE	25
11.12	SEVERABILITY.....	25
11.13	SURVIVABILITY	25
11.14	FORCE MAJEURE	25
11.15	NO IMPLIED WAIVER OF PROVISIONS	26
11.16	FUNDING DISCLAIMERS AND LABELING	26
11.17	MEDIA RELEASES	26
11.18	PROHIBITION ON NON-COMPETE RESTRICTIONS	26
11.19	SOVEREIGN IMMUNITY	26
11.20	ENTIRE CONTRACT AND MODIFICATION.....	27
11.21	COUNTERPARTS	27
11.22	PROPER AUTHORITY.....	27
11.23	E-VERIFY PROGRAM	27
11.24	CIVIL RIGHTS.....	27
11.25	ENTERPRISE INFORMATION MANAGEMENT STANDARDS	28
11.26	DISCLOSURE OF LITIGATION.....	28
11.27	NO THIRD PARTY BENEFICIARIES	29
11.28	BINDING EFFECT.....	29

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

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

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

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

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

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

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

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

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

4.2 AUDITS AND FINANCIAL STATEMENTS

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

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

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

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

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

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

5.2 GENERAL AFFIRMATIONS

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

5.3 FEDERAL ASSURANCES

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

5.4 FEDERAL CERTIFICATIONS

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

5.5 STATE ASSURANCES

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 THIRD PARTY IP

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

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.6 SURVIVAL

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

6.7 SYSTEM AGENCY DATA

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

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

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

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

7.2 DAMAGE TO STATE PROPERTY

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

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

7.4 EQUIPMENT AND PROPERTY

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

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

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

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

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

8.2 AGENCY'S RIGHT TO AUDIT

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

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

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

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

8.4 STATE AUDITOR'S RIGHT TO AUDIT

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

8.5 CONFIDENTIALITY

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

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

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

9.2 TERMINATION FOR CONVENIENCE

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

9.3 TERMINATION FOR CAUSE

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

i. Material Breach

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

ii. Failure to Maintain Financial Viability

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

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

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

9.5 INHERENTLY RELIGIOUS ACTIVITIES

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

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

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

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

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

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

10.2 INTELLECTUAL PROPERTY

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

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

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

10.3 ADDITIONAL INDEMNITY PROVISIONS

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

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

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

11.2 NO QUANTITY GUARANTEES

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

11.3 CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

11.5 INSURANCE AND BONDS

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

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

11.6 LIMITATION ON AUTHORITY

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

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

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

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

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

11.8 SUBCONTRACTORS

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

11.9 PERMITTING AND LICENSURE

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

11.10 INDEPENDENT CONTRACTOR

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

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

11.11 GOVERNING LAW AND VENUE

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

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

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

11.17 MEDIA RELEASES

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

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

11.19 SOVEREIGN IMMUNITY

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

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

11.20 ENTIRE CONTRACT AND MODIFICATION

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

11.21 COUNTERPARTS

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

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

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

participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

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

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

11.26 DISCLOSURE OF LITIGATION

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

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

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

11.27 NO THIRD PARTY BENEFICIARIES

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

11.28 BINDING EFFECT

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



**Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021**

TABLE OF CONTENTS

1. ELECTRICAL ITEMS	3
2. DISASTER SERVICES.....	3
3. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY	3
4. HIV/AIDS MODEL WORKPLACE GUIDELINES	4
5. INTERIM EXTENSION AMENDMENT	4
6. PROJECT COMMENCEMENT	4
7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS	4
8. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION.....	5
9. NOTICE OF BANKRUPTCY	5
10. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL	5

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 **ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.2, EFFECTIVE JULY 2022**, of this Grant Agreement.

1. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract 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/Contractor 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/Contractor 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/Contractor 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. HIV/AIDS MODEL WORKPLACE GUIDELINES

- A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.
- B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

5. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor 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/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract 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.

6. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract 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/Contractor 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.

8. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor 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.

9. NOTICE OF BANKRUPTCY

Grantee/Contractor 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/Contractor.

10. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

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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

HHS Data Use Agreement

TACCHO VERSION (Local City and County Entities) October 23, 2019

Page 2 of 15

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 HHSC 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 violation 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.

6.09 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.

6.10 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.

6.11 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.

Attachment G - Federal Assurances - Non-Construction

Programs DSHS Contract No. HHS001324900027

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 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Attachment H – Certification Regarding Lobbying

DSHS Contract No. HHS001324900027

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**

Hays County

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:

* First Name:

Judge

Middle Name:

* Last Name:

Becerra

Suffix:

* Title:

Hays County Judge

* SIGNATURE:

* DATE:



TEXAS
Health and Human
Services

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, Ste 1071 San Marcos, TX 78666	Zip Code: 9-digits required www.usps.com 78666-6247
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov RH4DFY1GC2R3	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17460022441500

Printed Name of Authorized Representative: Judge Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative Hays 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?

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:

Certificate Of Completion

Envelope Id: 3585069D89BB471C9830FD3A7CE1CFA1

Status: Sent

Subject: HHS001324900027 Hays County Att RLSS/LPHS Base

Source Envelope:

Document Pages: 81

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.7

Record Tracking

Status: Original

5/12/2023 3:06:47 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

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

Judge Ruben Becerra

judge.becerra@co.hays.tx.us

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

Accepted: 5/8/2023 3:38:20 PM

ID: 17f1fe5d-7668-4ed0-8cbd-21acf2f78144

Sent: 5/12/2023 3:14:18 PM

Jonah Wilczynski

Jonah.Wilczynski@dshs.texas.gov

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

Accepted: 5/12/2023 3:13:48 PM

ID: 2d6fcdc7-e9bc-4692-b70a-60ac9fe9c5eb

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

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

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

Dave Gruber

Dave.Gruber@dshs.texas.gov

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

Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
Tammy Crumley tammy.crumley@co.hays.tx.us Director County Wide Operations Hays County Local Health Department Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Elma Medina Elma.medina@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/12/2023 3:14:18 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2023 3:14:18 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

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

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

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.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Local Health Department

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

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

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

TOTAL FOR:	Distribution Totals	\$102,926	Budget Total	\$102,926
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

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

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

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

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

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department[illegible]

SalaryWage Total

\$73,015

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

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

Fringe Benefit Rate %

40.97%

Fringe Benefits Total

\$29,911

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

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

Total for Conference / Workshop Travel

\$0

Revised 7/6/2009

Other / Local Travel Costs

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

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

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

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

Legal Name of Respondent:

Hays County Local Health Department

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

[illegible]

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

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

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

Total Amount Requested for Supplies:

\$0

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Local Health Department

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

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

Total Amount Requested for Other:

\$0

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Hays County Local Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$0

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

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

RATE:

BASE:

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

RATE:

TYPE:

BASE:

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

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

GO TO PAGE 2 (below)

Page 2, FORM I - 7 Indirect Costs

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

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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept the delivery of the Internal Examination report for the Fiscal Year 2022 Hays County Sheriffs Office Chapter 59 Asset Forfeiture Account, and the Exit Internal Examination Report for Commissioner Precinct 2 Office. **VILLARREAL-ALONZO**

Summary

The Internal Examination Report for the Sheriff and Commissioner Precinct 2 Offices are attached.

Attachments

FY 22 Sheriff - Chapter 59 Report
FY2022 Sheriff - AG Chapter 59 Report
Commissioner Precinct 2 Report



OFFICE OF THE COUNTY AUDITOR

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

First Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 15, 2023

The Honorable Gary Cutler
Hays County Sheriff
810 South Stagecoach Trail
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report the period of October 1, 2021 to September 30, 2022. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, except for the findings described below, seizures, receipts, and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

#1 Untimely deposit of forfeiture proceeds.

The Auditor's office noted that more than 5 business days passed between the receipt of the forfeiture proceeds check from the District Attorney's office and deposit in the Sheriff's forfeiture proceeds account for 4 of 6 cash receipts tested.

Recommendation:

All receipts should be deposited within 5 business days, as required by local Government Code, Chapter 113.022. Timely deposits will ensure all funds are accounted for appropriately and help prevent the loss or misappropriation of funds.

Section 113.022-Time for Making Deposits

(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.

Management Response

The Sheriff's Office has educated all personnel involved in the process of taking possession of funds from the District Attorney's Office.

#2 Sworn statements submitted had incorrect Vehicle Identification Numbers (VIN) of seized vehicles for cases #21-2043, and #21-2073.

The Auditor's office observed the vehicles seized and noted actual VIN numbers did not agree to those included in the sworn statements submitted to the District Attorney for 2 of 10 vehicles inventoried by the Auditor's office.

Case	Observed VIN	Exhibit A VIN	Schedule A VIN
21-2043	1GNFK16Z43188138	GNFX16Z433188138	1GNFX16Z433188138
21-2073	1GNFK16Z93R237240	1GNFX16Z93R237240	1GFK16Z93R237240

Recommendation:

The Auditor's office recommends implementing internal controls that provide reasonable assurance that VIN numbers are correct prior to submitting Seizure Affidavit Exhibit A and Schedule A to the District Attorney.

Management Response

The Sheriff's Office recognizes that sworn statements submitted by peace officers contained clerical errors. Supervisory oversight has been implemented to address these errors.

#3 Chapter 59 Asset Forfeiture Report submitted by Sheriff's office contained clerical errors.

The Chapter 59 Asset Forfeiture Report prepared by the Sheriff's office did not accurately list the amount forfeited to and received by the Sheriff's office. The number first reported was the net proceeds, buybacks, and depository interest. Depository interest and buybacks are reported as separate line items in the Attorney General Chapter 59 Asset Forfeiture Report.

Recommendation:

The Auditor's office recommends implementing internal controls that provide reasonable assurance that the financial information reported in the Chapter 59 Asset Forfeiture Report is accurate.

Management Response

During the Audit period, all funds were accounted for. The Sheriff's Office recognizes that clerical errors were made at the time of the preparation of the report. The report was corrected, submitted correctly, and timely to the Attorney General's Office.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

A handwritten signature in blue ink, reading "Marisol Villarreal-Alonzo". The signature is fluid and cursive, with the last name being more prominent.

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/sh/lap



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2022

Agency Name: [Hays County Sheriff's Dept.](#)

Agency Mailing Street:

City: San Marcos

810 South Stagecoach Trail

ZIP: 78666

State: TX

County: Hays

Phone Number: (512) 393-7808

Agency Fiscal Beginning Month: October

Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$610,854.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$610,854.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$150,126.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$43,042.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$1,053.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): (\$1,060.00)

Description:

Buyout of a 2021-84356 Glock Mod and 2022-1901 Buick LaSabre

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$23,750.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$169,411.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 7
2) Forfeited to Agency: 0
3) Returned to
Defendants/Respondents: 1
4) Put into use by Agency: 1

B) Real Property (Count each parcel seized as one item)

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to
Defendants/Respondents: 0
4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to
Defendants/Respondents: 0
4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 21
2) Forfeited to Agency: 0
3) Returned to
Defendants/Respondents: 0
4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
Miscellaneous, 250 Gallon liquid storage tank	2	0	0	0
Electronics, Gaming Machine	1	0	0	0
Electronics, LG OLED 65" TV	1	0	0	0
Electronics, Samsung 50" Flatscreen TV	1	0	0	0
Jewelry, Silver Earrings	2	0	0	0
Jewelry, Gold Ring with multicolor stones	3	0	0	0
Jewelry, Gold loop	6	0	0	0
Jewelry, Gold Chain	3	0	0	0

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by \$0.00
Governing Body:

2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$12,951.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$9,844.00
- 9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$22,795.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences, Seminars): \$0.00
- 2) Materials (Books, CDs, Videos, etc.): \$0.00
- 3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF
CHAPTER 59 FUNDS: \$0.00

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06
(d-3(6), (h), (j)): \$955.00

2) Total Financial Assistance \$0.00
(pursuant to Articles 59.06 (n)
and (o)):

3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):

4) Total scholarships to \$0.00
children of officers killed in the
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$955.00
(d-3(6)), (h), (j), (n), (o), (d-2),
(r)) - This field will be
auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

1) Building Purchase: \$0.00

2) Lease Payments: \$0.00

3) Remodeling: \$0.00

4) Maintenance Costs: \$0.00

5) Utilities: \$0.00

6) Other (Must provide detail in \$0.00
box below):

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

1) Court Costs: \$0.00

2) Filing Fees: \$0.00

3) Insurance:	\$0.00
4) Witness Fees (including travel and security):	\$0.00
5) Audit Costs and Fees (including audit preparation and professional fees):	\$0.00
6) Other (Must provide detail in box below):	\$0.00

Description:

7) Total Miscellaneous Fees Paid Out of Chapter 59 Funds - This will be auto-calculated when you SAVE or switch sections:	\$0.00
---------------------------------------------------------------------------------------------------------------------------	--------

Total Miscellaneous Costs from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$0.00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1):	\$0.00
3) Total paid to General Fund pursuant to 59.06 (c-3) (C) (Texas Department of Public Safety only):	\$0.00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$0.00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:	\$0.00

Total Paid to State Treasury/General fund/ Health & Human Services Commission from Mailed Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN PREVIOUS CATEGORIES \$0.00
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$23,750.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo,
CPA

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2022

Typed Name of Head of
Agency:: Gary Cutler

Title: Sheriff

Date: 11/30/2022

Comments:



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

County Auditor

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 23, 2023

Honorable Dr. Michelle Cohen
Hays County Commissioner, Precinct 2
5458 FM 2770
Kyle, Texas 78640

Dear Commissioner Cohen:

In accordance with subsection 115.004 of Texas Local Government Code, the Auditor's Office performed an exit examination of the Hays County Commissioner Precinct 2 Office. The scope of the exit examination consisted of all financial and compliance duties and responsibilities of the office during the period of September 1, 2022 to December 31, 2022 under Commissioner Mark Jones.

Based on the internal examination, collections, disbursements, property, and access security appear to be adequately accounted for and the related records and supporting documentation appear, along with compliance requirements, to be maintained in accordance with statutory requirements under subsection 112.001, 112.002, 115.002, and 115.004 of the Texas Local Government Code.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

sh/lp



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Shell

Agenda Item

Accept the Fiscal Year 2022 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**

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 March 28 , 2023, is attached.

Attachments

ESD #4 FY 2022 Final Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

FILED
HAYS COUNTY, TEXAS
at 11:15 o'clock A. M.

APR 05 2023


COUNTY CLERK

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-6
Statement of Net Position and Governmental Funds Balance Sheet	7
Statement of Activities and Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances	8
Notes to Financial Statements	9-19
Required Supplementary Information:	
Budgetary Comparison Schedule - General Fund	20
Schedule of Changes in the Net Pension Liability and Related Ratios - TCDRS	21
Schedule of Contributions - TCDRS	22



Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #4

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #4 (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, the business-type activities, each major fund, and the aggregate remaining fund information 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

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team



material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. 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, the schedule of changes in the net pension liability and related ratios, the schedule of contributions, 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 Brittan Bender PC

March 28, 2023
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #4 ("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 revenues for the year were \$1,670,626, an increase of \$204,207 over prior year.
- The District's fiscal year sales tax revenue totaled \$726,353, an increase of \$89,683 over the prior year.
- The District incurred an increase in net position of \$737,502 for the year.
- Current and other assets amounted to \$3,452,042 at September 30, 2022, which represented an increase of \$95,520 over the balance at September 30, 2021.
- Capital assets increased by \$1,744,131, due to additions of equipment, furniture and equipment and building construction \$1,876,343, offset by depreciation expense of \$132,212.

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 and sales 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

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

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 inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

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. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. 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 plus deferred outflows less liabilities and deferred inflows) was \$4,810,402 as of September 30, 2022. Capital assets, net of depreciation and related debt, accounted for \$1,628,084 or 34% of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the community. \$3,182,318 of net position of is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. 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>Assets</u>	<u>9/30/2022</u>	<u>9/30/2021</u>
Current and other assets	\$3,452,042	\$3,356,522
Restricted short-term investments	0	600,000
Capital assets, net of accumulated depreciation	2,573,200	829,069
Total assets	6,025,242	4,785,591
<u>Deferred outflows of resources-pension</u>	44,617	0
<u>Liabilities</u>		
Current and other liabilities	254,053	92,825
Long-term liabilities	1,003,754	619,866
Total liabilities	1,257,807	712,691
<u>Deferred outflows of resources-pension</u>	1,650	0
<u>Net position</u>		
Net investment in capital assets, net of debt	1,628,084	229,069
Restricted	0	600,000
Unrestricted	3,182,318	3,243,831
Total net position	\$4,810,402	\$4,072,900

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

<u>Revenues</u>	<u>9/30/2022</u>	<u>9/30/2021</u>
Property taxes	\$1,670,626	\$1,466,419
Sales taxes	726,353	636,670
Other	31,811	19,409
Total revenues	<u>2,428,790</u>	<u>2,122,498</u>
 <u>Expenses</u>		
Fire and emergency services	1,544,226	1,199,811
Depreciation	132,212	106,239
Interest expense	14,850	0
Total expenses	<u>1,691,288</u>	<u>1,306,050</u>
 Change in net position	737,502	816,448
Net position, beginning	<u>4,072,900</u>	<u>3,256,452</u>
Net position, ending	<u>\$4,810,402</u>	<u>\$4,072,900</u>

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 \$3,251,533, an decrease of \$635,025 from the year-ended September 30, 2021. The District's ending unassigned fund balance was \$3,151,792, which was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$216,135, or 8%, over budget, due primarily to \$306,353 more than anticipated sales tax revenues and \$201,267 less than anticipated in proceeds from debt. Expenses for the General Fund were \$1,160 more than budget. The budget variance resulted primarily from capital outlay being \$217,809 more than anticipated offset by lower than anticipated wages and benefits (\$128,532). The variances in all other expenses were not individually significantly, but combined were \$88,118 less than budget. The budget was amended during the year to increase the budget for capital outlay.

Capital Assets

The District's capital assets at September 30, 2022, net of accumulated depreciation, totaled \$2,573,200. The current year increase of \$1,744,131 reflects capital outlay of \$1,876,343 offset by depreciation expense of \$132,212.

Debt

The District's long-term debt at September 30, 2022, net of the current portion, amounted to \$854,779. The current portion of long-term debt was \$90,337. The debt is collateralized by equipment and an interest in sales tax revenues.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

Economic Factors, Future Years' Budgets and Tax Rates

The October 2022 assessed valuation increased by approximately 17% compared to the October 2021 assessment. The tax rate of \$.053 per \$100 of assessed valuation for fiscal year 2022-2023 increased slightly over \$.050 from the prior year.

The tax levy for fiscal year 2022-2022 is expected to provide an approximately \$321,000 increase in property tax revenues for the next fiscal year. Additionally, the District collects sales tax revenues. The budget for fiscal 2023 sales taxes is \$540,000, however, monthly collections for the first three months of fiscal year 2022-2023 are approximately \$208,000.

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:

Hays County Emergency Services District #4
P.O. Box 1312
Wimberley, TX 78676

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2022

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Short-term investments	\$ 3,214,897		\$ 3,214,897
Sales taxes receivable	111,056		111,056
Property taxes receivable	51,145		51,145
Prepays	70,965		70,965
Pension asset	-	3,979	3,979
Capital assets:			
Land	-	77,747	77,747
Capital assets, net of depreciation	-	2,495,453	2,495,453
	<u>-</u>		<u>2,573,200</u>
	<u>3,448,063</u>		<u>6,025,242</u>
DEFERRED OUTFLOWS OF RESOURCES			
Differences between actual and expected experience	-	15	15
Contributions after the measurement date	-	44,602	44,602
	<u>-</u>		<u>44,617</u>
	<u>\$ 3,448,063</u>		
LIABILITIES			
Bank overdraft	\$ 95,415		95,415
Accrued liabilities	68,301		68,301
Long-term liabilities:			
Due within 1 year: note payable		90,337	90,337
Due in more than 1 year:			
Note payable	-	854,779	854,779
Accrued leave	-	148,975	148,975
	<u>163,716</u>		<u>1,257,807</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	32,814	(32,814)	-
Change in assumptions	-	165	165
Net difference between projected and actual earnings	-	1,485	1,485
	<u>32,814</u>		<u>1,650</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Nonspendable	70,965	(70,965)	
Assigned - volunteer funds	28,776	(28,776)	
Fund balance - unassigned	3,151,792	(3,151,792)	
	<u>3,251,533</u>	<u>(3,251,533)</u>	
	<u>\$ 3,448,063</u>	<u>(3,448,063)</u>	
NET POSITION			
Net investment in capital assets		1,628,084	1,628,084
Unrestricted		3,182,318	3,182,318
			<u>\$ 4,810,402</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2022

	<u>General Fund</u>	<u>Adjustments (Note 10)</u>	<u>Statement of Activities</u>
EXPENDITURES/EXPENSES:			
Current service operations:			
Wages and benefits	\$ 1,128,058	\$ 28,546	\$ 1,156,604
Station repairs and maintenance	78,831		78,831
Insurance	77,907		77,907
Professional services	50,168		50,168
Supplies and equipment	42,890		42,890
Uniforms	36,178		36,178
Communications	28,900		28,900
Office and administrative	26,203		26,203
Appraisal and tax collection fees	19,539		19,539
Utilities	17,858		17,858
Training	9,148		9,148
Debt service			
Interest	14,850		14,850
Principal	53,617	(53,617)	-
Depreciation	-	132,212	132,212
Capital outlay	1,876,343	(1,876,343)	-
	<u>3,460,490</u>		<u>1,691,288</u>
General revenues:			
Property taxes	1,668,568	2,058	1,670,626
Sales tax	726,353		726,353
Other	31,811		31,811
Total general revenues	<u>2,426,732</u>		<u>2,428,790</u>
REVENUE (UNDER)/OVER EXPENDITURES/ EXPENSES:	(1,033,758)		737,502
OTHER FINANCING SOURCES:			
Proceeds from debt	398,733	(398,733)	-
NET CHANGE IN FUND BALANCE/NET POSITION	(635,025)		737,502
BEGINNING FUND BALANCE/NET POSITION	<u>3,886,558</u>		<u>4,072,900</u>
ENDING FUND BALANCE/NET POSITION	<u>\$ 3,251,533</u>		<u>\$ 4,810,402</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Wimberley Rural Fire Prevention District #4 (the District) was established on August 22, 1983 for the purpose of providing fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the citizens of the District. The District is governed by a five-member Board of Fire Commissioners, which is appointed by the Hays County Commissioners Court.

The Texas Legislature passed a bill effective September 1, 2003 to require all fire prevention districts to change their name. The Wimberley Rural Fire Prevention District #4 changed its name to the Hays County Emergency Services #4. The District is not included in any other governmental reporting entity. Additionally, no other entity meets the requirements to be included in the District's financial statements.

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 primarily by property and sales 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.

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.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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 invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. 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.

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.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Equipment	5-15 years
Vehicles	5-20 years
Office furniture	5-10 years
Building	20-30 years

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 pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

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 two types of items that qualify for reporting in this category. Unavailable property tax revenue is reported only in the governmental funds balance sheet, where amount are deferred and recognized as an inflow of resources in the period the amounts become available. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

PENSIONS

For purposes of measuring the net pension asset and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by TCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCERS are reported at fair value.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2022, the carrying amount of the District's cash deposits was (\$95,415), which was presented as a bank overdraft liability, and the bank balance was \$24,719. All of the District's deposits were fully collateralized with securities held by the pledging financial institution. The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in a money market savings accounts in the amount of \$3,214,897, respectively. The District was in compliance with the requirements of Chapter 2256 and with its policy during the year.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.05 per \$100 of value. Ad valorem 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 \$0.05 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.

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$77,747	\$0	\$0	\$77,747
Construction in progress	<u>41,756</u>	<u>0</u>	<u>(41,756)</u>	<u>0</u>
	<u>119,503</u>	<u>0</u>	<u>(41,756)</u>	<u>77,747</u>
<u>Capital assets being depreciated:</u>				
Rescue equipment	17,226	0	0	17,226
Fire machinery and equipment	185,005	0	0	185,005
Office furniture and equipment	20,939	0	0	20,939
Firefighting and other equipment	408,040	0	0	408,040
Buildings and improvements	625,035	1,169,366	0	1,794,401
Vehicles	<u>1,214,355</u>	<u>748,733</u>	<u>(27,750)</u>	<u>1,935,338</u>
	<u>2,470,600</u>	<u>1,918,099</u>	<u>(27,750)</u>	<u>4,360,949</u>
<u>Accumulated depreciation:</u>				
Rescue equipment	(6,828)	(3,445)	0	(10,273)
Fire machinery and equipment	(35,205)	(15,230)	0	(50,435)
Office furniture and equipment	(9,341)	(3,036)	0	(12,377)
Firefighting and other equipment	(294,813)	(25,569)	0	(320,382)
Buildings and improvements	(375,149)	(26,886)	0	(402,035)
Vehicles	<u>(1,039,698)</u>	<u>(58,046)</u>	<u>27,750</u>	<u>(1,069,994)</u>
Total accumulated depreciation	<u>(1,761,034)</u>	<u>(132,212)</u>	<u>27,750</u>	<u>(1,865,496)</u>
Total capital assets, net	<u>\$829,069</u>	<u>\$1,785,887</u>	<u>(\$41,756)</u>	<u>\$2,573,200</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 6: LONG-TERM LIABILITIES

	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
#9601	\$600,000	9/3/31	2.457%	\$600,000	\$0	\$53,617	\$546,383
#04PB	<u>398,733</u>	3/1/32	3.110%	<u>0</u>	<u>398,733</u>	<u>0</u>	<u>398,733</u>
	<u>\$998,733</u>			<u>\$600,000</u>	<u>\$398,733</u>	<u>\$53,617</u>	<u>\$945,116</u>

The notes are secured by the District's sales tax revenues and have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2022 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$90,337	\$25,043	\$115,380
2024	91,903	23,477	115,380
2025	94,405	20,976	115,381
2026	96,976	18,405	115,381
2027	99,618	15,762	115,380
2028-2032	<u>471,877</u>	<u>44,435</u>	<u>516,312</u>
	<u>\$945,116</u>	<u>\$148,098</u>	<u>\$1,093,214</u>

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$73,483</u>	<u>\$108,963</u>	<u>(\$33,471)</u>	<u>\$148,975</u>

NOTE 7: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. The budget was amended during the year to increase the budget for capital outlay. 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 and sales tax revenues were higher than budgeted, while operations expenditures were less than anticipated. Capital outlay was higher than anticipated while proceeds from debt were lower than anticipated.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, injuries to employees and natural disasters. The District purchases commercial insurance to cover its general liabilities. There were no significant reductions in coverage in the past fiscal year and no settlements exceeding insurance coverage.

NOTE 9: PENSION PLAN

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS)

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	7.06%
Years required for vesting	8
Service retirement eligibility (expressed as age/years of service)	60/8, any/20, rule of 75

Employees Covered

As of the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	0
Active employees	19

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 7.99%. The District's contributions to TCDRS for the year ended September 30, 2022 were \$58,856, which equaled the required contribution.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

Net Pension Liability/(Asset)

The District's net pension liability (asset) of (\$3,979) for TCDRS at September 30, 2022 was measured as of December 31, 2021. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2021
Actuarial cost method:	Entry age normal
Investment rate of return (7.60% rate of return plus 0.10% adjustment gross of administrative expenses):	7.50%
Inflation:	2.50%
Projected Salary Increases:	4.70% average
Mortality rates	135% and 120% of Pub-2010 General Retirees Tables for males and females, respectively, both projected with 100% of MP-2021 Scale after 2010

Actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study over the years 2017-2020.

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
Cash Equivalents	2.00%	-1.05%
U.S. Equities	11.50%	3.80%
Private Equity	25.00%	6.80%
Global Equities	2.50%	4.10%
International Equities-Developed	5.00%	3.80%
International Equities-Emerging	6.00%	4.30%
Investment-Grade Bonds	3.00%	-0.85%
Strategic Credit	9.00%	1.77%
Direct Lending	16.00%	6.25%
Distressed Debt	4.00%	4.50%
REIT Equities	2.00%	3.10%
Master Limited Partnerships	2.00%	3.85%
Private Real Estate Partnerships	6.00%	5.10%
Hedge Funds	6.00%	1.55%

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease (6.60%)</u>	<u>Discount Rate (7.60%)</u>	<u>1% Increase (8.60%)</u>
District's net pension liability (asset)	<u>\$870</u>	<u>(\$3,979)</u>	<u>(\$7,789)</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/(Asset) (a)-(b)</u>
Balance at December 31, 2020	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Changes for the year:			
Service cost	22,188	0	22,188
Interest on total pension liability	1,686	0	1,686
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	17	0	17
Effect of assumption changes or inputs	(181)	0	(181)
Refunds of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses	0	(15)	15
Member contributions	0	12,064	(12,064)
Net investment income	0	2,785	(2,785)
Employer contributions	0	12,168	(12,168)
Other	<u>0</u>	<u>687</u>	<u>(687)</u>
Balance at December 31, 2021	<u>\$23,710</u>	<u>\$27,689</u>	<u>(\$3,979)</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the District recognized pension expense of \$14,904. At September 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$0	\$15
Changes in actuarial assumptions	165	0
Net difference between projected and actual earnings	1,485	0
Contributions subsequent to the measurement date	N/A	\$44,602

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 9: PENSION PLAN

\$44,602 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2022. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the plan year ended December 31:

2022	(\$385)
2023	(385)
2024	(385)
2025	(386)
2026	(14)
Thereafter	<u>(80)</u>
	<u>(\$1,635)</u>

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$3,251,533
Increase net position for capital assets not reported in the fund financial statements	2,573,200
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	32,814
Accrued leave not reported in the fund statements as it is not paid with current resources	(148,975)
Long-term note payable not reported in the fund statements as it is not paid with current resources	(945,116)
Long-term pension asset not reported in the fund statements	3,979
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>42,967</u>
Net position - governmental activities	<u>\$4,810,402</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

NOTES TO FINANCIAL STATEMENTS

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Net change in fund balance - governmental fund	(\$635,025)
Depreciation expense not recognized in the fund financial statements	(132,212)
Change in long-term taxes receivable deferred in the fund financial statements	2,058
Long-term debt principal payments recognized as expenditures in the fund financial statements	53,617
Proceeds from debt recognized as other financing sources in the fund financial statements not reported in the government-wide financial statements	(398,733)
Change in accrued leave not reported in the fund financial statements	(75,489)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension asset and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements	46,944
Capital outlays recognized as expenditures in the fund financial statements	<u>1,876,342</u>
Change in net position - governmental activities	<u>\$737,502</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2022

	<u>Original Budget</u>	<u>Amended and Budget</u>	<u>Actual</u>	<u>Favorable/ (Unfavorable) Variance</u>
GENERAL REVENUES				
Property taxes	\$1,577,730	\$1,577,730	\$1,668,568	\$90,838
Sales taxes	420,000	420,000	726,353	306,353
Other	<u>11,600</u>	<u>11,600</u>	<u>31,811</u>	<u>20,211</u>
	<u>2,009,330</u>	<u>2,009,330</u>	<u>2,426,732</u>	<u>417,402</u>
EXPENDITURES				
Current service operations:				
Wages and benefits	1,256,590	1,256,590	1,128,058	128,532
Station repairs and maintenance	68,005	68,005	78,831	(10,826)
Insurance	98,410	98,410	77,907	20,503
Professional services	66,000	66,000	50,168	15,832
Supplies and equipment	31,725	31,725	42,890	(11,165)
Uniforms	44,000	44,000	36,178	7,822
Communications	39,100	39,100	28,900	10,200
Office and administrative	38,640	38,640	26,202	12,438
Appraisal and tax collection fees	14,500	14,500	19,539	(5,039)
Utilities	30,100	30,100	17,858	12,242
Training	28,550	28,550	9,149	19,401
Other	16,710	16,710	0	16,710
Debt service	68,467	68,467	68,467	0
Capital outlay	<u>1,408,533</u>	<u>1,658,533</u>	<u>1,876,343</u>	<u>(217,810)</u>
	<u>3,209,330</u>	<u>3,459,330</u>	<u>3,460,490</u>	<u>(1,160)</u>
REVENUE (UNDER)/OVER EXPENDITURES	(1,200,000)	(1,450,000)	(1,033,758)	416,242
OTHER FINANCING SOURCES				
Use of reserves	600,000	850,000	0	(850,000)
Proceeds from debt	<u>600,000</u>	<u>600,000</u>	<u>398,733</u>	<u>(201,267)</u>
NET CHANGE IN FUND BALANCE	0	0	(635,025)	(635,025)
BEGINNING FUND BALANCE	<u>3,886,558</u>	<u>3,886,558</u>	<u>3,886,558</u>	<u>0</u>
ENDING FUND BALANCE	<u>\$3,886,558</u>	<u>\$3,886,558</u>	<u>\$3,251,533</u>	<u>(\$635,025)</u>

See independent auditor's report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

REQUIRED SUPPLEMENTARY INFORMATION -TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2022*

Total pension liability/ (asset)

Service cost	\$22,188
Interest on total pension liability/ (asset)	1,686
Effect of plan changes	0
Difference between economic/demographic (gains) or /losses	17
Changes of assumptions	(181)
Benefit payments, including refunds of employee contributions	<u>0</u>
Net change in total pension liability/ (asset)	23,710
Total pension liability/ (asset)-beginning	<u>0</u>
Total pension liability/ (asset)-ending (a)	<u>\$23,710</u>

Plan fiduciary net position

Contributions-employer	\$12,168
Contributions-employee	12,064
Net investment income	2,785
Benefit payments, including refunds of employee contributions	0
Administrative expenses	(15)
Other	<u>687</u>
Net change in plan fiduciary net position	27,689
Plan fiduciary net position-beginning	<u>0</u>
Plan fiduciary net position-ending (b)	<u>\$27,689</u>
Net pension liability/ (asset) (a) - (b)	<u>(\$3,979)</u>

Plan fiduciary net position as a % of the total pension/ (asset) liability	116.78%
Covered employee payroll	\$172,349
Net pension liability as a percentage of covered employee payroll	-2.31%

Note: The District began participating in the plan in fiscal 2022. Fiscal year 2022 Valuation Date: 12/31/21.

See independent auditor's report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

REQUIRED SUPPLEMENTARY INFORMATION -TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM SCHEDULE OF CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2022*

Actuarially determined contribution**	\$58,856
Contributions in relation to the actuarially determined contribution**	\$58,856
Contribution deficiency (excess)	\$0
Covered-employee payroll	\$883,016
Contributions as a percentage of covered-employee payroll	7%

Notes to Required Supplementary Information:

* The District began participating in the plan in fiscal 2022.

** TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization	15.7 years (based on contribution rate calculated in 12/31/2019)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	8.0%, net of investment expenses, including inflation
Inflation	2.75%
Projected Salary Increases	Varies by age and service. 4.90% average over career including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality rates	RP-2014 Healthy Annuitant Mortality Table (130% for males and 110% for females), both projected with 110% of the MP-2014 Ultimate scale after 2014.

Changes in Assumptions and Methods:

2021: No changes in assumptions and methods.

Changes in Plan Provisions:

2021: No changes in plan provisions were reflected in the schedule.

See independent auditor's report.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Accept the Fiscal Year 2022 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **COHEN/INGALSBE/VILLARREAL-ALONZO**

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 22, 2023, is attached.

Attachments

ESD #5 FY 2022 Final Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Hays County Emergency Services District #5

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #5 (District) for the year ended September 30, 2022, and have issued our report thereon dated April 22, 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 December 29, 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. The most sensitive estimates affecting the District's financial statements were:

1. Management's estimates of the useful lives of fixed assets, and the related estimate of depreciation expense are based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of fixed assets (and related accumulated depreciation), in determining that they are reasonable in relation to the financial statements taken as a whole.
2. For purposes of measuring the net pension liability, deferred inflows and outflows of resources related to pensions and pension expense, management's estimates have been determined on the same basis as they are reported by the Texas County and District Retirement System (TCDRS). The District's net pension liability was determined by an actuarial valuation as of December 31, 2021. We evaluated the key factors and assumptions used to develop the valuation and the accrual in determining that they are reasonable in relation to the financial statements taken as a whole.

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

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Board of Directors and Management
Hays County Emergency Services District #5
Communications with Those Charged with Governance
Page 2

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.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 22, 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, the general fund budgetary comparison schedule, the schedules of changes in the net pension liability and related ratios-TCDRS, and the schedule of contributions-TCDRS, 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 Directors and management and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

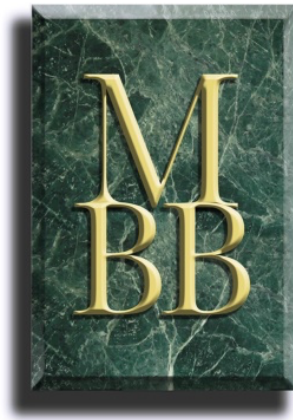
April 22, 2023
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

UNCORRECTED MISSTATEMENTS

SEPTEMBER 30, 2022

<u>Account</u>	<u>Debit</u>	<u>Credit</u>
Ad Valorem taxes receivable	11,154	
Ad Valorem tax revenues		11,154
<i>to record accounts receivable</i>		
Sales tax receivable	5,730	
Sales tax revenues		5,730
<i>to record accounts receivable</i>		
Training income -HCISD	28,387	
Accounts receivable		28,387
<i>to properly record revenue</i>		



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-6
Statement of Net Position and Governmental Funds Balance Sheet	7
Statement of Activities and Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances	8
Notes to Financial Statements	9-20
Required Supplementary Information:	
Budgetary Comparison Schedule - General Fund	21
Schedule of Changes in the Net Pension Liability and Related Ratios - TCDRS	22
Schedule of Contributions - TCDRS	23



Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #5

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 #5 (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 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.

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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, the schedule of changes in the net pension liability and related ratios, the schedule of contributions, 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 Brittan Bender PC

April 22, 2023
Austin, Texas

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Our discussion and analysis of the Hays County Emergency Services District #5 (the District’s) financial performance provides an overview of the District’s financial activities for the year ended September 30, 2022. Please read it in conjunction with the District’s financial statements, which follow this section.

The financial report consists of four parts: Management’s Discussion and Analysis (this section), the financial statements, the notes to the financial statements, and required supplementary information.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of \$6,438,504 compared to total revenues of \$7,764,036 resulting in an increase in net position of \$1,325,532 for the year ended September 30, 2022.
- The District’s cash and cash equivalents balance increased by \$622,750 for the fiscal year.
- The District’s ad valorem tax rate remained at .10 per \$100 of assessed valuation for the fiscal year ended September 30, 2022 which is the statutory limit, as established by the State of Texas constitution.
- The District received \$754,839 more in ad valorem tax revenues compared to prior year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District’s finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District’s finances is, “Is the District as a whole better off or worse off as a result of the year’s activities?” The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year’s revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District’s *net position* and changes therein. You can think of the District’s net position—the difference between assets, deferred outflows, liabilities, and deferred inflows—as one way to measure the District’s financial health, or *financial position*. Over time, increases or decreases in the District’s net position is one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District’s property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District’s total net position increased by \$1,325,532 in the year ended September 30, 2022. Our analysis of the District’s activities below focuses on net position and the changes in net position.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements was \$3,195,896 at September 30, 2022.

<u>Assets</u>	<u>9/30/2022</u>	<u>9/30/2021</u>
Current and other assets	\$3,709,051	\$3,041,062
Capital assets, net of accumulated depreciation	<u>7,667,112</u>	<u>5,031,392</u>
Total assets	<u>11,376,163</u>	<u>8,072,454</u>
<u>Deferred outflows related to pension</u>	<u>1,088,985</u>	<u>787,817</u>
<u>Liabilities</u>		
Current and other liabilities	366,603	366,658
Long-term liabilities	<u>6,033,843</u>	<u>4,038,032</u>
Total liabilities	<u>6,400,446</u>	<u>4,404,690</u>
<u>Deferred inflows related to pension</u>	<u>344,435</u>	<u>60,846</u>
<u>Net position</u>		
Net investment in capital assets	2,524,371	2,057,754
Unrestricted	<u>3,195,896</u>	<u>2,336,981</u>
Total net position	<u>\$5,720,267</u>	<u>\$4,394,735</u>
<u>Revenues</u>	<u>9/30/2022</u>	<u>9/30/2021</u>
Program revenues:		
Inspection and training	\$277,488	\$345,806
General revenues:		
Ad Valorem property taxes	5,122,959	4,368,120
Sales taxes	1,136,827	1,037,155
Grants	1,130,874	754,468
Other	91,927	44,670
Interest	<u>3,961</u>	<u>1,131</u>
Total revenues	<u>7,764,036</u>	<u>6,551,350</u>
<u>Expenses</u>		
Firefighting operations	5,463,653	5,008,128
Administrative	256,324	169,558
Depreciation	601,525	426,409
Interest expense	<u>117,002</u>	<u>100,081</u>
Total expenses	<u>6,438,504</u>	<u>5,704,176</u>
Change in net position	1,325,532	847,174
Beginning net position	<u>4,394,735</u>	<u>3,547,561</u>
Ending net position	<u>\$5,720,267</u>	<u>\$4,394,735</u>

The District has sufficient revenues to pay expenses of the District.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

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 \$3,092,037, an increase of \$606,459 from \$2,485,578 as of September 30, 2021. The District’s ending unassigned fund balance of \$2,997,249 was unencumbered and available for spending at the District’s discretion.

General Fund Budgetary Highlights

The General Fund had a positive variance from the budget of \$203,616 due to:

- Operating expenses, excluding capital outlay and debt service were \$149,371, or 3%, lower than budget.
- Capital outlay was \$2,739,849 higher than budget, which was offset by proceeds from debt of \$2,775,089.

The budget was amended during the year to increase the budget for tax and grant revenues, personnel and related expenses, firefighting and related expenses, administrative, capital outlay, and debt service.

Capital Asset and Debt Administration

The District’s capital assets at September 30, 2022, net of accumulated depreciation, totaled \$7,667,112. The current year increase of \$2,635,720 reflected additions of \$3,237,245 offset by depreciation expense of \$601,525.

Debt Administration

The District’s long-term debt at September 30, 2022, net of the current portion, totaled \$4,195,944 for loans. The current portion of the long-term debt was \$946,797. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the “Debt Service Ratio”) at 35% or less with the ad valorem tax rate at 10.00 cents per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District’s ability to service the debt and still be able to pay annual operating expenses. The District’s Debt Service Ratio as of September 30, 2022 is total debt service of \$722,988/\$7,764,036 total revenues for a ratio of 9.31%.

Economic Factors and Next Year’s Budgets and Rates

The District’s appointed officials considered many factors when setting the fiscal year 2023 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022**

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Beth Smith, President
Hays County Emergency Services District #5
P.O. Box 1385
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2022

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$ 2,826,530		\$ 2,826,530
Grants receivable	365,894		365,894
Sales taxes receivable	208,138		208,138
Ad Valorem property taxes receivable	101,277		101,277
Accounts receivable	112,424		112,424
Prepaid insurance	94,788		94,788
Capital assets:			
Land	-	170,695	170,695
Other capital assets, net of depreciation	-	7,496,417	7,496,417
	-		7,667,112
	<u>3,709,051</u>		<u>11,376,163</u>
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	499,348	499,348
Changes in assumptions	-	276,396	276,396
Contributions	-	313,241	313,241
	-		1,088,985
	<u>\$ 3,709,051</u>		
LIABILITIES			
Accounts payable	\$ 201,548		201,548
Accrued interest payable	-	61,787	61,787
Accrued payroll and benefits	103,268		103,268
Long-term liabilities:			
Due within 1 year: loans payable		946,797	946,797
Due in more than 1 year:			
Loans payable	-	4,195,944	4,195,944
Accrued leave	-	92,137	92,137
Net pension liability	-	798,965	798,965
	<u>304,816</u>		<u>6,400,446</u>
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	24,029	24,029
Net difference projected and actual earnings	-	313,534	313,534
Changes in assumptions	-	6,872	6,872
Unavailable revenue - grants	210,921	(210,921)	-
Unavailable revenue - property taxes	101,277	(101,277)	-
	<u>312,198</u>		<u>344,435</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - nonspendable	94,788	(94,788)	
Fund balance - unassigned	2,997,249	(2,997,249)	
	<u>3,092,037</u>	<u>(3,092,037)</u>	
	<u>\$ 3,709,051</u>	<u>(3,709,051)</u>	
NET POSITION			
Net investment in capital assets		2,524,371	2,524,371
Unrestricted		3,195,896	3,195,896
			<u>\$ 5,720,267</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

YEAR ENDED SEPTEMBER 30, 2022

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES:			
Personnel and related expenses	\$ 4,942,333	\$ (190,871)	\$ 4,751,462
Firefighting and related expenses	712,191		712,191
Administrative	106,756		106,756
Insurance	84,736		84,736
Tax collection expenses	40,357		40,357
Professional services	24,475		24,475
Depreciation	-	601,525	601,525
Capital outlay	2,984,840	(2,984,840)	-
Debt service:			
Interest expense	117,002		117,002
Principal payments	605,986	(605,986)	-
	<u>9,618,676</u>		<u>6,438,504</u>
PROGRAM REVENUES:			
Inspection and training	<u>277,488</u>		<u>277,488</u>
Program revenue over/ (under) expenditures/expenses	<u>(9,341,188)</u>		<u>(6,161,016)</u>
GENERAL REVENUES:			
Ad Valorem property taxes	5,122,959		5,122,959
Sales taxes	1,136,827		1,136,827
Grants	816,884	313,990	1,130,874
Other	91,927		91,927
Interest	3,961		3,961
	<u>7,172,558</u>		<u>7,486,548</u>
Total revenue over/(under) expenditures	<u>(2,168,630)</u>		<u>1,325,532</u>
OTHER FINANCING SOURCES:			
Proceeds from debt	<u>2,775,089</u>	(2,775,089)	<u>-</u>
NET CHANGE IN FUND BALANCE/ NET POSITION	606,459		1,325,532
BEGINNING FUND BALANCE/ NET POSITION	<u>2,485,578</u>		<u>4,394,735</u>
ENDING FUND BALANCE/ NET POSITION	<u>\$ 3,092,037</u>		<u>\$ 5,720,267</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #5 was created by an election of the Hays County residents from within what would be the geographical boundaries for the District. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire department.

The District is under full control and management of a five-commissioner Board of Commissioners. The commissioners are appointed by the Hays County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements. The District is not included in any other governmental reporting entity.

Effective October 1, 2012 the District assumed all operations from the Kyle Volunteer Fire Department.

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 primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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.

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 60 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.

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 invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. 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 on the use of resources through either a commitment or an assignment.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

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.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents are short-term highly liquid investments 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.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$5,000 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Equipment	5-15 years
Vehicles	5-10 years
Building and building improvements	40 years

COMPENSATED ABSENCES

Full-time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24 / 48 hour shift schedule and typically work 56 hours per week. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave but are only allowed to carry forward a maximum of 72 hours to the next calendar year. Firefighters that have been with the department for more than 21 years can receive 432 hours of leave. Accrued leave will be paid to employee upon separation of employment based on when notice of termination is given.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report 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 pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report 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 two types of items which qualify for reporting in this category. The governmental funds report unavailable revenue from property taxes and grants. These amounts are deferred and recognized as an inflow in the period that they become available. The other type is pension related items reported in the government-wide financial statements. See Note 10 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCDRS are reported at fair value.

NOTE 3: DEPOSITS

At September 30, 2022, the carrying amount of the District's cash deposits was \$2,826,530 and the bank balance was \$2,931,079. All of the District's deposits were fully collateralized with securities held by the pledging financial institution.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad Valorem 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 \$0.10 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 #5

NOTES TO FINANCIAL STATEMENTS

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	<u>\$170,695</u>	<u>\$0</u>	<u>\$0</u>	<u>\$170,695</u>
<u>Capital assets being depreciated:</u>				
Buildings	4,818,625	149,056	0	4,967,681
Buildings improvements	47,837	0	0	47,837
Vehicles	3,420,610	3,088,189	(51,092)	6,457,707
Equipment	<u>1,324,346</u>	<u>0</u>	<u>0</u>	<u>1,324,346</u>
	<u>9,611,418</u>	<u>3,237,245</u>	<u>(51,092)</u>	<u>12,797,571</u>
<u>Accumulated depreciation:</u>				
Buildings	(1,389,004)	(118,821)	0	(1,507,825)
Buildings improvements	(19,751)	(9,567)	0	(29,318)
Vehicles	(2,075,677)	(442,756)	51,092	(2,467,341)
Equipment	<u>(1,266,289)</u>	<u>(30,381)</u>	<u>0</u>	<u>(1,296,670)</u>
Total accumulated depreciation	<u>(4,750,721)</u>	<u>(601,525)</u>	<u>51,092</u>	<u>(5,301,154)</u>
Total capital assets	<u>\$5,031,392</u>	<u>\$2,635,720</u>	<u>\$0</u>	<u>\$7,667,112</u>

NOTE 6: GRANTS AND GRANTS RECEIVABLE

The District's grant revenues during the year-ended September 30, 2022 consists of \$131,045 in federal cost-reimbursement grants, \$744,424 in state cost-reimbursement grants and \$3,000 for a local assistance award. Additionally, the District received an engine contributed by the Texas A&M Forest Service. The grants receivable of \$365,894 at year-end consisted of \$115,605 due for pass-through federal cost-reimbursement grants and \$250,289 due from one state agency.

NOTE 7: BUDGET VARIANCES

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Ad Valorem property tax revenues were more than budget, while grants, interest and other income were lower than anticipated. Personnel and related expenditures were less than anticipated, while capital outlay and insurance expense were more than anticipated, which was offset by unbudgeted proceeds from debt.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

<u>Loans</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
Station #1	\$2,612,596	2028	3.32%	\$1,852,714	\$0	\$205,995	\$1,646,719
Quint 21	607,000	2025	2.65%	317,717	0	76,932	240,785
Engine 22	472,000	2023	2.88%	69,657	0	69,657	0
Station 23	340,000	2023	2.60%	141,349	0	69,722	71,627
Engine 23	350,000	2023	2.71%	144,513	0	71,837	72,676
Engine 24	557,348	2025	2.25%	447,688	0	111,843	335,845
Spartan 22	861,857	2029	2.18%	0	861,857	0	861,857
Spartan 23/24	<u>1,913,232</u>	2029	2.25%	<u>0</u>	<u>1,913,232</u>	<u>0</u>	<u>1,913,232</u>
	<u>\$7,714,033</u>			<u>\$2,973,638</u>	<u>\$2,775,089</u>	<u>\$605,986</u>	<u>\$5,142,741</u>

All loans are secured by the underlying asset (property or equipment) acquired. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2022 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$946,797	\$136,868	\$1,083,665
2024	814,253	110,955	925,208
2025	809,143	89,012	898,155
2026	631,185	68,096	699,281
2027	638,978	51,469	690,447
2028-2030	<u>1,302,385</u>	<u>52,012</u>	<u>1,354,397</u>
	<u>\$5,142,741</u>	<u>\$508,412</u>	<u>\$5,651,153</u>

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$152,816</u>	<u>\$478,122</u>	<u>(\$538,801)</u>	<u>\$92,137</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$3,092,037
Increase net position for capital assets not reported in the fund financial statements	7,667,112
Unavailable grant revenue deferred in the fund financial statements and not in the government-wide financial statements	210,921
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	101,277
Long-term liabilities not reported in the fund financial statements	(6,033,843)
Accrued interest expense on long-term debt not reported in the fund financial statements	(61,787)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>744,550</u>
Net position - governmental activities	<u>\$5,720,267</u>
Net change in fund balance - governmental fund	\$606,459
Change in grants receivable deferred in the fund financial statements	61,585
Contributed capital assets not recognized as revenue in the fund financial statements	252,405
Proceeds from debt recognized as other financing source income not reported in the government-wide financial statements	(2,775,089)
Depreciation expense not recognized in the fund financial statements	(601,525)
Long-term debt principal payments recognized as expenditures in the fund financial statements	605,986
Change in accrued leave not reported in the fund financial statements	60,679
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	130,192
Capital outlays recognized as expenditures in the fund financial statements	<u>2,984,840</u>
Change in net position - governmental activities	<u>\$1,325,532</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	11.55%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Employees Covered

As of the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	17
Active employees	46

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 11.55% for calendar 2021 and 13.54% for calendar 2022. The District's contributions to TCDRS for the year ended September 30, 2022 were \$471,717, which equaled the required contribution.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

Net Pension Liability/(Asset)

The District's net pension liability of \$798,965 for TCDRS at September 30, 2022 was measured as of December 31, 2021. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2021
Actuarial cost method:	Entry age normal
Investment rate of return (7.50% rate of return plus 0.10% adjustment gross of administrative expenses):	7.60%
Inflation:	2.50%
Projected Salary Increases:	4.70% average
Mortality rates:	135% and 120% of Pub-2010 General Retirees Tables for males and females, respectively, both projected with 100% of MP-2021 Scale after 2010

Actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study over the years 2017-2020.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U.S. Equities	11.50%	3.80%
Private Equity	25.00%	6.80%
Global Equities	2.50%	4.10%
International Equities-Developed	5.00%	3.80%
International Equities-Emerging	6.00%	4.30%
Investment-Grade Bonds	3.00%	-0.85%
Strategic Credit	9.00%	1.77%
Direct Lending	16.00%	6.25%
Distressed Debt	4.00%	4.50%
REIT Equities	2.00%	3.10%
Master Limited Partnerships	2.00%	3.85%
Private Real Estate Partnerships	6.00%	5.10%
Hedge Funds	6.00%	1.55%
Cash Equivalents	2.00%	-1.05%

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease (6.60%)</u>	<u>Discount Rate (7.60%)</u>	<u>1% Increase (8.60%)</u>
District's net pension liability (asset)	<u>\$1,763,857</u>	<u>\$798,965</u>	<u>\$35,746</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2021	<u>\$3,131,643</u>	<u>\$2,220,065</u>	<u>\$911,578</u>
Changes for the year:			
Service cost	445,035	0	445,035
Interest on total pension liability	271,828	0	271,828
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	314,423	0	314,423
Effect of assumption changes or inputs	49,162	0	49,162
Refunds of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses	0	(1,847)	1,847
Member contributions	0	233,287	(233,287)
Net investment income	0	558,684	(558,684)
Employer contributions	0	384,814	(384,814)
Other	<u>0</u>	<u>18,123</u>	<u>(18,123)</u>
Balance at December 31, 2021	<u>\$4,212,091</u>	<u>\$3,413,126</u>	<u>\$798,965</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the District recognized pension expense of \$292,691. At September 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$24,029	\$499,348
Changes in actuarial assumptions	\$6,872	\$276,396
Net difference between projected and actual earnings	\$313,534	\$0
Contributions subsequent to the measurement date	N/A	\$313,241

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

The \$313,241 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2023. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended September 30:

2023	\$21,114
2024	5,950
2025	19,451
2026	22,339
2027	95,596
Thereafter	<u>266,859</u>
	<u>\$431,309</u>

NOTE 11: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,800 member cities/political subdivisions located throughout Texas. The District pays premiums for its general liability, property, auto and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 12: COMMITMENTS

During the fiscal year, the District executed a contract for architectural services for \$375,400. At year-end, the remaining commitment under the agreement was \$244,010.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

BUDGETARY COMPARISON SCHEDULE GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
PROGRAM REVENUES:				
Inspection and training	\$ 234,500	\$ 221,500	\$ 277,488	\$ 55,988
GENERAL REVENUES:				
Ad Valorem property taxes	5,054,000	5,114,000	5,122,959	8,959
Sales taxes	850,000	1,136,826	1,136,827	1
Grants	25,815	864,237	816,884	(47,353)
Other	45,000	93,605	91,927	(1,678)
Interest	5,000	5,000	3,961	(1,039)
	<u>5,979,815</u>	<u>7,213,668</u>	<u>7,172,558</u>	<u>(41,110)</u>
Total revenues	<u>6,214,315</u>	<u>7,435,168</u>	<u>7,450,046</u>	<u>14,878</u>
EXPENDITURES:				
Personnel and related expenses	4,571,706	5,106,320	4,942,333	163,987
Firefighting and related expenses	516,500	716,000	712,191	3,809
Tax collection expenses	32,000	40,400	40,357	43
Professional services	35,500	26,000	24,475	1,525
Administrative	77,500	104,000	106,756	(2,756)
Insurance	57,500	67,500	84,736	(17,236)
Capital outlay	167,000	244,991	2,984,840	(2,739,849)
Debt service	699,294	727,114	722,988	4,126
	<u>6,157,000</u>	<u>7,032,325</u>	<u>9,618,676</u>	<u>(2,586,351)</u>
Revenues over/(under) expenditures	57,315	402,843	(2,168,630)	(2,571,473)
OTHER FINANCING SOURCES				
Proceeds from debt	<u>-</u>	<u>-</u>	2,775,089	2,775,089
NET CHANGE IN FUND BALANCE	57,315	402,843	606,459	203,616
BEGINNING FUND BALANCE	<u>2,485,578</u>	<u>2,485,578</u>	<u>2,485,578</u>	<u>-</u>
ENDING FUND BALANCE	<u><u>\$ 2,542,893</u></u>	<u><u>\$ 2,888,421</u></u>	<u><u>\$ 3,092,037</u></u>	<u><u>\$ 203,616</u></u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIO'S
FOR THE YEAR ENDED SEPTEMBER 30, 2022*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>Year Ended December 31,</u>							
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total pension liability								
Service cost	\$ 445,035	\$ 346,900	\$ 309,258	\$ 249,907	\$ 193,206	\$ 111,333	\$ 72,093	\$ 50,452
Interest on total liability	271,828	204,215	129,899	94,274	59,517	28,417	19,317	7,927
Effect of plan changes	-	-	447,631	-	64,202	90,408	7,665	22,352
Effect of assumption changes or inputs	49,162	290,285	-	-	(11,777)	-	1,015	-
Effect of economic/demographic (gains) or losses	314,423	115,964	(3,180)	44,626	74,753	62,314	(47,049)	55,977
Benefit payments/refunds of employee contributions	-	-	(7,371)	(9,296)	(5,757)	-	-	-
Net change in total pension liability	<u>1,080,448</u>	<u>957,364</u>	<u>876,237</u>	<u>379,511</u>	<u>374,143</u>	<u>292,472</u>	<u>53,041</u>	<u>136,708</u>
Total pension liability - beginning	<u>3,131,643</u>	<u>2,174,279</u>	<u>1,298,043</u>	<u>918,532</u>	<u>544,388</u>	<u>251,917</u>	<u>198,876</u>	<u>62,167</u>
Total pension liability - ending (a)	<u>\$ 4,212,091</u>	<u>\$ 3,131,643</u>	<u>\$ 2,174,280</u>	<u>\$ 1,298,043</u>	<u>\$ 918,532</u>	<u>\$ 544,389</u>	<u>\$ 251,917</u>	<u>\$ 198,875</u>
Plan fiduciary net position								
Contributions - employer	\$ 384,814	\$ 319,196	\$ 197,739	\$ 186,567	\$ 132,054	\$ 75,236	\$ 46,980	\$ 28,781
Contributions - employee	233,287	192,331	174,790	155,473	126,984	76,615	46,751	38,948
Net investment income	558,684	159,645	163,098	(8,619)	55,255	13,554	(723)	1,371
Benefit payments/refunds of employee contributions	-	-	(7,371)	(9,296)	(5,757)	-	-	-
Administrative expenses	(1,847)	(1,625)	(1,170)	(800)	(440)	(147)	(98)	(40)
Other	<u>18,123</u>	<u>15,289</u>	<u>12,716</u>	<u>9,980</u>	<u>3,390</u>	<u>7,991</u>	<u>(12)</u>	<u>(3)</u>
Net change in plan fiduciary net position	<u>1,193,061</u>	<u>684,836</u>	<u>539,802</u>	<u>333,305</u>	<u>311,485</u>	<u>173,249</u>	<u>92,898</u>	<u>69,057</u>
Plan fiduciary net position - beginning	<u>2,220,065</u>	<u>1,535,229</u>	<u>995,427</u>	<u>662,123</u>	<u>350,637</u>	<u>177,389</u>	<u>84,490</u>	<u>15,433</u>
Plan fiduciary net position - ending (b)	<u>3,413,126</u>	<u>2,220,065</u>	<u>1,535,229</u>	<u>995,427</u>	<u>662,123</u>	<u>350,638</u>	<u>177,389</u>	<u>84,489</u>
Net pension liability (a) - (b)	<u>\$ 798,965</u>	<u>\$ 911,578</u>	<u>\$ 639,051</u>	<u>\$ 302,616</u>	<u>\$ 256,409</u>	<u>\$ 193,751</u>	<u>\$ 74,528</u>	<u>\$ 114,385</u>
Plan fiduciary net position as a % of the total								
pension liability	81.03%	70.89%	70.61%	76.69%	72.08%	64.41%	70.42%	42.48%
Covered employee payroll	\$ 3,332,665	\$ 2,747,592	\$ 2,497,006	\$ 2,221,036	\$ 1,814,059	\$ 1,532,299	\$ 1,168,774	\$ 973,712
Net pension liability as % of covered-employee payroll	23.97%	33.18%	25.59%	13.62%	14.13%	12.64%	6.38%	11.75%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2022 - Valuation Date 12/31/21.

See Independent Auditor's Report

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2022*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Actuarially determined contribution**	\$ 471,717	\$ 381,710	\$ 197,739	\$ 186,567	\$ 131,519	\$ 75,236	\$ 46,980	\$ 27,751
Contributions in relation to the actuarially determined contribution	471,717	381,710	197,739	186,867	132,054	75,236	46,980	28,781
Contribution deficiency (excess)	-	-	-	(300)	(535)	-	-	(1,030)
Covered-employee payroll	3,598,824	3,270,124	2,497,006	2,221,036	1,814,059	1,532,299	1,168,774	973,712
Contributions as a percentage of covered-employee payroll	13.11%	11.67%	7.92%	8.41%	7.28%	4.91%	4.02%	2.96%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

**TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: December 31, 2021

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	13.7 years (based on contribution rate calculated in 12/31/20 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation
Investment rate of Return	8.00 net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in Assumptions and Methods	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected.
Changes in Plan Provisions	2015: Employer contributions reflect that the current service matching rate was increased to 150% for future benefits. 2016: Employer contributions reflect that the member contribution rate was increased to 5%. 2017: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 175% for future benefits. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits. 2019: No changes in plan provisions were reflected in the schedule. 2020: Employer contributions reflect that the current service matching rate was increased to 250% for future benefits and the prior service



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve a 30-day extension for Hays County Emergency Services District #3 for the filing of their Fiscal Year 2022 audit report. **SHELL/VILLARREAL-ALONZO**

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 commissioners court may extend up to an additional 30 days the deadline for filing the audit report. The District bookkeeper is out on leave and the District has hired a consultant to assist in the completion of the annual financial statements. The District's external auditors, Montemayor Britton Bender PC, have notified the District that there will be a delay in completing the audit report and requested the extension.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize a purchasing waiver and approve \$384.00 in additional funding for consumable items related to the Mental Health First Aid Course held on May 16, 2023. **BECERRA**

Summary:

On April 11, 2023, the Commissioners Court authorized the use of \$600 from contingencies to purchase consumables to provide lunch and drinks for the Mental Health First Aid Course. This course was held at the County Courthouse in conjunction with the Core Four Partnership and Hill Country MHDDC. Hays County was in charge of providing lunch and drinks (including tip) which was anticipated to have 30 attendees participate in this training, however, the final attendance was 70. Due to the unanticipated increase in attendance, the cost exceeded the threshold for obtaining quotes. Authorization to waive the purchasing policy is requested.

Fiscal Impact:

Amount Requested: \$384

Line Item Number: 001-645-00.5399

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Possible funding source, County-Wide contingencies

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a purchasing waiver to obtaining 3 quotes.

G/L Account Validated Y/N?: Yes, Contingencies

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2023 mid-year financial reporting. **BECERRA/DORSETT**

Summary:

Budget Amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

Fiscal Impact:

Amount Requested: No additional funds required
Line Item Number: Various

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: Yes
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an agreement between Hays County Building Maintenance and Stanley Allegion Access Technologies LLC for the preventative maintenance and repairs of the four (4) Stanley Automatic doors at the Public Safety Building; authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY**

Summary:

The Hays County Public Safety Building has four Stanley brand Automatic (handicap accessible) doors that require preventative maintenance and repairs to the automatic opening mechanisms and door structure. This agreement includes one (1) annual 14-point preventative maintenance/safety inspection for each door, and includes all standard travel, labor, and parts. This agreement also covers parts such as the motor, gearbox, control box, activation devices, belts, pulleys, etc. Funding for this agreement has been identified in the Building Maintenance Operating budget. This agreement will run from 5/23/2023 through 9/30/2023.

Fiscal Impact:

Amount Requested: \$1,026.97

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the purchasing policy of 3 quotes

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

New Revenue Y/N?: N/A

Comments:

Attachments

Stanley Agreement - PSB

Stanley Sole Source Letter



Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC**.

Service Proposal

Proposal #: Q-114567

Created For

HAYS COUNTY PUBLIC SAFETY BUILDING

Othon Aguirre

5/11/2023

Service Agreement

Date: 5/11/2023

Proposal Valid From: 5/11/2023 to 8/9/2023

Proposal Number: Q-114567

Service Location:

HAYS COUNTY PUBLIC SAFETY BUILDING
810 STAGECOACH TRL
SAN MARCOS, TX 78666-5073
Account Number: 10623430
Othon Aguirre
512-969-0848

Bill To:

HAYS COUNTY PUBLIC SAFETY BUILDING;
810 STAGECOACH TRL
SAN MARCOS, TX 78666-5073
Account Number: 10623430

Allegion Access Technologies LLC shall provide Services as indicated within the attached document and in accordance with the attached Service Agreement Terms and Conditions and work scope documents which form a part of this Agreement:

Annual Fee: All for the annual sum of U.S. Dollar 1,026.97 (excludes applicable taxes) (4) doors.

Period of Agreement: The service(s) described in this Agreement shall begin on 5/23/2023 and shall continue for a period of zero (0) months or end 9/30/2023.

Payment Terms: Net 30 Days - payable in advance.

Periodic Billing Frequency: Annual

This proposal and the pages attached shall become an Agreement only upon signature below by Allegion Access Technologies LLC and CUSTOMER. The CUSTOMER's purchase order or an approved payment option will also be accepted. No waiver or modification of any terms or conditions of this Agreement shall be binding on Allegion Access Technologies LLC unless made in writing and signed by an authorized representative of Allegion Access Technologies LLC.

By and Between:

Allegion Access Technologies LLC

HAYS COUNTY PUBLIC SAFETY BUILDING Acceptance

Signature:

Signature:

Print Name: _____
Elena Holmes
Title: _____
Service Sales Advisor
Date: _____
5/11/2023
Phone: _____
346-236-9568

Print Name: _____
Title: _____
Date: _____
P.O. No: _____
Email: _____

Special Conditions

These Special Conditions are incorporated by reference into and made a part of this Agreement. Proposal No. Q-114567, Dated 5/11/2023.

- Work done outside of the contract either in normal working hours or after hours will be on the current prevailing labor rates for the local branch. Normal working hours are 7:30-4:30 M-F.
- All emergency calls received during normal hours or after 4:30 will be charged at current branch OT rates.
- Current branch DT rates will apply for Sundays and Holidays. Allegion Access provides 24/7/365 emergency service as requested by customer.
- Secured Areas – Customer agrees to provide free access to secure areas as may be necessary for Allegion to perform the required inspections without delay upon arrival at the Customer's premises. Customer agrees to provide all necessary security credentials for Allegion Personnel and Allegion agrees to abide by all Customer security procedures and policies or Customer may elect to provide a Security Escort for all Allegion personnel as may be required and for the duration of the scheduled inspections.
- Daily Safety Checks. During the term of this Agreement, Customer shall perform a daily safety inspection of all of the automatic door equipment ("Equipment") covered hereunder in accordance with any instructions, guidelines, and/or specifications regarding Equipment including, but not limited to instructions outlined at <https://www.aaadm.com/daily-safety-check/index.html>. In the event that Customer becomes aware that any of the Equipment is malfunctioning or otherwise not working properly or that any unsafe condition exists with respect to the Equipment, Customer shall immediately remove such Equipment from service to mitigate any damage or risk thereof and immediately notify Allegion of such malfunction or unsafe condition. Customer acknowledges that it retains the care, custody and control of the covered doors and, other than performing the specific scope of work outlined in this Agreement, Allegion shall not maintain the doors or perform repairs unless the Parties agree to have Allegion perform corrective work as specifically outlined in writing.
- Warranty. Allegion warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) Allegion further warrants to Customer that any Parts (i) shall be free of any liens, (ii) shall, for a period of one (1) year from original installation on new Allegion products, 90 days on non-Allegion products and rebuilt products, be free of defects in materials, and (iii) labor related thereto shall be warranted for thirty (30) days from the date of original installation. The Warranty does not apply to defects caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing or service by Customer or a third party or acts of God. Customer's sole remedy, and Allegion's sole liability, for a breach of the Warranty regarding Services is for Allegion, at its option, to re-perform the Services, repair or replace the Parts. Allegion's obligations herein are contingent upon (i) Customer making any claim under this warranty within the applicable warranty period, (ii) such claim includes detailed explanation of any alleged deficiencies, (iii) Allegion is given a reasonable opportunity to investigate all claims; and (iv) Allegion's examination of the Part or Service confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration, service or repair or improper testing by Customer or a third party or an act of God. EXCEPT AS SET FORTH ABOVE, ALLEGION MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

Scope: This PEAK PERFORMANCE PLT Plan includes 1 annual 14pt. PM/ Safety Inspection for each door (see Door Inventory List) PLUS all standard TRAVEL/LABOR/PARTS excluding wear items (see Covered Parts), to ensure doors are safe, operational and compliant with ANSI/BHMA Safety Standards.

Parts Covered List

Parts covered as part of this agreement:

- Motor
- Gearbox
- Control Box
- Interface Board
- Harnesses
- Activation Devices
 - o Presence Sensors
 - o Motion Detectors
 - o Switches
 - o Mats
 - o Remote
- Locks (Stanley only)
- Mat Trim
- Belts
- Pulleys
- Rollers
- Operator

Components and parts that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each inspection. If the component or part is covered under parts coverage provided under this agreement, said part or component will be replaced at no charge to CUSTOMER including labor and travel during normal business hours.

Parts not covered unless stated as a special condition:

Weather-stripping, Frames/Doors, Thresholds, Pivots, Rails-Rail Shoes, Fingerguards, Glass-Glass Stops, electric Strikes/Panic Devices, Crash Bars, Floor Surface, Decals, Card Readers, Bottom Guides, and Bottom Track. Any parts related to retrofits or upgrades are excluded.

For any equipment requiring repair or replacement that is not covered as indicated above, or is caused by an Act of God, or abuse, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to, Junction Boxes, Paint, Wiring, Conduit, Electrical Boxes and Electricity supply are not covered under this Agreement.

Replaced components will be new or rebuilt and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Authorities Having Jurisdiction. At Allegion Access Technologies LLC's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Allegion Access Technologies LLC

Door Inventory List

QTY	Door ID	Equipment Location	Manufacturer	Coverage	Price
1.0	A1662482	LH ENTRANCE DUAL	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	272.68
1.0	A1662483	LH ENTRANCE	Stanley Swing Operator - Single	Parts and Labor (SATPMPL)	240.80
1.0	A1662484	RH INTERIOR ENTRANCE	Stanley Swing Operator - Single	Parts and Labor (SATPMPL)	240.80
1.0	A1662485	RH EXTERIOR ENTRANCE DUAL	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	272.69
TOTAL:					USD 1,026.97

Terms and Conditions

Allegion Access Technologies LLC (hereinafter "Company") - Service Legal Terms and Conditions

1. Acceptance. These terms and conditions ("Terms") and any Service Quotation or any agreement signed by an authorized representative of each party (each, a "Service Contract") to which these Terms are attached, any Company acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("Company Documents" and together with these Terms and the relevant Service Contract, the "Agreement"), constitute the complete terms governing the sale of services ("Services") and replacement parts ("Parts") by the Company to customer purchasing from the Company ("Customer"). The Company HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR ON CUSTOMER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement required to access a website or on a website will have any binding effect whether the Company clicks on an "ok," "I accept," or similar acknowledgment. Terms contained or referenced in Customer facility sign-in logs, safety waivers or other similar documentation are hereby rejected and shall not have any binding effect on the Company or its employees. Customer's order of any Services or acceptance of delivery of any Parts manifests Customer's assent to the Agreement. Additional or different terms applicable to a sale may be specified in the body of a Company Document or agreed to in writing by the parties in a Service Contract. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized Company representative in a Service Contract; (b) the Company Document terms; (c) these Terms.

2. Pricing; Payment. Prices and rates are in local currency and are subject to change without notice, unless otherwise set forth in a Service Contract. Unless otherwise stated on a Service Contract, all payments are due within 30 days of the invoice date. The Company may withhold Services and Parts for past-due invoices. If an invoice is past due for 60 days or more, the Company may terminate the applicable Service Contract or this Agreement and Customer will owe, in addition to the past due invoice amounts, for any Service that is performed during the non-payment period at the Company Rates, as defined herein, and standard Parts rates. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less. Customer shall reimburse the Company for all costs and expenses (including attorney's fees) in collecting any overdue amounts and enforcing the terms hereof.

3. Service. The Company will perform Services and provide Parts as set forth in the applicable Service Contract through its Service Account Manager or other authorized individual. The Company will perform the Services during the days and hours listed on the Service Contract ("Business Hours") at no additional cost to Customer. Unless otherwise set forth in the Service Contract, additional charges apply for (i) Services and travel time performed at Customer's request outside of Business Hours, (ii) transportation and handling charges as set forth in the Service Contract, (iii) any other Services which the Company performs for Customer at the Customer's request not specifically included in the Service Contract. Permits required for performance of the Services are the responsibility of the Customer or the applicable third-party contractor. Taxes, if applicable, shall be assessed at rates in effect at time of invoicing. To avoid the imposition of state sales and/or use taxes, Customer must supply the Company with a "Tax Exemption Certificate" or appropriate other exemption certificate prior to shipment, otherwise Customer shall remain responsible for any and all state sales and/or use taxes, and Customer shall pay such tax or expense directly to the Company.

4. Term; Cancellation. Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the Commencement Date and shall continue for a period as specified in the applicable Service Contract. The Company or Customer may terminate this Agreement at any time with thirty (30) days prior written notice to the other party; provided that if the Customer terminates under this sentence, Customer shall remain obligated to pay for all services performed by the Company through the date of termination.

5. Parts. If the Customer has selected the Peak Performance - comprehensive Parts and Labor option, the extent to which the cost of parts for any equipment will not be billed separately to the Customer shall be indicated in "Parts Coverage" on the Equipment Inventory. Replacement parts are provided on a new, exchange (refurbished), or functionally equivalent basis, at the Company's option. Replaced parts and assemblies shall become the property of the Company upon removal. For Parts installed by the Company, title and risk of loss transfers to Customer upon installation. Should Customer request expedited freight, the Company will expedite the Parts at Customer's cost. In the event this Agreement is for the Customer's purchase of "parts-only", Customer hereby acknowledges that the Company strongly recommends that only an AAADM certified technician perform service, maintenance, repairs or other work to automatic door systems, including any components therein. The Company shall not be responsible for how products are used or installed and the part's conformance or the automatic door system's compliance with local or regional codes or regulations, including ANSI 156.10. An automatic door system that does not conform to codes or regulations, including ANSI 156.10 can cause serious damage to property as well as serious personal injury or death. In no event will the Company be responsible for any loss or damage arising out of Customer's improper selection, misapplication or misuse of a part furnished by the Company.

6. Indemnity. The Company agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the negligence or willful misconduct of the Company or its employees, (ii) the Company's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual or proprietary right directly based on the Services provided, however, the Company shall have no duties under this paragraph where the Services have been modified by any party other than the

Company. The above obligations are contingent upon (i) Customer supplying the Company written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with the Company in the defense and settlement of such claim; and (iii) Customer allowing the Company the right to defend and settle such claim.

7. Insurance. The Company carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of \$2,000,000 per occurrence, \$4,000,000 aggregate, \$4,000,000 products and completed operations aggregate with Customer as an additional insured, iv) commercial auto liability with combined single limits of \$1,000,000 per accident for owned, hired and non-owned vehicles. The Company will provide evidence of insurance upon request of Customer and add Customer as a named insured and certain designated parties as additional insured parties.

8. Warranty. See Special Conditions.

9. Exclusions. Unless otherwise specified in a Service Contract, the following is not included in the scope of coverage and will be subject to additional charges: any repair costs, including labor, parts and travel expense required due to damage by fire, water, burglary, accident, abuse, acts of God, acts of terrorism, failure of Customer to operate or maintain equipment in conformity with the Company's or other manufacturer's recommended operating and maintenance instructions, inappropriate or improper use, improper water conditions, failure due to improper cleaning, adjustment, service or repair of the Company equipment by any Customer or any third party. The Company shall have no obligation to provide Service or Parts under this Agreement for any equipment that is damaged due to any of the above causes. Any such repairs shall be at then-current Company Rates. The Company reserves the right to refuse to provide replacement parts for or provide any Services with respect to any equipment, or parts or components for equipment that are beyond their standard or recommended useful life (as determined by the Company). The Company is not responsible for any losses, claims, damages or expenses related to Customer's continue use of any equipment, parts and/or components after its End of Life.

10. Customer Responsibilities. For any on-site Service, Customer shall: a. Prepare the Site for the Services. If the Site is not prepared or ready for the Services upon Company service personnel's arrival at the agreed upon time and date, the Company may charge Customer for any delay and/or travel time at the Company Rates; b. Provide the Company with at least 30 days' written notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Customer's local jurisdiction; c. Provide at least one business day notice of cancellation of any Service order. If Customer cancels with less than 24 hours' notice, Customer is responsible for any costs incurred by the Company caused by such cancellation. If the Company travels to Customer's location and Customer cancels thereafter, Customer may incur an additional cancellation charge. The Customer shall perform a daily safety inspection of all the Equipment as outlined in the Special Conditions section hereof. No insurer or other third party will have any subrogation rights against the Company. CUSTOMER represents and warrants that, except as otherwise disclosed to the Company in writing, as to the areas where the Company will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER SHALL INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED THE COMPANY. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON THE COMPANY'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE VALUE OF THIS AGREEMENT.

12. Company Personnel. Customer will not directly solicit, offer work to, employ, or contract with any of the Company's employees while the Company provides Services hereunder and for a period of twelve (12) months after the conclusion of such Services.

13. Notice. Delivery of any notice by a party shall be legally valid and effective through: (i) delivering the document through personal delivery; (ii) delivering the document through commercial delivery with delivery confirmation (e.g. FedEx, UPS, USPS); (iii) transmitting the document by electronic mail in "portable document format" (i.e., ".pdf"), or other electronically scanned format; or (iv) delivering the document by electronic means with delivery confirmation (e.g., DocuSign®).

Notice Address for the Company:
Allegion Access Technologies LLC
65 Swamp Scott Road
Farmington, CT 06032
Attn: Legal Department

Email: Charles.casella@sbdinc.com

14. Miscellaneous. (a) Except for payment obligations, neither party will be responsible for failure to perform in a timely manner under the Agreement when such failure results from events beyond its reasonable control (each an "Event of Force Majeure"), including acts of God, acts of war, blockades, labor disputes and Part shortages. For each Event of Force Majeure, the affected party's time for performance will extend for such time as reasonably necessary to enable that party to perform. (b) Nothing in the Agreement or the course of dealing of the parties may be construed to create a partnership, joint venture, or agency or as authorizing either party to obligate the other in any manner. (c) The Agreement may not be assigned or transferred by Customer without the Company's prior written consent, (d) if any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will remain enforceable and in full force and effect (e) Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs Work or provides Services is located, without regard to choice of law principles. Customer and the Company each consent to the exclusive jurisdiction of the state and federal courts located in the jurisdiction in which the Building is located. In connection with any claim arising out of this Contract, Customer or the Company, whichever is the prevailing party, is entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party. The arbitrator shall have no authority to amend or modify the Terms and Conditions of Sale or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. (f) If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect. (g) The parties have agreed that this Agreement is drafted in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. Les parties ont convenu que la présente entente soit rédigée en langue anglaise seulement, laquelle version anglaise aura préséance à tous égards, et toute version dans une autre langue ne liera pas les parties. Toute communication et avis donné en vertu de la présente entente doivent être en langue anglaise. (h) The Agreement constitutes the entire agreement between the parties and any of their affiliates with respect to the Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto.

(Revised 04/05/2023)



STANLEY
Access Technologies
Part of the Allegion family of brands

May 9, 2023

**Wendy Miller
Service Manager
Access Technologies
9777 W. Gulf Bank Rd
Suite 300
Houston, TX 77040
281-925-3310**

To Whom it May Concern,

Allegion Access Technologies LLC, FKA Stanley Access Technologies LLC manufactures Stanley automatic door products. In addition, we also install and service our product. In the South TX area, we are the only factory service representative for our product and parts. Should you have an issue with your Stanley automatic doors and equipment, please contact our National Service Center @ 888-366-7444 to request service 24/7.

Thank you for choosing Stanley,

Sincerely,

Wendy Miller

Wendy Miller

Service Manager

KRYPTONITE ■ LCN ■ SCHLAGE ■ STEELCRAFT ■ VON DUPRIN

Stanley Access Technologies is part of the Allegion family of brands
stanleyaccess.com | allegion.com





Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an agreement between Hays County Building Maintenance and Stanley Allegion Access Technologies LLC for the preventative maintenance and repairs of the nine (9) Stanley Automatic doors at the Government Center; authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY**

Summary:

The Hays County Government Center has nine Stanley brand Automatic (handicap accessible) doors that require preventative maintenance and repairs to the automatic opening mechanisms and door structure. This agreement includes one (1) annual 14-point preventative maintenance/safety inspection for each door, and includes all standard travel, labor, and parts. This agreement also covers parts such as the motor, gearbox, control box, activation devices, belts, pulleys, etc. Funding for this agreement has been identified in the Building Maintenance Operating budget. This agreement will run from 5/23/2023 through 9/30/2023.

Fiscal Impact:

Amount Requested: \$2,219.35

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the purchasing policy of 3 quotes

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

New Revenue Y/N?: N/A

Comments:

Attachments

Stanley Agreement - GC

Stanley Sole Source Letter



Note: Please ensure that POs, contracts, payments, and other legal documents are issued to **Allegion Access Technologies LLC**.

Service Proposal

Proposal #: Q-114559

Created For
HAYS COUNTY GOVERNMENT COMPLEX
Othon Aguirre
5/11/2023

Service Agreement

Date: 5/11/2023

Proposal Valid From: 5/11/2023 to 8/9/2023

Proposal Number: Q-114559

Service Location:

HAYS COUNTY GOVERNMENT COMPLEX
712 S STAGECOACH TRL
SAN MARCOS, TX 78666-5999
Account Number: 10370119
Othon Aguirre
512-969-0848

Bill To:

HAYS COUNTY GOVERNMENT COMPLEX;
712 S STAGECOACH TRL
SAN MARCOS, TX 78666-5999
Account Number: 10370119

Allegion Access Technologies LLC shall provide Services as indicated within the attached document and in accordance with the attached Service Agreement Terms and Conditions and work scope documents which form a part of this Agreement:

Annual Fee: All for the annual sum of U.S. Dollar 2,219.35 (excludes applicable taxes) (9) doors.

Period of Agreement: The service(s) described in this Agreement shall begin on 5/23/2023 and shall continue for a period of zero (0) months or end 9/30/2023.

Payment Terms: Net 30 Days - payable in advance.

Periodic Billing Frequency: Annual

This proposal and the pages attached shall become an Agreement only upon signature below by Allegion Access Technologies LLC and CUSTOMER. The CUSTOMER's purchase order or an approved payment option will also be accepted. No waiver or modification of any terms or conditions of this Agreement shall be binding on Allegion Access Technologies LLC unless made in writing and signed by an authorized representative of Allegion Access Technologies LLC.

By and Between:

Allegion Access Technologies LLC

HAYS COUNTY GOVERNMENT COMPLEX Acceptance

Signature:

Signature:

Print Name: _____
Elena Holmes
Title: _____
Service Sales Advisor
Date: _____
5/11/2023
Phone: _____
346-236-9568

Print Name: _____
Title: _____
Date: _____
P.O. No: _____
Email: _____

Special Conditions

These Special Conditions are incorporated by reference into and made a part of this Agreement. Proposal No. Q-114559, Dated 5/11/2023.

- Work done outside of the contract either in normal working hours or after hours will be on the current prevailing labor rates for the local branch. Normal working hours are 7:30-4:30 M-F.
- All emergency calls received during normal hours or after 4:30 will be charged at current branch OT rates.
- Current branch DT rates will apply for Sundays and Holidays. Allegion Access provides 24/7/365 emergency service as requested by customer.
- Secured Areas – Customer agrees to provide free access to secure areas as may be necessary for Allegion to perform the required inspections without delay upon arrival at the Customer's premises. Customer agrees to provide all necessary security credentials for Allegion Personnel and Allegion agrees to abide by all Customer security procedures and policies or Customer may elect to provide a Security Escort for all Allegion personnel as may be required and for the duration of the scheduled inspections.
- Daily Safety Checks. During the term of this Agreement, Customer shall perform a daily safety inspection of all of the automatic door equipment ("Equipment") covered hereunder in accordance with any instructions, guidelines, and/or specifications regarding Equipment including, but not limited to instructions outlined at <https://www.aaadm.com/daily-safety-check/index.html>. In the event that Customer becomes aware that any of the Equipment is malfunctioning or otherwise not working properly or that any unsafe condition exists with respect to the Equipment, Customer shall immediately remove such Equipment from service to mitigate any damage or risk thereof and immediately notify Allegion of such malfunction or unsafe condition. Customer acknowledges that it retains the care, custody and control of the covered doors and, other than performing the specific scope of work outlined in this Agreement, Allegion shall not maintain the doors or perform repairs unless the Parties agree to have Allegion perform corrective work as specifically outlined in writing.
- Warranty. Allegion warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) Allegion further warrants to Customer that any Parts (i) shall be free of any liens, (ii) shall, for a period of one (1) year from original installation on new Allegion products, 90 days on non-Allegion products and rebuilt products, be free of defects in materials, and (iii) labor related thereto shall be warranted for thirty (30) days from the date of original installation. The Warranty does not apply to defects caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing or service by Customer or a third party or acts of God. Customer's sole remedy, and Allegion's sole liability, for a breach of the Warranty regarding Services is for Allegion, at its option, to re-perform the Services, repair or replace the Parts. Allegion's obligations herein are contingent upon (i) Customer making any claim under this warranty within the applicable warranty period, (ii) such claim includes detailed explanation of any alleged deficiencies, (iii) Allegion is given a reasonable opportunity to investigate all claims; and (iv) Allegion's examination of the Part or Service confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration, service or repair or improper testing by Customer or a third party or an act of God. EXCEPT AS SET FORTH ABOVE, ALLEGION MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).
- Scope includes one (1) scheduled PM inspection(s) for doors referenced on Door Inventory List PLUS all standard TRAVEL/LABOR/PARTS excluding wear items (see Covered Parts), to ensure doors are safe, operational and compliant with ANSI/BHMA Safety Standards.

Parts Covered List

Parts covered as part of this agreement:

- Motor
- Gearbox
- Control Box
- Interface Board
- Harnesses
- Activation Devices
 - o Presence Sensors
 - o Motion Detectors
 - o Switches
 - o Mats
 - o Remote
- Locks (Stanley only)
- Mat Trim
- Belts
- Pulleys
- Rollers
- Operator

Components and parts that are found to be defective, have failed operationally or which exhibit signs of near term failure will be identified during each inspection. If the component or part is covered under parts coverage provided under this agreement, said part or component will be replaced at no charge to CUSTOMER including labor and travel during normal business hours.

Parts not covered unless stated as a special condition:

Weather-stripping, Frames/Doors, Thresholds, Pivots, Rails-Rail Shoes, Fingerguards, Glass-Glass Stops, electric Strikes/Panic Devices, Crash Bars, Floor Surface, Decals, Card Readers, Bottom Guides, and Bottom Track. Any parts related to retrofits or upgrades are excluded.

For any equipment requiring repair or replacement that is not covered as indicated above, or is caused by an Act of God, or abuse, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to, Junction Boxes, Paint, Wiring, Conduit, Electrical Boxes and Electricity supply are not covered under this Agreement.

Replaced components will be new or rebuilt and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Authorities Having Jurisdiction. At Allegion Access Technologies LLC's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Allegion Access Technologies LLC

Door Inventory List

QTY	Door ID	Equipment Location	Manufacturer	Coverage	Price
1.0	A642336	SOUTH ENTRANCE DOOR	Stanley Swing Operator - Single	Parts and Labor (SATPMPL)	235.20
1.0	A623330	EXTERIOR FRONT EMPLOYEE ENTRANCE	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A623329	INTERIOR FRONT EMPLOYEE ENTRANCE	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A642341	EMPLOYEE ENTRANCE JUV. PRBN EXT DOOR	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A623304	EMPLOYEE ENTRANCE JUV. PRBN INT DOOR	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A623399	EMPLOYEE ENTRANCE ADULT PRBN EXTERIOR	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A623398	EMPLOYEE ENTRANCE ADULT PRBN INTERIOR	Stanley Swing Operator - Dual	Parts and Labor (SATPMPL)	266.35
1.0	A623328	SOUTH MAIN ENTRANCE REVOLVER	Competitive Revolving Door- Manual	Inspection Only (SATPMINSP)	172.90
1.0	A1667868	ELECTED OFFICIAL PARKING DOOR	Stanley Swing Operator LE - Single	Parts and Labor (SATPMPL)	213.15
TOTAL:					USD 2,219.35

Terms and Conditions

Allegion Access Technologies LLC (hereinafter "Company") - Service Legal Terms and Conditions

1. Acceptance. These terms and conditions ("Terms") and any Service Quotation or any agreement signed by an authorized representative of each party (each, a "Service Contract") to which these Terms are attached, any Company acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("Company Documents" and together with these Terms and the relevant Service Contract, the "Agreement"), constitute the complete terms governing the sale of services ("Services") and replacement parts ("Parts") by the Company to customer purchasing from the Company ("Customer"). The Company HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR ON CUSTOMER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement required to access a website or on a website will have any binding effect whether the Company clicks on an "ok," "I accept," or similar acknowledgment. Terms contained or referenced in Customer facility sign-in logs, safety waivers or other similar documentation are hereby rejected and shall not have any binding effect on the Company or its employees. Customer's order of any Services or acceptance of delivery of any Parts manifests Customer's assent to the Agreement. Additional or different terms applicable to a sale may be specified in the body of a Company Document or agreed to in writing by the parties in a Service Contract. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized Company representative in a Service Contract; (b) the Company Document terms; (c) these Terms.

2. Pricing; Payment. Prices and rates are in local currency and are subject to change without notice, unless otherwise set forth in a Service Contract. Unless otherwise stated on a Service Contract, all payments are due within 30 days of the invoice date. The Company may withhold Services and Parts for past-due invoices. If an invoice is past due for 60 days or more, the Company may terminate the applicable Service Contract or this Agreement and Customer will owe, in addition to the past due invoice amounts, for any Service that is performed during the non-payment period at the Company Rates, as defined herein, and standard Parts rates. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less. Customer shall reimburse the Company for all costs and expenses (including attorney's fees) in collecting any overdue amounts and enforcing the terms hereof.

3. Service. The Company will perform Services and provide Parts as set forth in the applicable Service Contract through its Service Account Manager or other authorized individual. The Company will perform the Services during the days and hours listed on the Service Contract ("Business Hours") at no additional cost to Customer. Unless otherwise set forth in the Service Contract, additional charges apply for (i) Services and travel time performed at Customer's request outside of Business Hours, (ii) transportation and handling charges as set forth in the Service Contract, (iii) any other Services which the Company performs for Customer at the Customer's request not specifically included in the Service Contract. Permits required for performance of the Services are the responsibility of the Customer or the applicable third-party contractor. Taxes, if applicable, shall be assessed at rates in effect at time of invoicing. To avoid the imposition of state sales and/or use taxes, Customer must supply the Company with a "Tax Exemption Certificate" or appropriate other exemption certificate prior to shipment, otherwise Customer shall remain responsible for any and all state sales and/or use taxes, and Customer shall pay such tax or expense directly to the Company.

4. Term; Cancellation. Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the Commencement Date and shall continue for a period as specified in the applicable Service Contract. The Company or Customer may terminate this Agreement at any time with thirty (30) days prior written notice to the other party; provided that if the Customer terminates under this sentence, Customer shall remain obligated to pay for all services performed by the Company through the date of termination.

5. Parts. If the Customer has selected the Peak Performance - comprehensive Parts and Labor option, the extent to which the cost of parts for any equipment will not be billed separately to the Customer shall be indicated in "Parts Coverage" on the Equipment Inventory. Replacement parts are provided on a new, exchange (refurbished), or functionally equivalent basis, at the Company's option. Replaced parts and assemblies shall become the property of the Company upon removal. For Parts installed by the Company, title and risk of loss transfers to Customer upon installation. Should Customer request expedited freight, the Company will expedite the Parts at Customer's cost. In the event this Agreement is for the Customer's purchase of "parts-only", Customer hereby acknowledges that the Company strongly recommends that only an AAADM certified technician perform service, maintenance, repairs or other work to automatic door systems, including any components therein. The Company shall not be responsible for how products are used or installed and the part's conformance or the automatic door system's compliance with local or regional codes or regulations, including ANSI 156.10. An automatic door system that does not conform to codes or regulations, including ANSI 156.10 can cause serious damage to property as well as serious personal injury or death. In no event will the Company be responsible for any loss or damage arising out of Customer's improper selection, misapplication or misuse of a part furnished by the Company.

6. Indemnity. The Company agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the negligence or willful misconduct of the Company or its employees, (ii) the Company's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual or proprietary right directly based on the Services provided, however, the Company shall have no duties under this paragraph where the Services have been modified by any party other than the

Company. The above obligations are contingent upon (i) Customer supplying the Company written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with the Company in the defense and settlement of such claim; and (iii) Customer allowing the Company the right to defend and settle such claim.

7. Insurance. The Company carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of \$2,000,000 per occurrence, \$4,000,000 aggregate, \$4,000,000 products and completed operations aggregate with Customer as an additional insured, iv) commercial auto liability with combined single limits of \$1,000,000 per accident for owned, hired and non-owned vehicles. The Company will provide evidence of insurance upon request of Customer and add Customer as a named insured and certain designated parties as additional insured parties.

8. Warranty. See Special Conditions.

9. Exclusions. Unless otherwise specified in a Service Contract, the following is not included in the scope of coverage and will be subject to additional charges: any repair costs, including labor, parts and travel expense required due to damage by fire, water, burglary, accident, abuse, acts of God, acts of terrorism, failure of Customer to operate or maintain equipment in conformity with the Company's or other manufacturer's recommended operating and maintenance instructions, inappropriate or improper use, improper water conditions, failure due to improper cleaning, adjustment, service or repair of the Company equipment by any Customer or any third party. The Company shall have no obligation to provide Service or Parts under this Agreement for any equipment that is damaged due to any of the above causes. Any such repairs shall be at then-current Company Rates. The Company reserves the right to refuse to provide replacement parts for or provide any Services with respect to any equipment, or parts or components for equipment that are beyond their standard or recommended useful life (as determined by the Company). The Company is not responsible for any losses, claims, damages or expenses related to Customer's continue use of any equipment, parts and/or components after its End of Life.

10. Customer Responsibilities. For any on-site Service, Customer shall: a. Prepare the Site for the Services. If the Site is not prepared or ready for the Services upon Company service personnel's arrival at the agreed upon time and date, the Company may charge Customer for any delay and/or travel time at the Company Rates; b. Provide the Company with at least 30 days' written notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Customer's local jurisdiction; c. Provide at least one business day notice of cancellation of any Service order. If Customer cancels with less than 24 hours' notice, Customer is responsible for any costs incurred by the Company caused by such cancellation. If the Company travels to Customer's location and Customer cancels thereafter, Customer may incur an additional cancellation charge. The Customer shall perform a daily safety inspection of all the Equipment as outlined in the Special Conditions section hereof. No insurer or other third party will have any subrogation rights against the Company. CUSTOMER represents and warrants that, except as otherwise disclosed to the Company in writing, as to the areas where the Company will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER SHALL INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED THE COMPANY. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON THE COMPANY'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE VALUE OF THIS AGREEMENT.

12. Company Personnel. Customer will not directly solicit, offer work to, employ, or contract with any of the Company's employees while the Company provides Services hereunder and for a period of twelve (12) months after the conclusion of such Services.

13. Notice. Delivery of any notice by a party shall be legally valid and effective through: (i) delivering the document through personal delivery; (ii) delivering the document through commercial delivery with delivery confirmation (e.g. FedEx, UPS, USPS); (iii) transmitting the document by electronic mail in "portable document format" (i.e., ".pdf"), or other electronically scanned format; or (iv) delivering the document by electronic means with delivery confirmation (e.g., DocuSign®).

Notice Address for the Company:
Allegion Access Technologies LLC
65 Swamp Scott Road
Farmington, CT 06032
Attn: Legal Department

Email: Charles.casella@sbdinc.com

14. Miscellaneous. (a) Except for payment obligations, neither party will be responsible for failure to perform in a timely manner under the Agreement when such failure results from events beyond its reasonable control (each an "Event of Force Majeure"), including acts of God, acts of war, blockades, labor disputes and Part shortages. For each Event of Force Majeure, the affected party's time for performance will extend for such time as reasonably necessary to enable that party to perform. (b) Nothing in the Agreement or the course of dealing of the parties may be construed to create a partnership, joint venture, or agency or as authorizing either party to obligate the other in any manner. (c) The Agreement may not be assigned or transferred by Customer without the Company's prior written consent, (d) if any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will remain enforceable and in full force and effect (e) Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs Work or provides Services is located, without regard to choice of law principles. Customer and the Company each consent to the exclusive jurisdiction of the state and federal courts located in the jurisdiction in which the Building is located. In connection with any claim arising out of this Contract, Customer or the Company, whichever is the prevailing party, is entitled to recover from the other party all reasonable costs and expenses incurred by the prevailing party. The arbitrator shall have no authority to amend or modify the Terms and Conditions of Sale or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. (f) If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect. (g) The parties have agreed that this Agreement is drafted in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. Les parties ont convenu que la présente entente soit rédigée en langue anglaise seulement, laquelle version anglaise aura préséance à tous égards, et toute version dans une autre langue ne liera pas les parties. Toute communication et avis donné en vertu de la présente entente doivent être en langue anglaise. (h) The Agreement constitutes the entire agreement between the parties and any of their affiliates with respect to the Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto.

(Revised 04/05/2023)



STANLEY
Access Technologies
Part of the Allegion family of brands

May 9, 2023

**Wendy Miller
Service Manager
Access Technologies
9777 W. Gulf Bank Rd
Suite 300
Houston, TX 77040
281-925-3310**

To Whom it May Concern,

Allegion Access Technologies LLC, FKA Stanley Access Technologies LLC manufactures Stanley automatic door products. In addition, we also install and service our product. In the South TX area, we are the only factory service representative for our product and parts. Should you have an issue with your Stanley automatic doors and equipment, please contact our National Service Center @ 888-366-7444 to request service 24/7.

Thank you for choosing Stanley,

Sincerely,

Wendy Miller

Wendy Miller

Service Manager

KRYPTONITE ■ LCN ■ SCHLAGE ■ STEELCRAFT ■ VON DUPRIN

Stanley Access Technologies is part of the Allegion family of brands
stanleyaccess.com | allegion.com





Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item

Authorize the execution of a resolution of support for participation in the City of Austin's grant application to the Environmental Protection Agency, Climate Pollution Reduction Grant Program. **SMITH/T.CRUMLEY**

Summary

The City of Austin is submitting a grant application to the Environmental Protection Agency's Climate Pollution Reduction Grant program. This program provides funds for climate and environmental planning efforts in the Metropolitan Statistical Area (MSA) which includes the counties of Hays, Travis, Williamson, Bastrop, and Caldwell.

Attachments

Resolution of Support



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, Hays County seeks to join the City of Austin in their application to the Environmental Protection Agency's Climate Pollution Reduction Grant Program application; and

WHEREAS, the Hays County Commissioners Court supports the participation in regional environmental planning efforts in the Metropolitan Statistical Area (MSA) which includes the counties of Hays, Travis, Williamson, Bastrop, and Caldwell; and

WHEREAS, Hays County will actively participate in planning efforts and the creation of a regional Priority Climate Action Plan (PCAP) and Comprehensive Climate Action Plan (CCAP) as required by the grant; 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 participation in the application by the City of Austin to the Climate Pollution Reduction Grant Program

ADOPTED THIS THE 23RD DAY of MAY, 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: 05/23/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve out-of-state travel for Detective Nelson Wray to attend Advanced Mobile Device Examiner on August 21-September 1, 2023, in Hoover, Alabama. **INGALSBE/CUTLER**

Summary

Out-of-state travel is needed to send Detective Nelson Wray to attend Advanced Mobile Device Examiner (AMDE) on August 21-September 1, 2023, in Hoover, Alabama. AMDE is a two-week course designed to provide hands-on experience with mobile devices. Investigators will gain experience with a wide array of mobile devices such as cell phones, GPS units, and tablets, forensics analysis tools, legal issues, and report generation for law enforcement. The course combines instructor-led discussions and practical exercises to teach methodologies and techniques used during investigations involving digital evidence of advanced mobile devices with traditional investigative techniques. Funding for registration and travel expenses, including hotel and per diem, will be paid for by the United States Secret Service.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve out-of-state travel for Detective Nelson Wray to attend Advanced Forensics Training on September 18-29, 2023, in Hoover, Alabama. **INGALSBE/CUTLER**

Summary

Out-of-state travel is needed to send Detective Nelson Wray to attend Advanced Forensics Training (AFT) on September 18-29, 2023, in Hoover, Alabama. AFT is a ten-day course designed to focus on advanced digital forensic data recovery topics, tools, and practices through a combination of lectures, instructor-led demonstrations, and practical exercises. AFT will familiarize Detective Wray with understanding the ramifications of techniques such as steganography and encryption in a forensic environment, using various data recovery tools and techniques to identify and recover information of investigative relevance from digital media and advanced data recovery situations and solutions that may occur in a digital forensic environment. Funding for registration and travel expenses, including hotel and per diem, will be paid for by the United States Secret Service.

**Hays County Commissioners Court**

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

Agenda ItemApprove Utility Permits. **SMITH/INGALSBE/BORCHERDING****Summary**

TRN-2023-5807-UTL	CLWSC Requesting to install a water service line for 831 Scenic Circle Dr. via Road Cut
TRN-2023-6186-UTL	Frontier seeks permission to bore 5214' and then place (46) 11"X11"X16" drop boxes, (16) 17"X30" HHs, (6) 2'X3' HHs, (1) 30"X48" HH, 3681' of (1)-1.25" duct, and 1433' of (2)-1.25" ducts. Work will take place at 100 Heidenreich Lane and various locations.
TRN-2023-5841-UTL	Centric Fiber, LLC / Universal Natural Gas, LLC is proposing to install a 4" gas sleeve for approximately 383 feet and 4" conduit sleeve for approximately 234 feet. The bores will be done in sections across Cold River Run, Five Mile Creek Way, Left Fork Drive, Lassen Drive, and Trout River Road.
TRN-2023-6175-UTL	Frontier Communications proposes to install FIBER OPTIC FOR 4969' OF 1.25" HDPE FIBER, 2" BORE AT 36" OR GREATER DEPTH along GOFORTH RD, CODY LN, JENNIFER DR, DICKERSON RD, JANZET DR, ETC
TRN-2023-5863-UTL	Frontier Communications proposes to install 13050' OF 1.25" HDPE FIBER, 2" BORE AT 36" OR GREATER DEPTH ALONG CLEAR WATER PATH, BLOSSOM VALLEY STRM, PEACOCK TRL, HOT SPRING VALLEY, CRYSTAL CITY CREEK, ETC.

Attachments

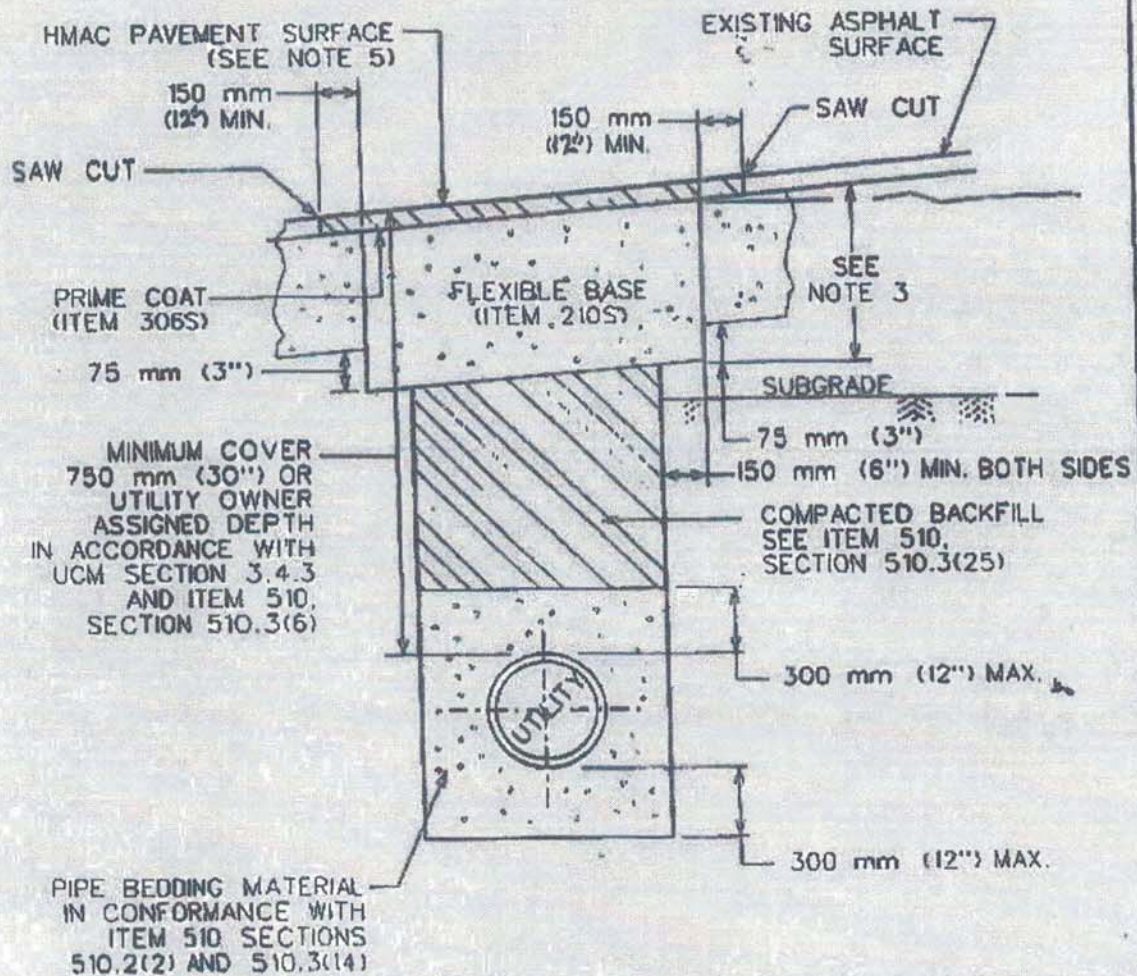
Site Plan
Traffic Control
Permit
Plan Set
Location Map
Permit
Plan Set
Permit
Plan Set
Permit
Plan Set
Permit

A map of a residential area in Dripping Springs, TX. The map shows several streets, including Panorama Dr and Scenic Cir. A red location pin is placed on Scenic Cir, with the address 831 Scenic Cir, Dripping Springs, TX 78620. A blue vertical line is drawn across Scenic Cir, indicating a road cut location. The map also shows several houses and a road cut location.

831 Scenic Cir, Dripping
Springs, TX 78620

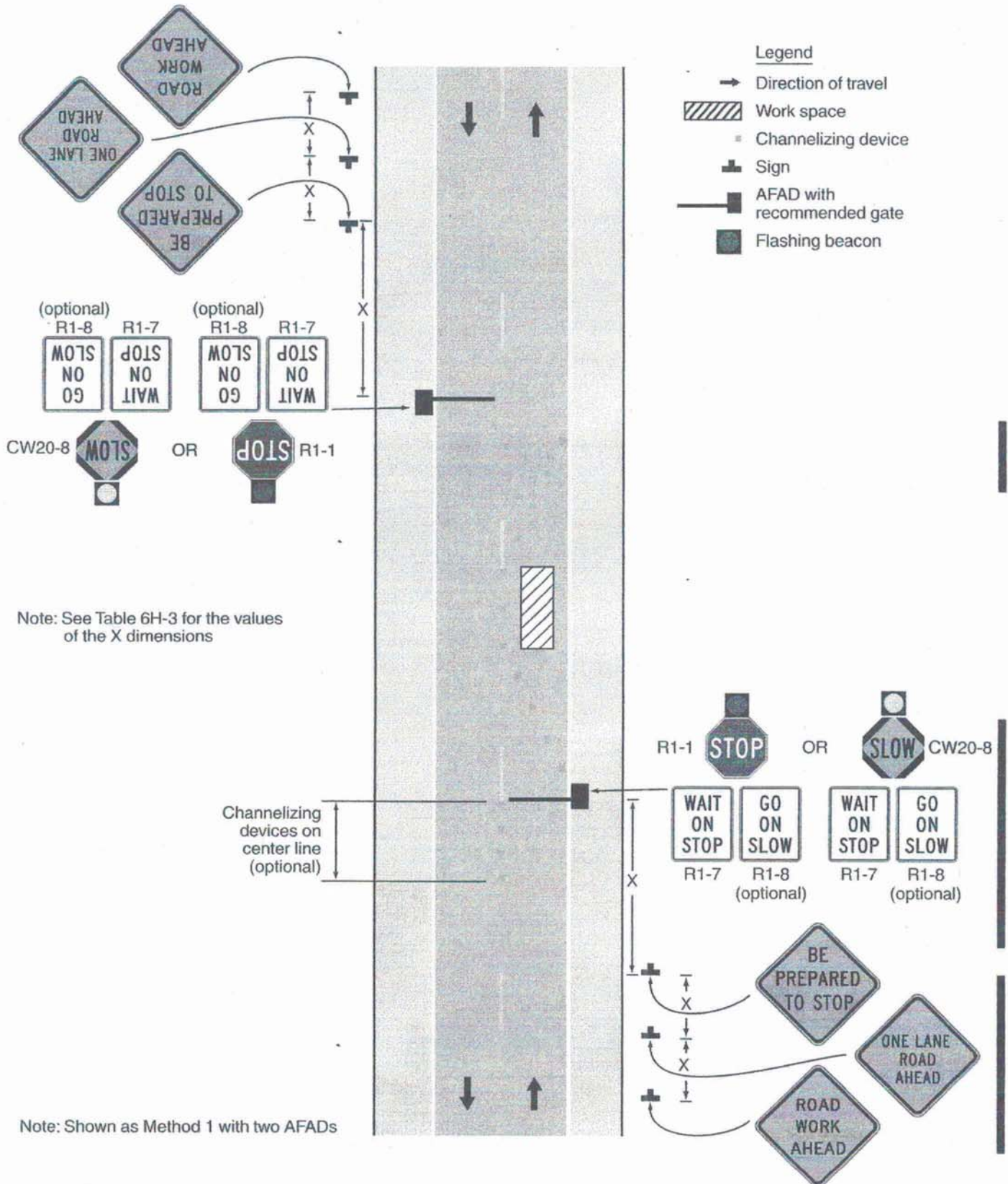
Road Cut - Will Install 1" Service Line inside 2" Sleeve.
Connecting water main to residential water meter box

TRENCH REPAIR IN ASPHALTIC SURFACE OVER FLEXIBLE BASE (UCM SECTIONS 5.5.5 & 5.5.9)



DEPARTMENT OF PUBLIC WORKS	FLEXIBLE BASE WITH ASPHALT SURFACE TRENCH REPAIR-EXISTING PAVEMENT	
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD	1 OF 2

Figure 6E-1. Example of the Use of a STOP/SLOW Automated Flagger Assistance Device (AFAD)





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 2/12/2023 .

Utility Company Information:

Name: CLWSC
Address: 1399 Sattler Rd New Braunfels TX
Phone: 8306434744
Contact Name: Chris Aaron

Engineer / Contractor Information:

Name: SJWTX
Address: 1399 Sattler New Braunfels TX 78132
Phone: 8303275168
Contact Name: Jessica Rios

Hays County Information:

Utility Permit Number: TRN-2023-5807-UTL
Type of Utility Service: 1" PVC
Project Description:
Road Name(s): Scenic Circle Dr., , , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

04/27/2023

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer DARRIN ALBRECHT at (281)-229-0849 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:
EX. POLES
CITY LIMITS

PATH FOOTAGE:
HAND DIG = 4'
BORE = 8456'

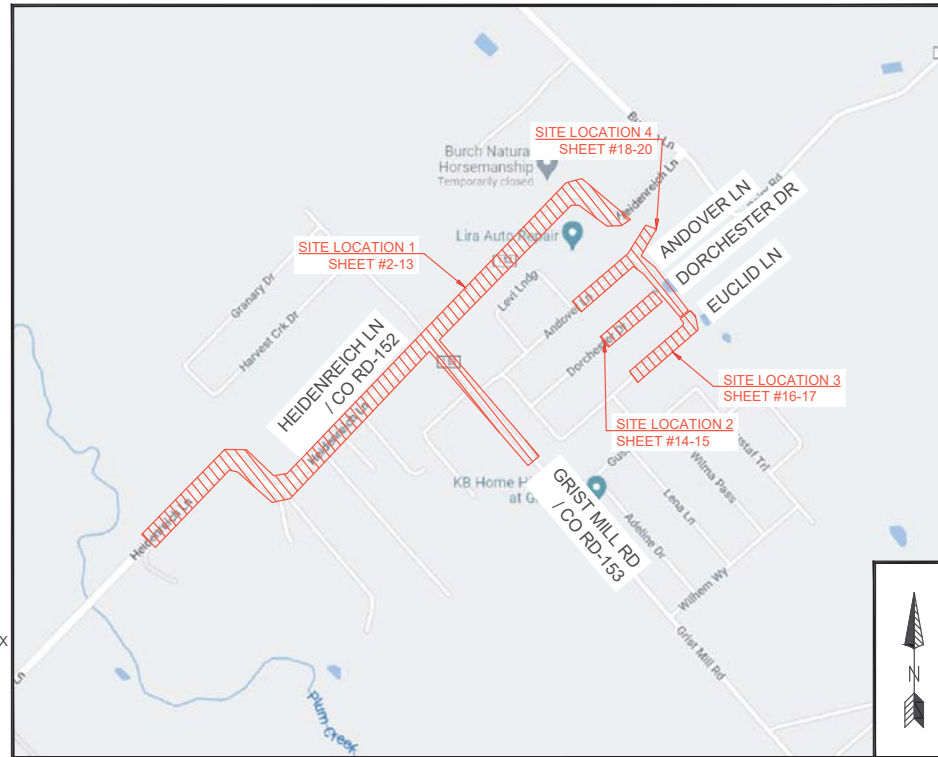
MATERIALS:
(1) NEW FDH CABINET 432
(1) NEW 3'X3' HH
(12) NEW 2'X3' HH
(18) NEW 17"X30" HH
(47) NEW 11"X11"X16" DROP BOX
4" OF (1)-4" DUCT
5423' OF (1)-1.25" DUCT
517' OF (2)-1.25" DUCTS
2159' OF (3)-1.25" DUCTS
357' OF (4)-1.25" DUCTS



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

FDH - 100 HEIDENREICH LN / CO RD-152
HEIDENREICH LN / CO RD-152 &
GRIST MILL RD CO RD 153
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	DRIVEWAY	R/W	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

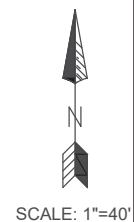
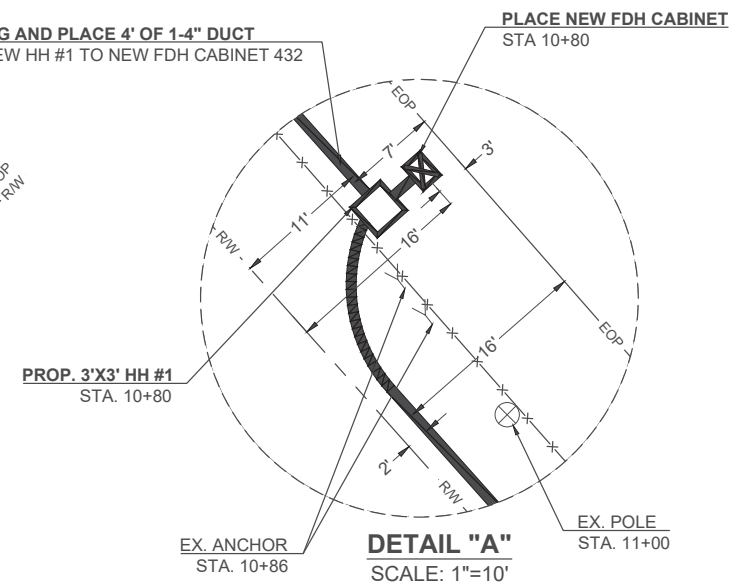
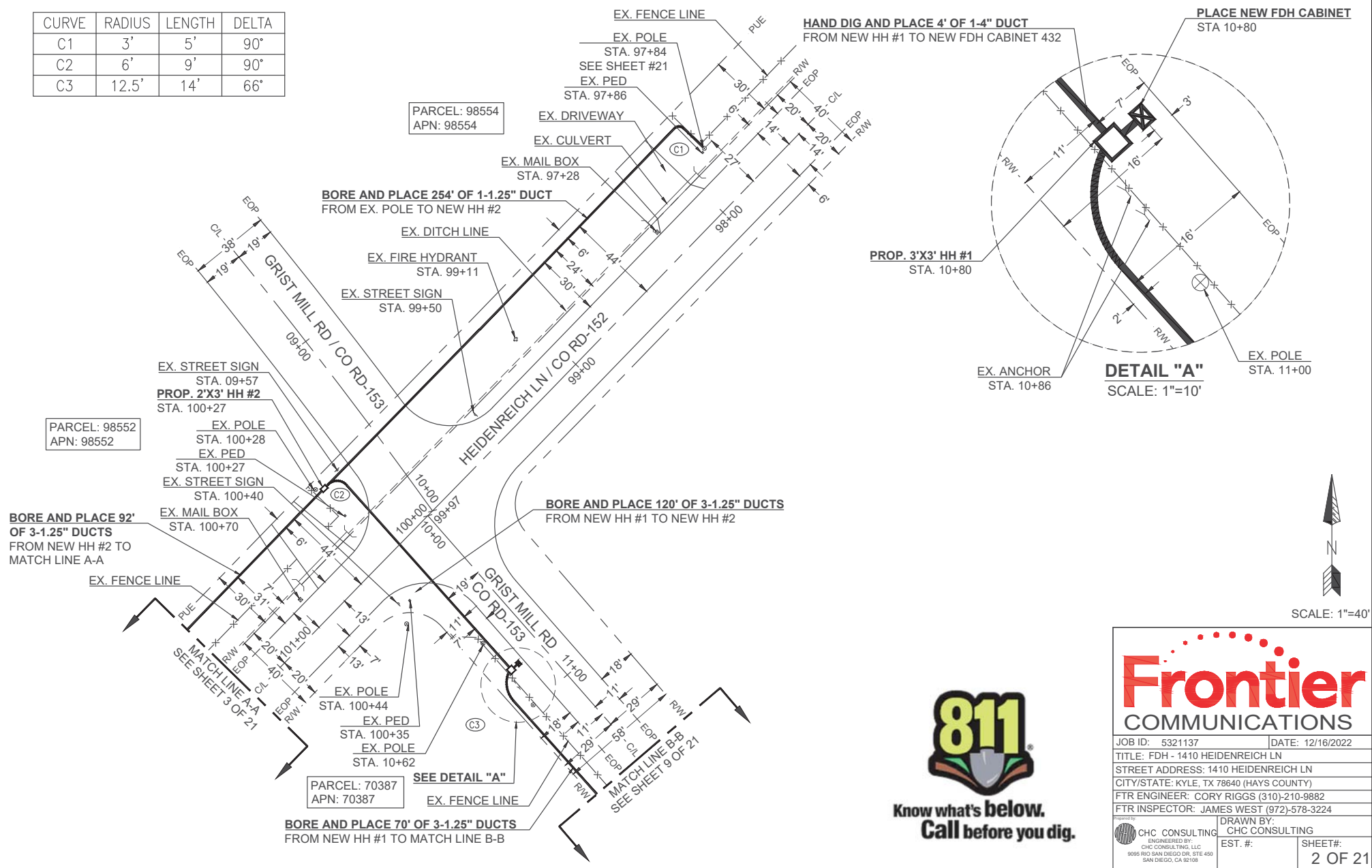
Frontier
COMMUNICATIONS

JOB ID: 5321137 DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN
STREET ADDRESS: 1410 HEIDENREICH LN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849
FTR INSPECTOR: JAMES WEST (972)-578-3224

	CHC CONSULTING	DRAWN BY:
	ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	CHC CONSULTING
EST. #:	SHEET#:	

1 OF 21

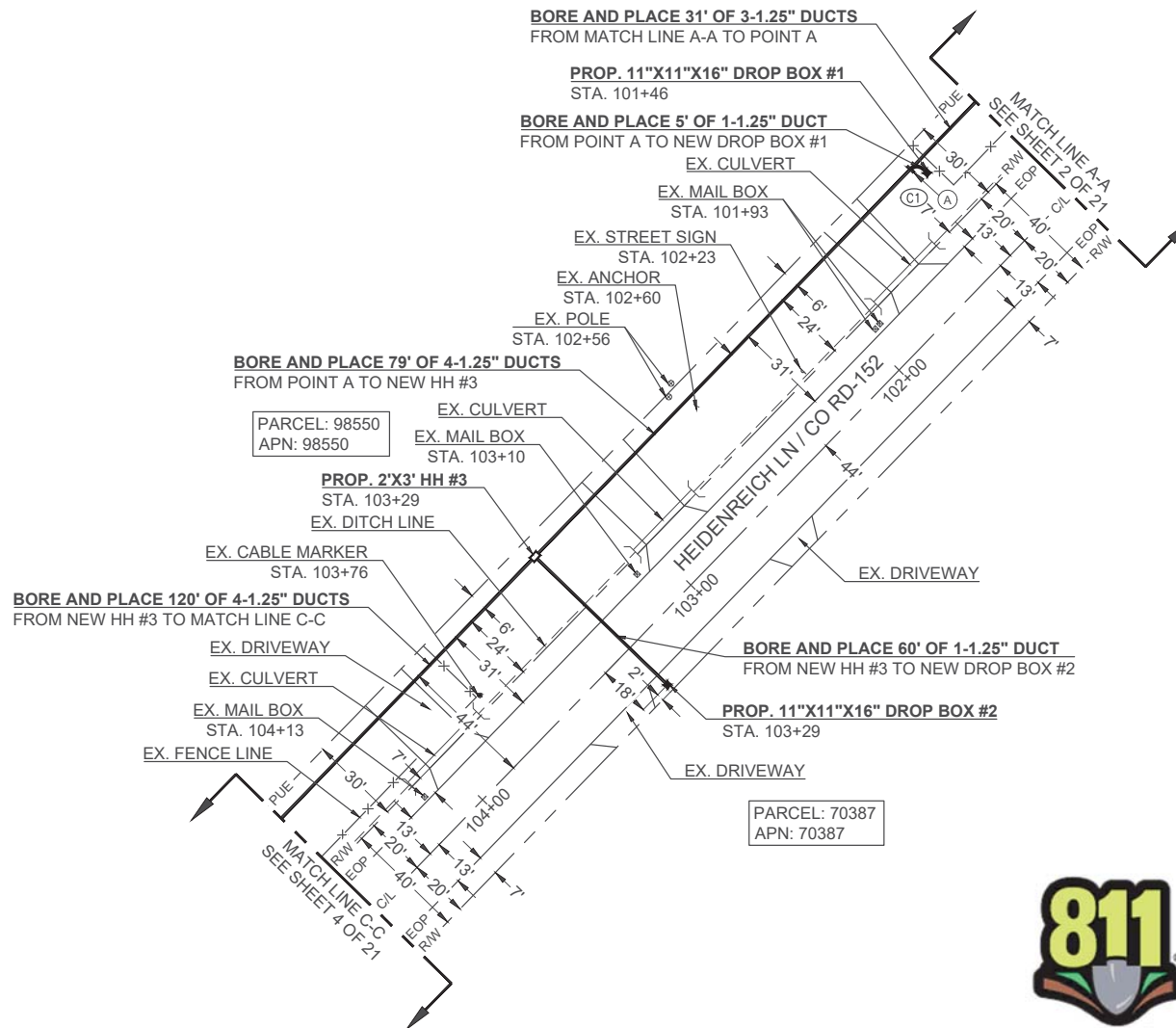
CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°
C2	6'	9'	90°
C3	12.5'	14'	66°



Know what's below.
Call before you dig.

Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 2 OF 21

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



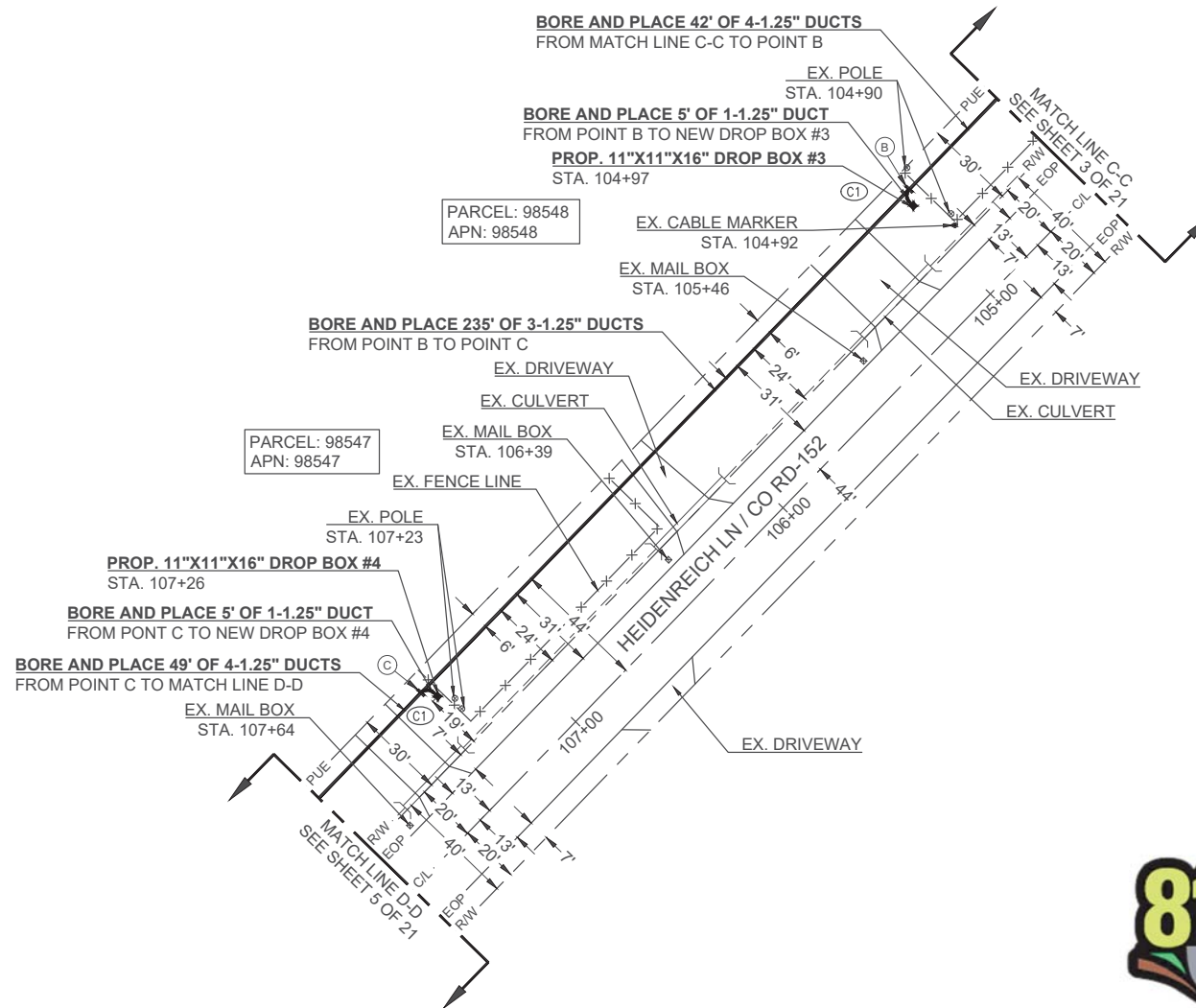
SCALE: 1"=40'



**Know what's below.
Call before you dig.**

JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	3 OF 21


CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



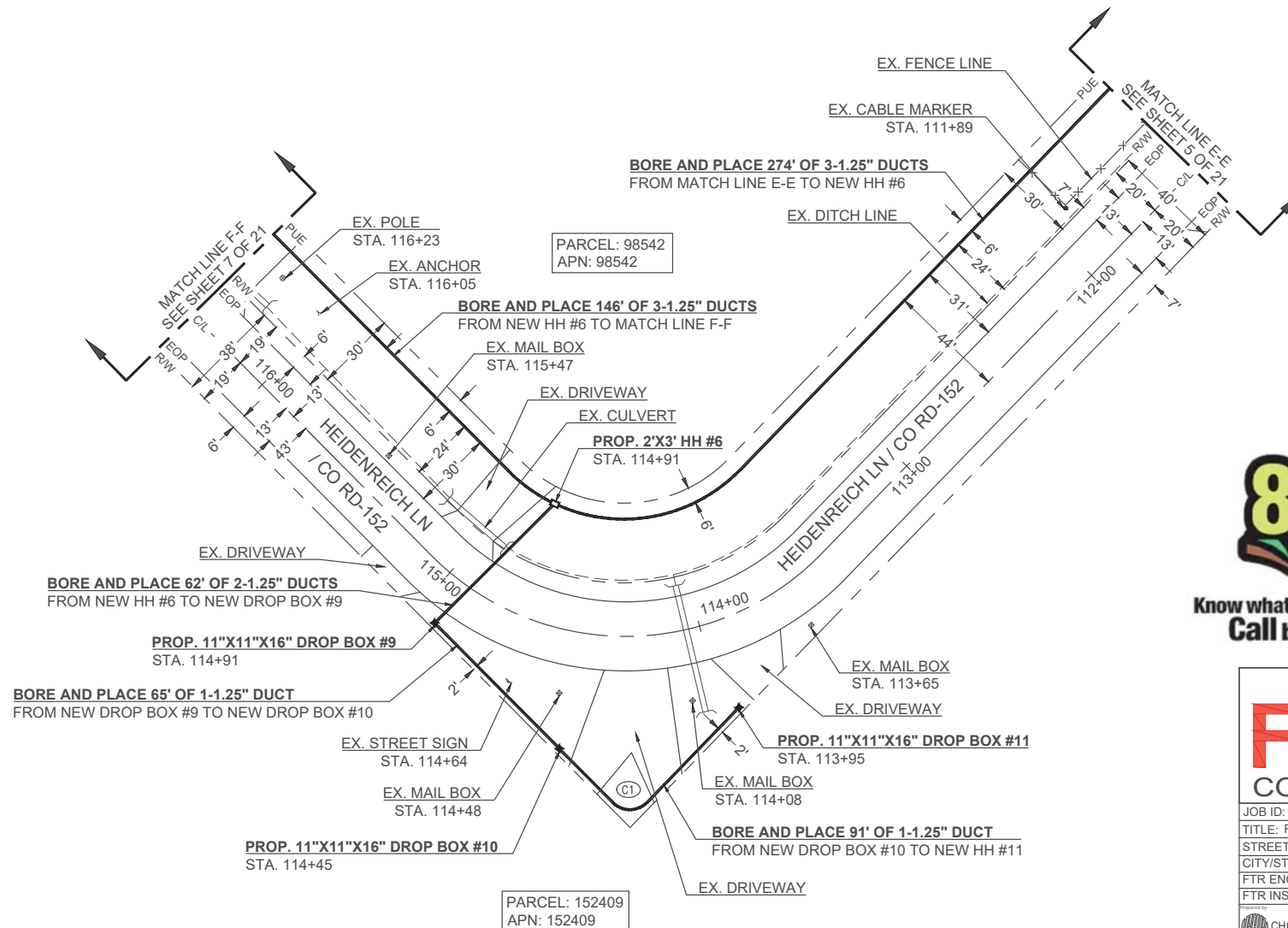
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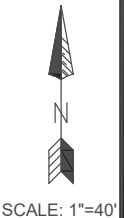
**Know what's below.
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Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
 CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
4 OF 21	

CURVE	RADIUS	LENGTH	DELTA
C1	9'	14'	90°



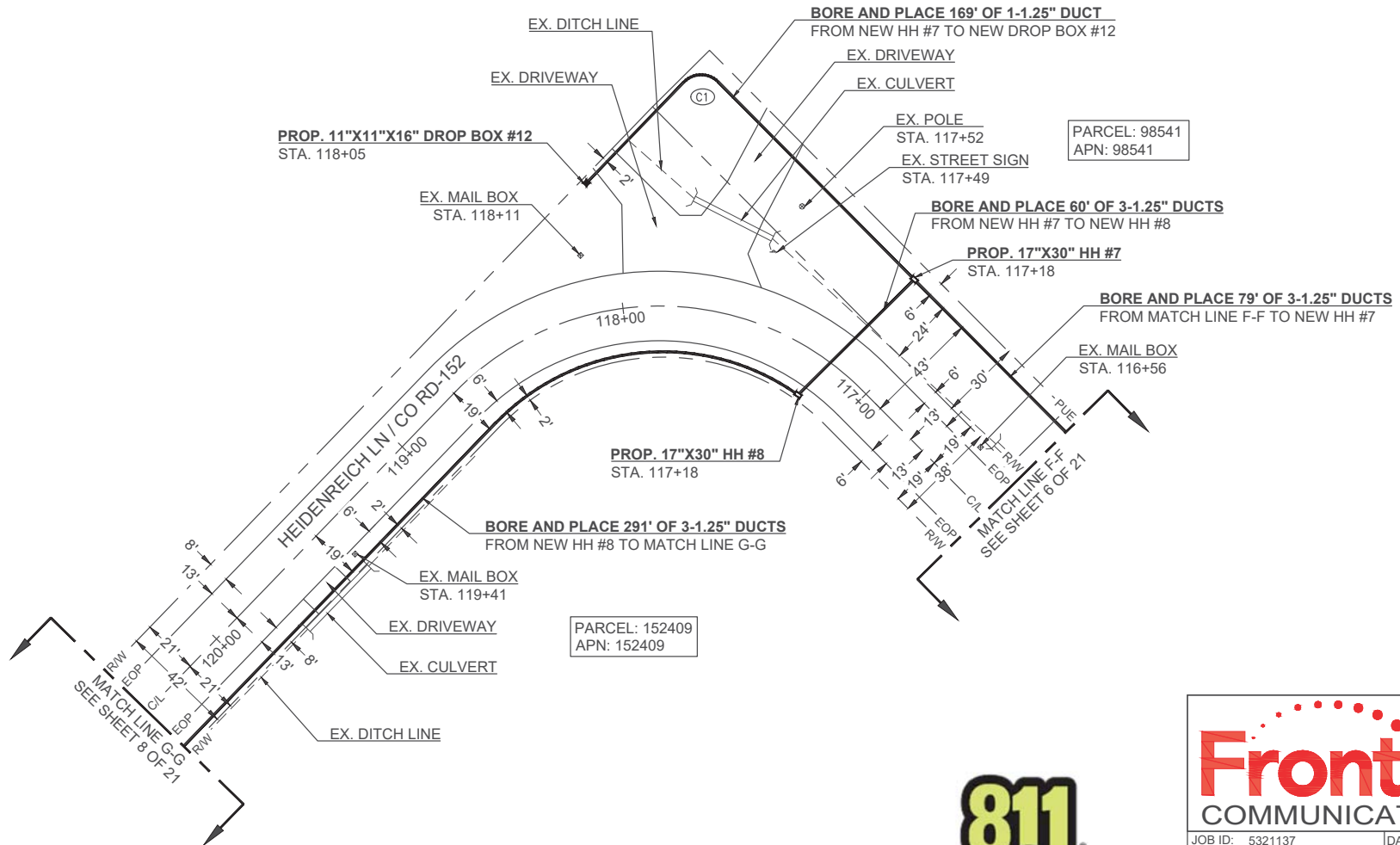
Know what's below.
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Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
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STREET ADDRESS: 1410 HEIDENREICH LN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
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CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	6 OF 21

PARCEL: 98540
APN: 98540

CURVE	RADIUS	LENGTH	DELTA
C1	9'	14'	90°



PARCEL: 152409
APN: 152409



SCALE: 1"=40'



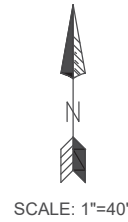
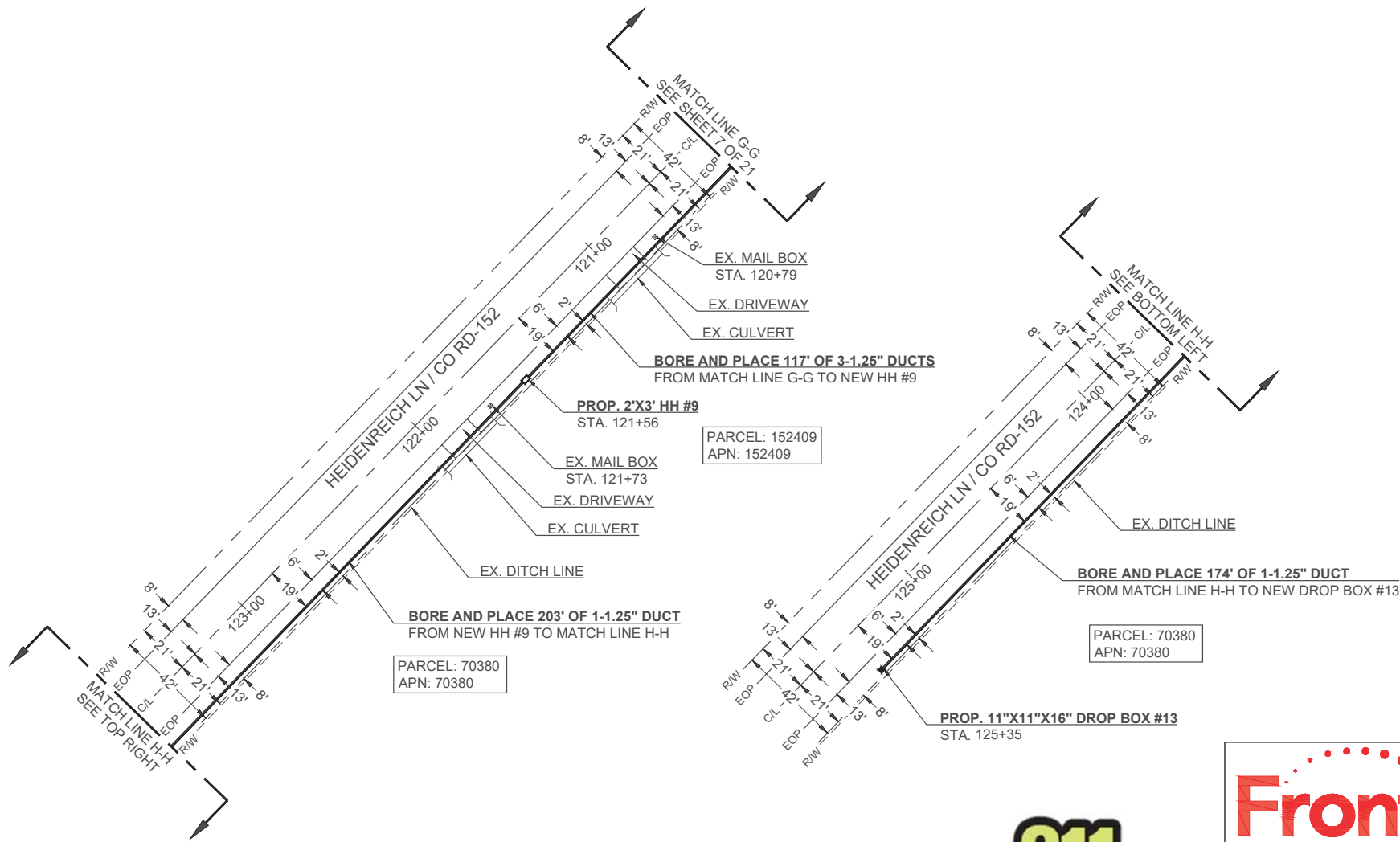
Know what's below.
Call before you dig.

Frontier
COMMUNICATIONS

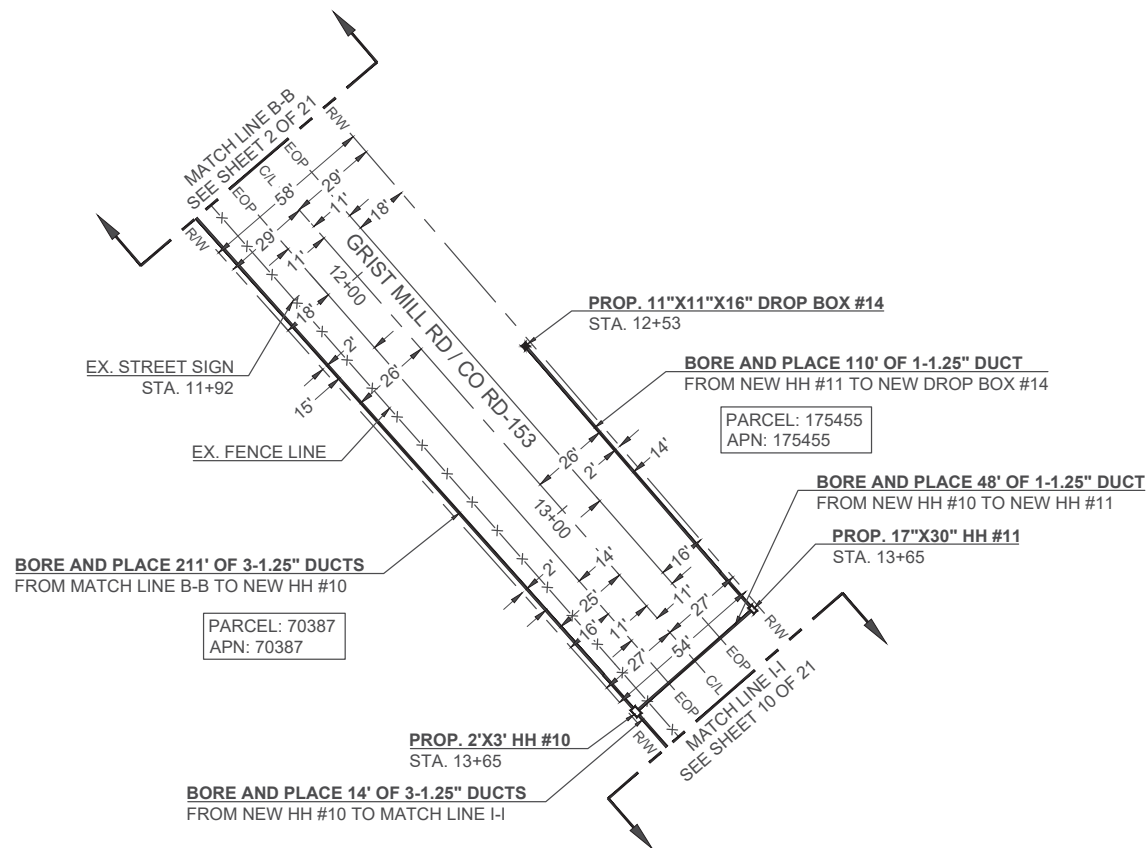
JOB ID: 5321137 DATE: 12/16/2022
TITLE: FDH - 1410 HEIDEREICH LN
STREET ADDRESS: 1410 HEIDEREICH LN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224

CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 400
SAN DIEGO, CA 92108

DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#: 7 OF 21



JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #:
SHEET#: 8 OF 21	




SCALE: 1"=40'



**Know what's below.
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Frontier
COMMUNICATIONS

JOB ID: 5321137 DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN
STREET ADDRESS: 1410 HEIDENREICH LN
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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: 	SHEET#: 9 OF 21
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------	--------------------

PARCEL: 70387
APN: 70387

BORE AND PLACE 126' OF 3-1.25" DUCTS
FROM MATCH LINE I-I TO NEW HH #12

EX. MAIL BOX
STA. 14+17
EX. POLE
STA. 14+17

EX. UNK. HH
STA. 14+60
EX. PED
STA. 14+64
EX. UNK. HH
STA. 14+69

PROP. 2'X3' HH #12
STA. 15+07

EX. FENCE LINE

EX. MAIL BOX
STA. 15+47

EX. DRIVEWAY
EX. MAIL BOX
STA. 15+87

BORE AND PLACE 170' OF 1-1.25" DUCT
FROM NEW HH #12 TO MATCH LINE J-J

EX. FENCE LINE

EX. UNK. HH
STA. 16+38

EX. POLE
STA. 16+65

WORK EXTENDS BEYOND COUNTY LIMITS

BORE AND PLACE 51' OF 1-1.25" DUCT
FROM NEW HH #12 TO COUNTY LIMITS



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5321137 DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN
STREET ADDRESS: 1410 HEIDENREICH LN
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#: 10 OF 21

BORE AND PLACE 10' OF 1-1.25" DUCT
FROM MATCH LINE J-J TO NEW DROP BOX #15

PROP. 11"X11"X16" DROP BOX #15
STA. 16+88

EX. UNK. HH
STA. 17+08

EX. FENCE LINE

EX. MAIL BOX
STA. 17+44

EX. DRIVEWAY

EX. MAIL BOX
STA. 17+82

BORE AND PLACE 226' OF 1-1.25" DUCT
FROM NEW DROP BOX #15 TO NEW DROP BOX #16

PARCEL: 164835
APN: 164835

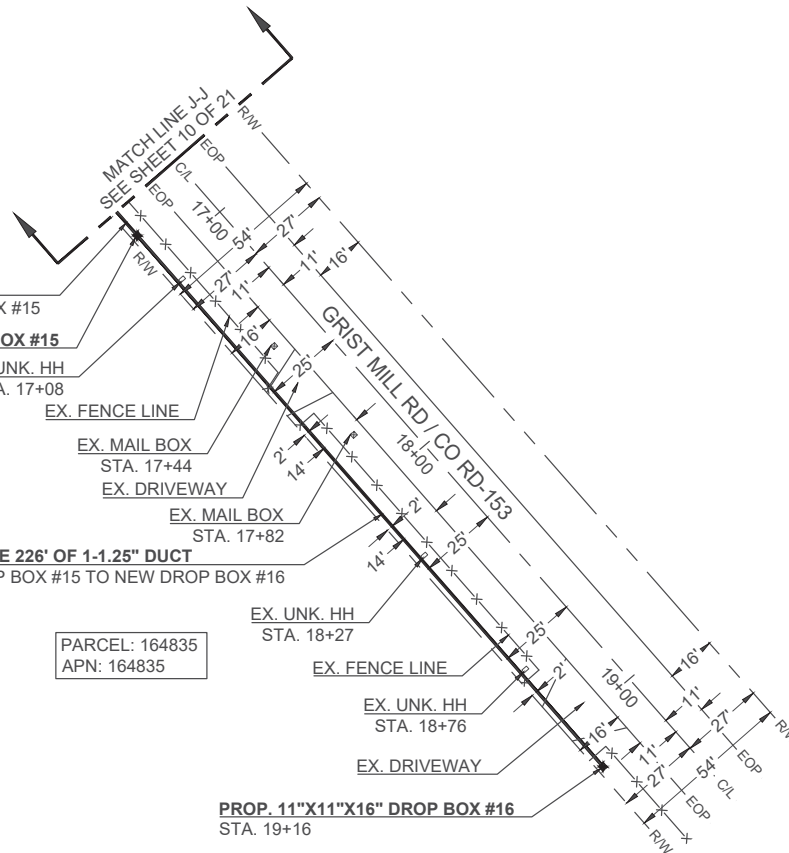
EX. UNK. HH
STA. 18+27

EX. FENCE LINE

EX. UNK. HH
STA. 18+76

EX. DRIVEWAY

PROP. 11"X11"X16" DROP BOX #16
STA. 19+16



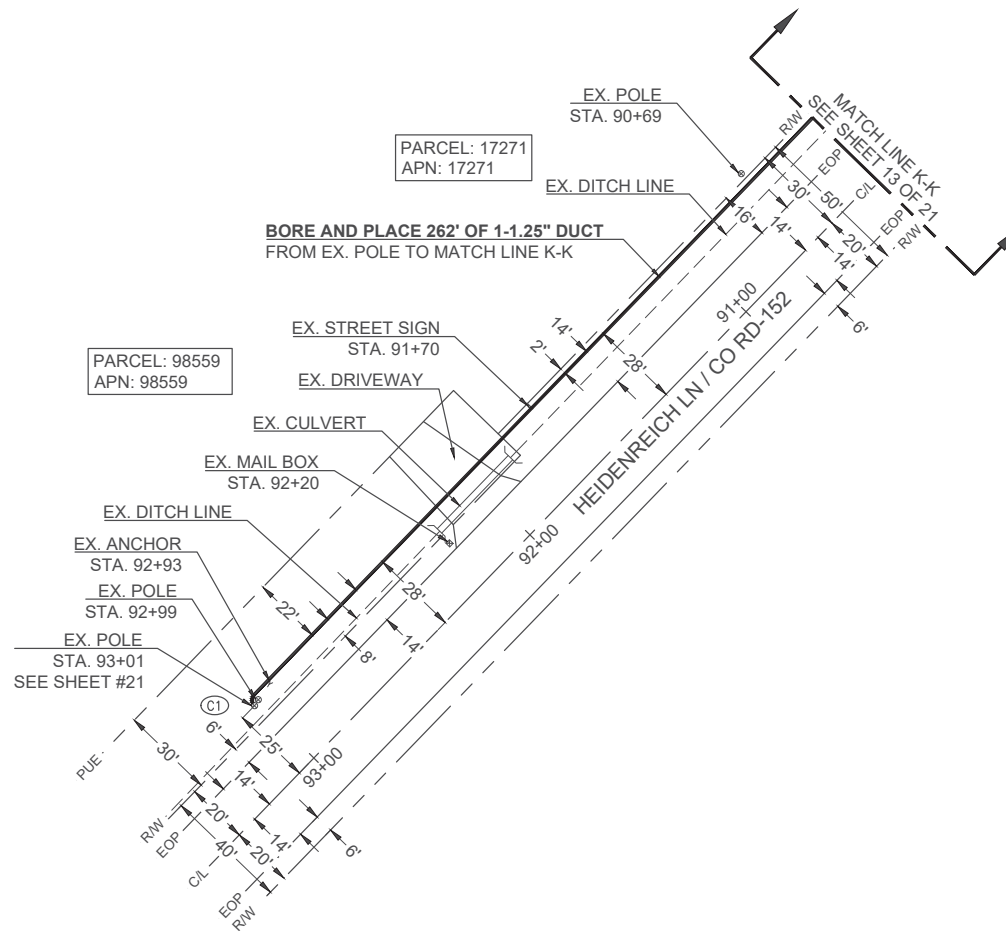
**Know what's below.
Call before you dig.**



SCALE: 1"=40'

		JOB ID: 5321137		DATE: 12/16/2022
		TITLE: FDH - 1410 HEIDENREICH LN		
STREET ADDRESS: 1410 HEIDENREICH LN				
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#:	
ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108		11 OF 21		

CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	69°

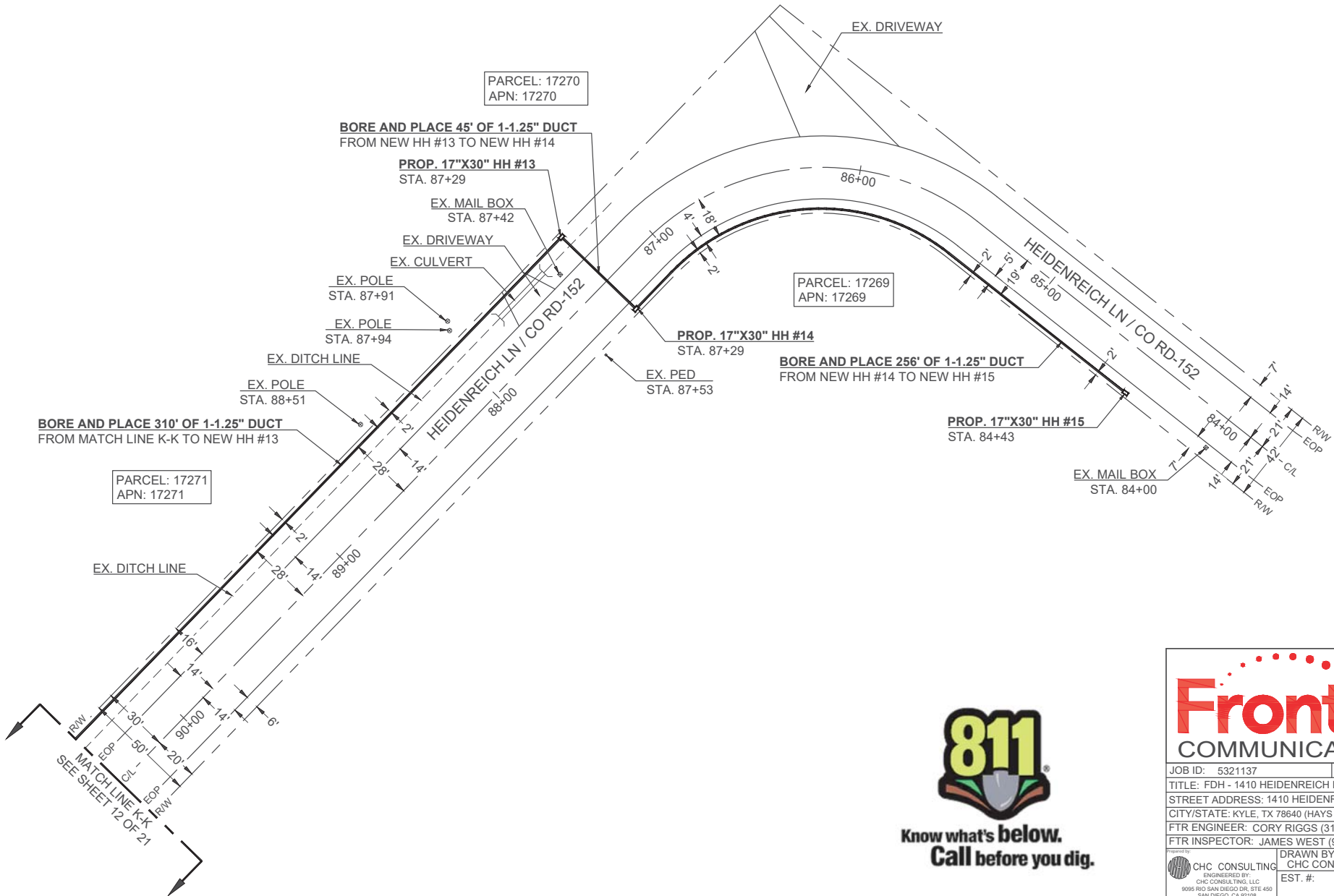


Know what's below.
Call before you dig.

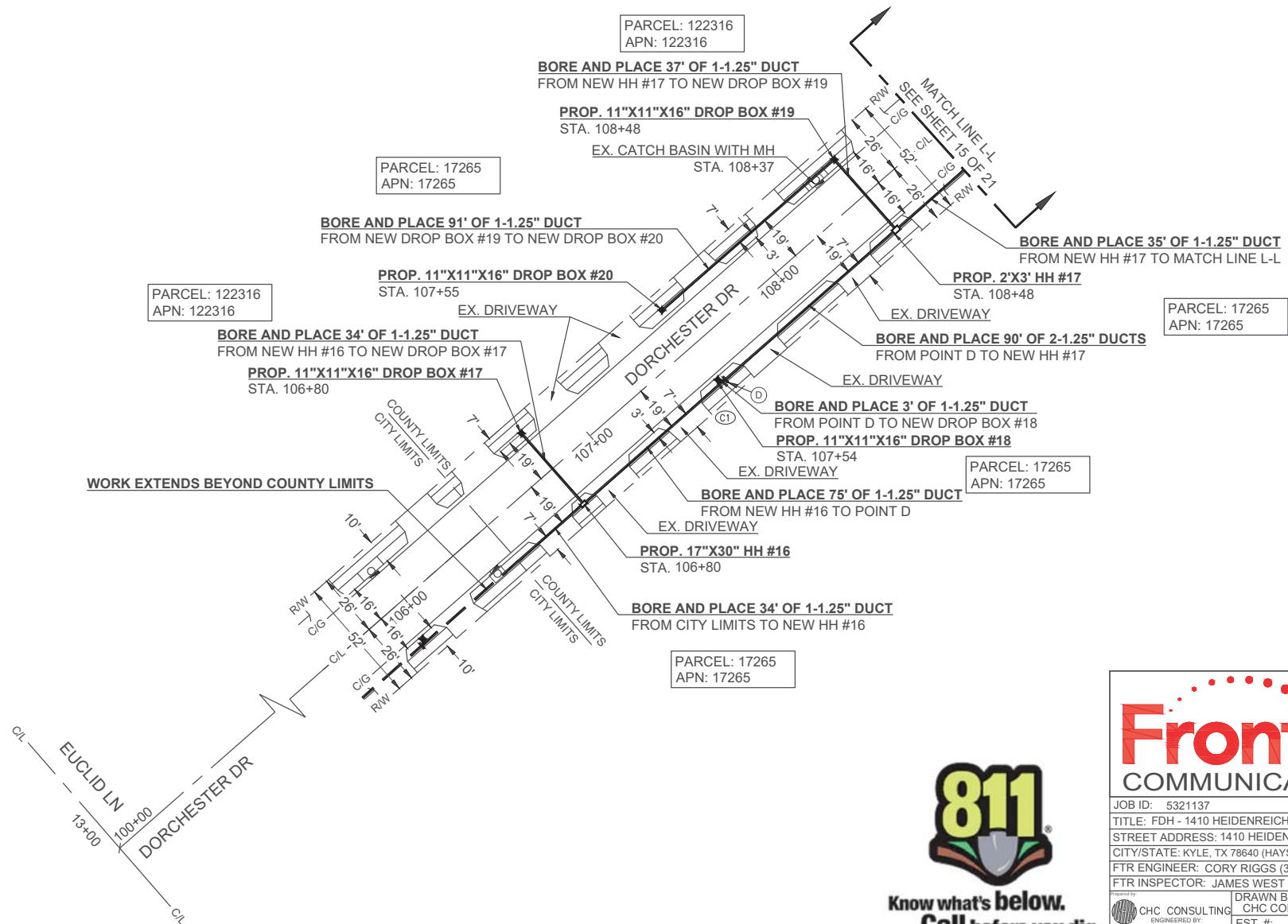


SCALE: 1"=40'

		JOB ID: 5321137		DATE: 12/16/2022
		TITLE: FDH - 1410 HEIDENREICH LN		
STREET ADDRESS: 1410 HEIDENREICH LN				
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. #:	
	ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108		SHEET#: 12 OF 21	

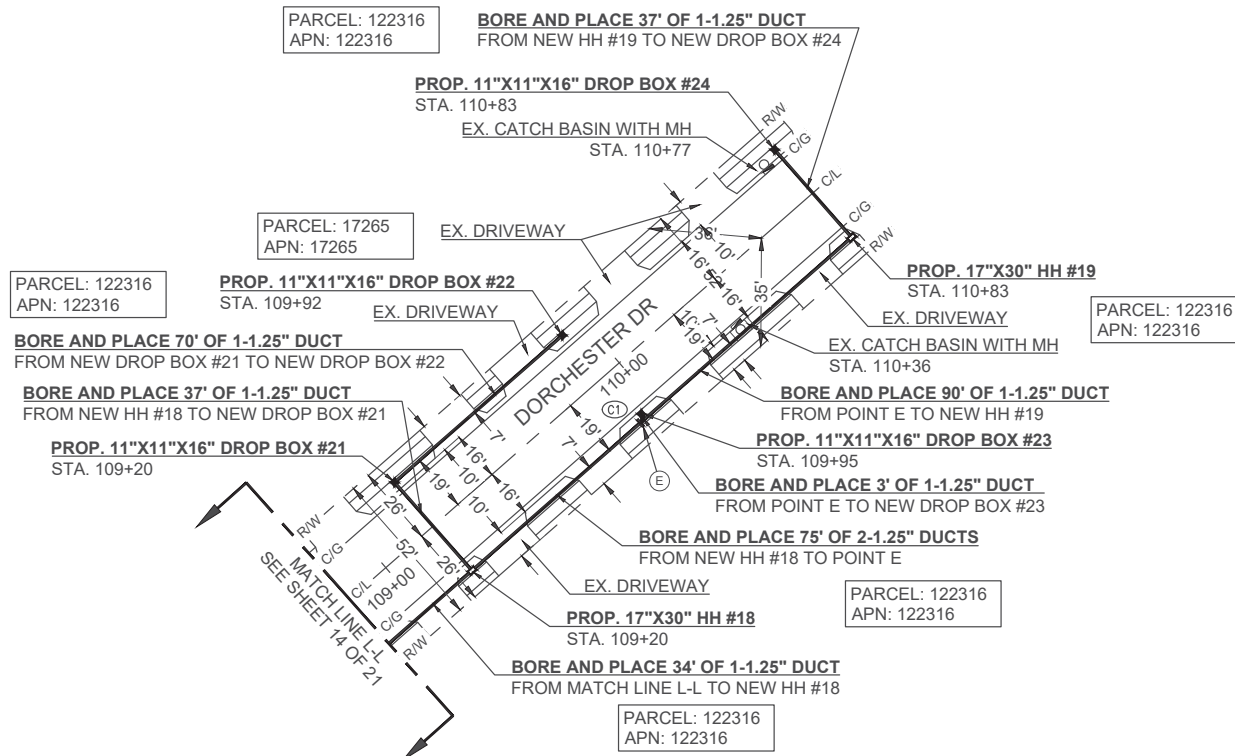


CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	55°



JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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 450 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 14 OF 21


CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	55°



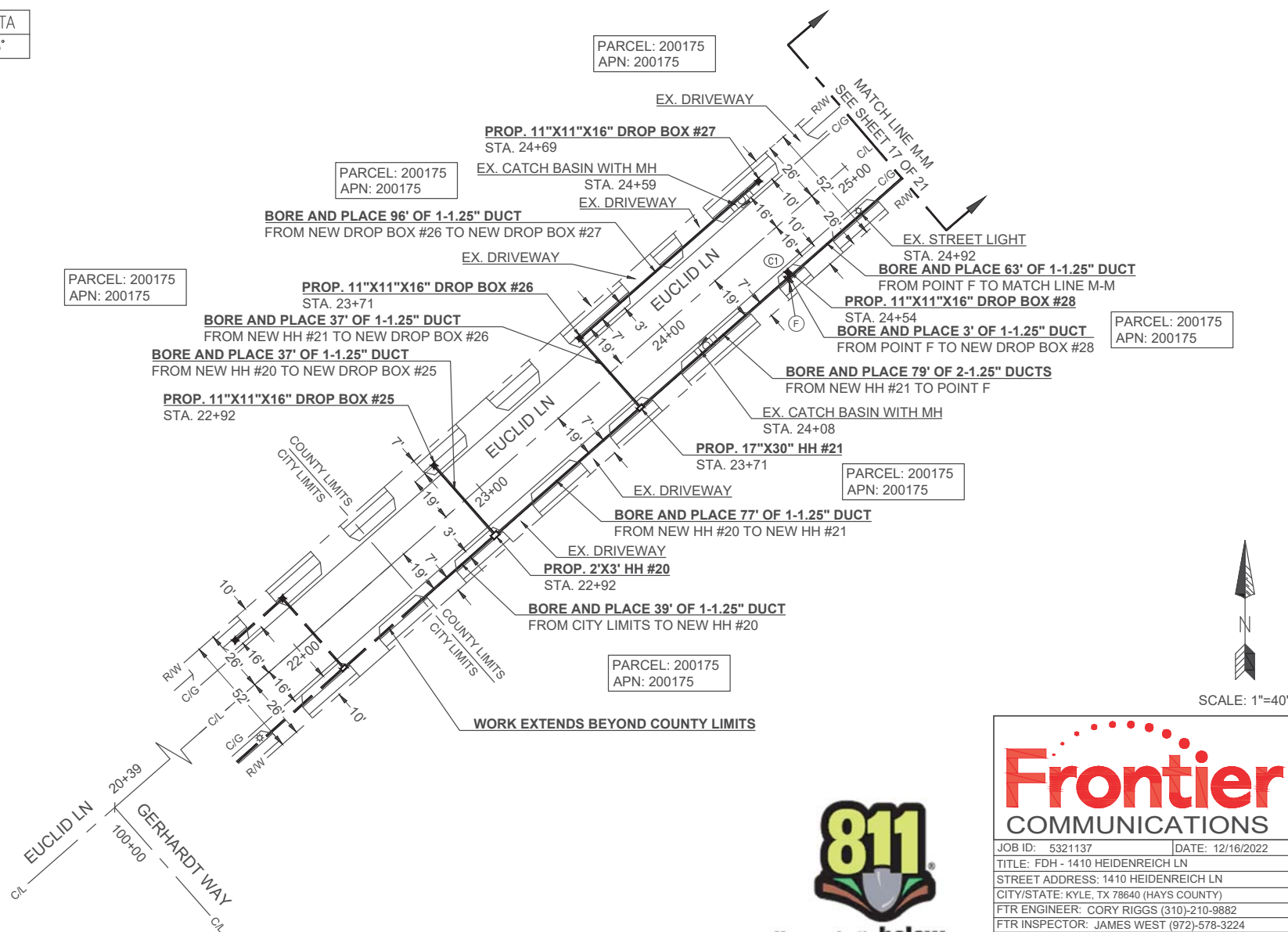
SCALE: 1"=40'



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Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	15 OF 21

CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	55°




SCALE: 1"=40'



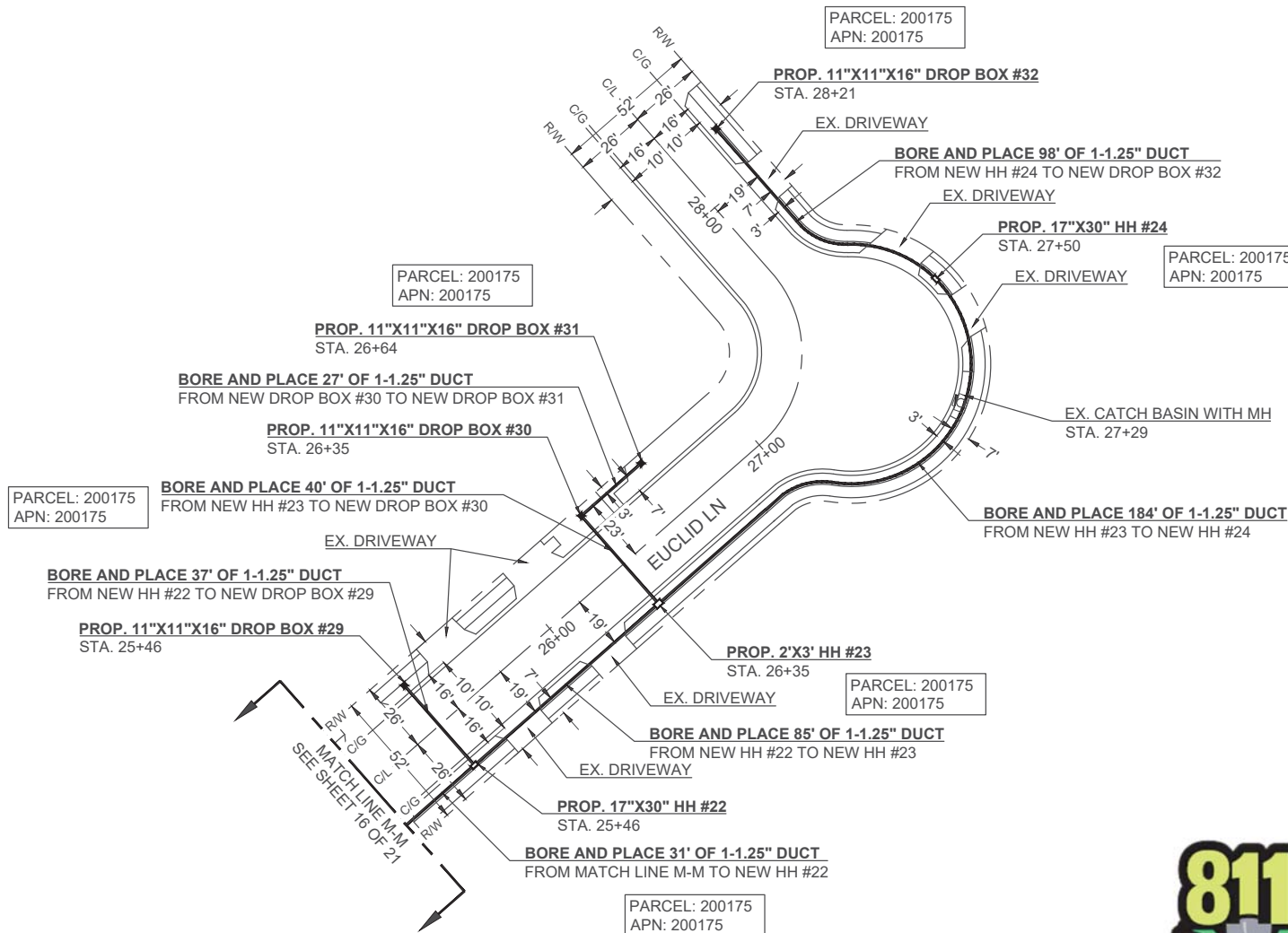
Know what's **below**.
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COMMUNICATIONS

JOB ID: 5321137	DATE: 12/16/2022
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STREET ADDRESS: 1410 HEIDENREICH LN	
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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 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #:	SHEET#: 16 OF
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------	--------------------------------

CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	55°

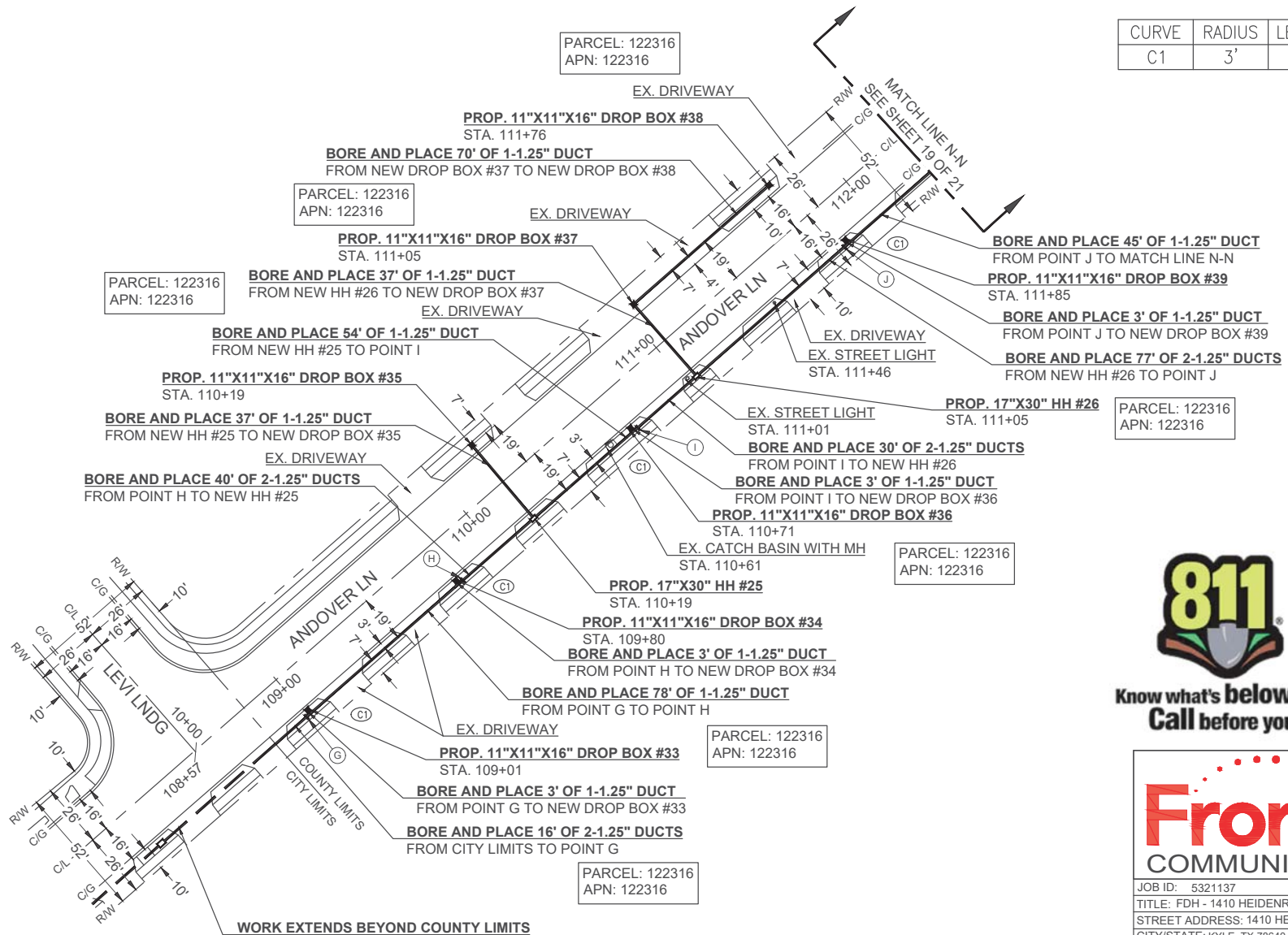


SCALE: 1"=40'



**Know what's below.
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Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
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Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 17 OF 21



CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	50°



Know what's below.
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SCALE: 1"=40'



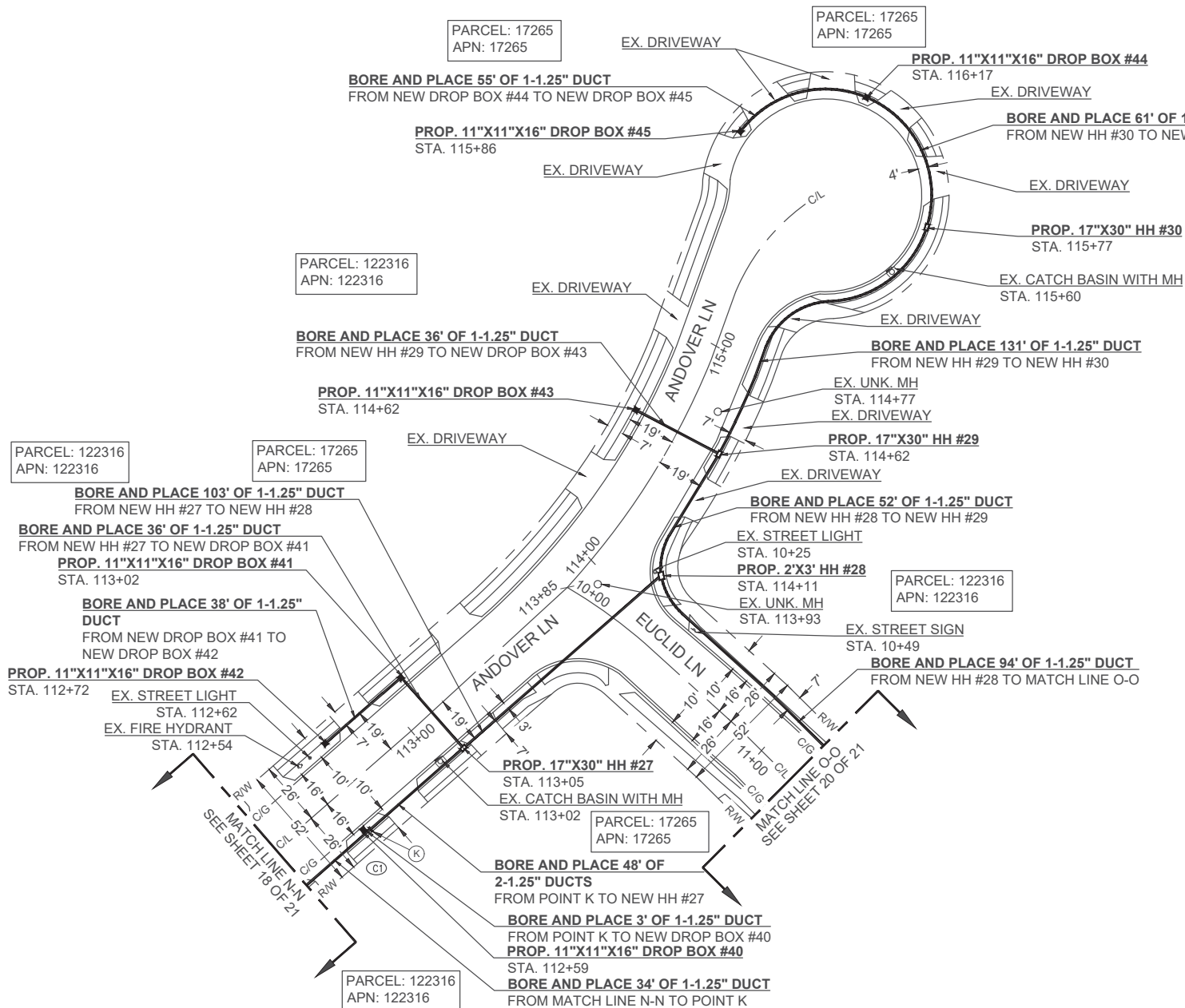
Frontier
COMMUNICATIONS

JOB ID: 5321137 DATE: 12/16/2022
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STREET ADDRESS: 1410 HEIDENREICH LN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
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FTR INSPECTOR: JAMES WEST (972)-578-3224

DRAWN BY: CHC CONSULTING
EST. #:
SHEET#: 18 OF 21

CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 400
SAN DIEGO, CA 92108

CURVE	RADIUS	LENGTH	DELTA
C1	3'	3'	50°



**Know what's below.
Call before you dig.**

SCALE: 1"=40'



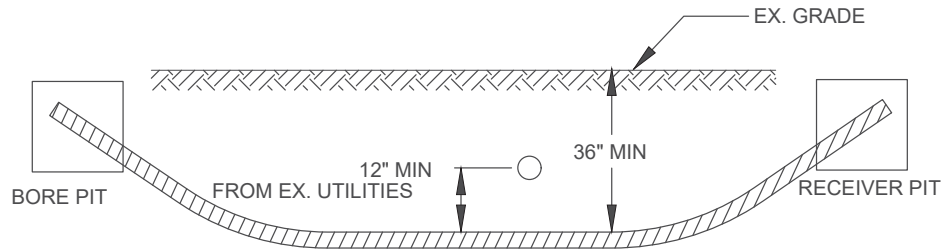
Frontier COMMUNICATIONS	
JOB ID: 5321137	DATE: 12/16/2022
TITLE: FDH - 1410 HEIDENREICH LN	
STREET ADDRESS: 1410 HEIDENREICH LN	
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FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	19 OF 21



Frontier
COMMUNICATIONS

SCALE: 1"=40'

MINIMUM STANDARDS FOR DIRECTIONAL BORING

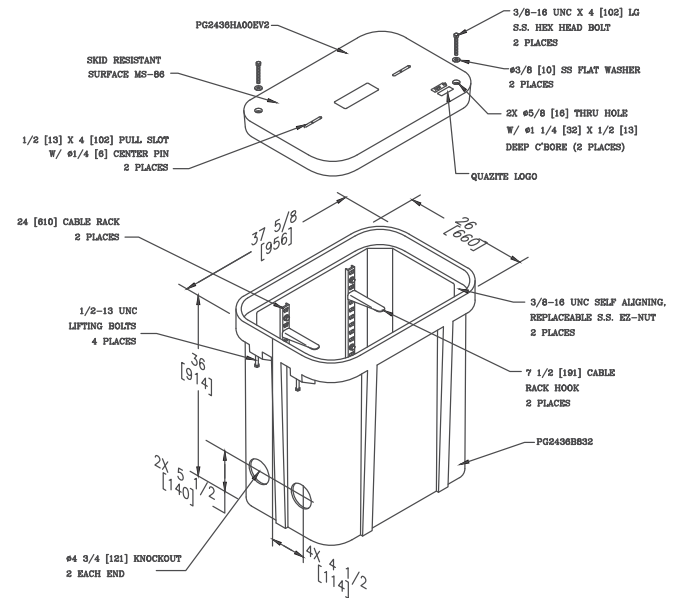


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

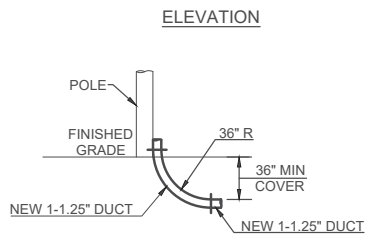
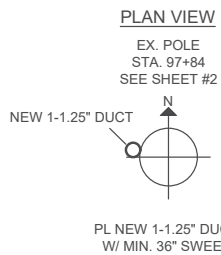
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2' X 3' HAND HOLE

SCALE
N.T.S.

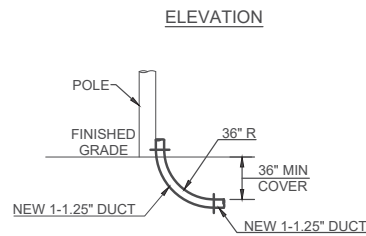
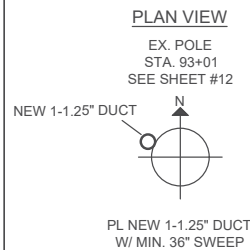
2



TYPICAL RISER DETAIL

SCALE
N.T.S.

3



TYPICAL RISER DETAIL

SCALE
N.T.S.

4

Frontier
COMMUNICATIONS

JOB ID: 5321137 DATE: 12/16/2022

TITLE: FDH - 1410 HEIDENREICH LN

STREET ADDRESS: 1410 HEIDENREICH LN

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 450
SAN DIEGO, CA 92108

DRAWN BY:
CHC CONSULTING

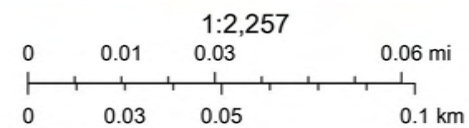
EST. #:

SHEET#: 21 OF 21

100 Heidenreich Lane



January 18, 2023



Maxar, Microsoft, Compiled by the Bureau of Land Management (BLM),
National Operations Center (NOC), OC-530., Esri, HERE, Garmin, iPC



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 3/1/2023 .

Utility Company Information:

Name: Frontier Communications
Address: 2611 45th Street Dickinson TX
Phone: 2812290849
Contact Name: Darrin Albrecht

Engineer / Contractor Information:

Name: Future Infrastructure LLC
Address: 555 S Town East Blvd, Mesquite TX 75149
Phone:
Contact Name: Tim Knoll

Hays County Information:

Utility Permit Number: TRN-2023-6186-UTL
Type of Utility Service: Fiber
Project Description:
Road Name(s): Levi Landing, Euclid Lane, Andover Lane, Dorchester Lane, Gerhardt Way, , ,
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 .

04/27/2023

Signature

Title

Date

HAYS COUNTY, TEXAS
October 19, 2022







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Call before you dig.

[illegible]

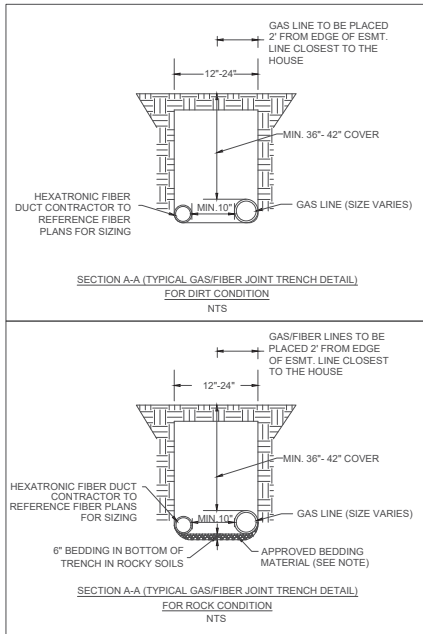
SIX CREEKS PHASE 1 SECTION 7

COVER SHEET

LEGEND	
	4" GAS SLEEVE (APPROX. 383 LF FOR ENTIRE SECTION)
	4" CONDUIT SLEEVE (APPROX. 234 LF FOR ENTIRE SECTION)
	UTILITY EASEMENT
	PROPOSED UTILITY EASEMENT

GENERAL NOTES:

1. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE CITY STANDARDS FOR THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. GAS AND/OR FIBER CONDUIT MAINS/SERVICES SHALL BE BENEATH ALL OTHER UTILITY INFRASTRUCTURE AT ALL CROSSINGS.
3. ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED TO THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
4. ALL PIPE SHALL BE BUTT FUSED.
5. ALL FIBER AND GAS CONDUIT SHALL BE APPROVED BY THE UTILITY COMPANY.
6. GAS AND/OR FIBER CONDUIT UTILITY SERVICE CONNECTIONS SHALL BE MADE BY THE HOME BUILDER AT TIME OF CONSTRUCTION.
7. GAS AND/OR FIBER CONDUIT MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH SIGHT FUSED ENDS AND CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS PER THE INTENT OF THE PLANS.
9. CONTRACTOR SHALL WITHIN THE RIGHT OF WAY AND IN LINE WITH TRENCING ACTIVITIES SHALL BE REMOVED.
10. CONTRACTOR TO MEET LOCAL JURISDICTION SPECIFICATIONS FOR SLEEVING AND PROTECTION OF ALL NATURAL GAS AND/OR FIBER CONDUIT LINE.
11. REGARDING COMPACTION ABOVE NATURAL GAS AND/OR FIBER CONDUIT LINE; EACH LAYER OF MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% DENSITY AND TESTED FOR DENSITY AND MOISTURE PER LOCAL JURISDICTION.
12. ALL TESTS, TIGHTNESS TESTS, AND PRESSURE TESTS OF REQUIRED TYPE SHALL BE DETERMINED BY THE LOCAL JURISDICTIONS INSPECTOR. AT A MINIMUM, TESTS SHALL BE TAKEN EVERY 100 LF FOR EACH LOT.
13. CONTRACTOR TO VERIFY LOCATION OF ELECTRICAL SERVICE LEAD LOCATION AND PLACE GAS AND/OR FIBER CONDUIT SERVICE LEADS ON THE OPPOSITE SIDE OF THE ELECTRICAL SERVICE LEADS WITH THE SAME LOT.



EXCAVATION 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.



DATE: October 19, 2022
TOTAL # OF LOTS: 73
TOTAL # SERVICE LEADS: 69

SIX CREEKS PHASE 1 SECTION 7		OVERALL MAP		811 Know what's below. Call before you dig.	
				DATE	APP
DESIGNED BY: ABS		DESCRIPTION		REV	
REVIEWED BY: RB					
DRAWN BY: ABS					

UNIGAS
NATURAL GAS

CENTRIC
FIBER

SHEET 3 OF 5



DATE: October 19, 2022
TOTAL # OF LOTS: 73
TOTAL # SERVICE LEADS: 69



REV	DESCRIPTION	DATE	APP
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99			
100			

DESIGNED BY: ABS

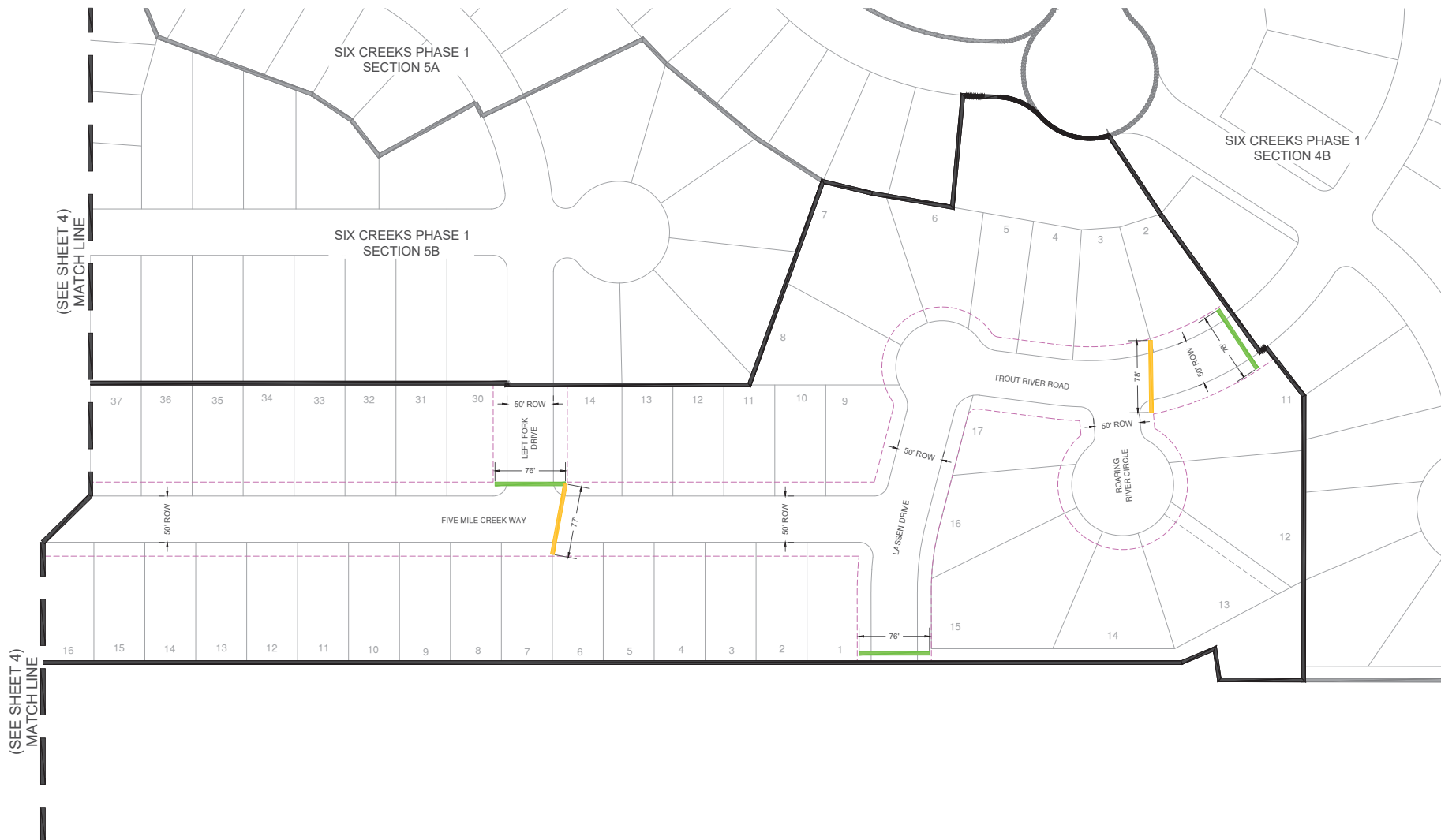
REVIEWED BY: RB

DRAWN BY: ABS



SIX CREEKS PHASE 1 SECTION 7

SLEEVING PLAN



DATE: October 19, 2022
TOTAL # OF LOTS: 73
TOTAL # SERVICE LEADS: 69

811 Know what's below. Call before you dig.	
DATE	APP
DESCRIPTION	REV
DESIGNED BY: ABS	REV
REVIEWED BY: RB	REV
DRAWN BY: ABS	REV
UNIGAS UNIVERSAL GAS CENTRIC FIBER	
SIX CREEKS PHASE 1 SECTION 7	
SLEEVE PLAN	
SHEET 5 OF 5	



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 1/30/2023 .

Utility Company Information:

Name: Centric Fiber, LLC / Universal Natural Gas, LLC
Address: PO Box 133127 Spring TX
Phone:
Contact Name: Ryan Dice

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-5841-UTL
Type of Utility Service: Natural Gas / Fiber Optics
Project Description:
Road Name(s): , , , , , ,
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 .

05/08/2023

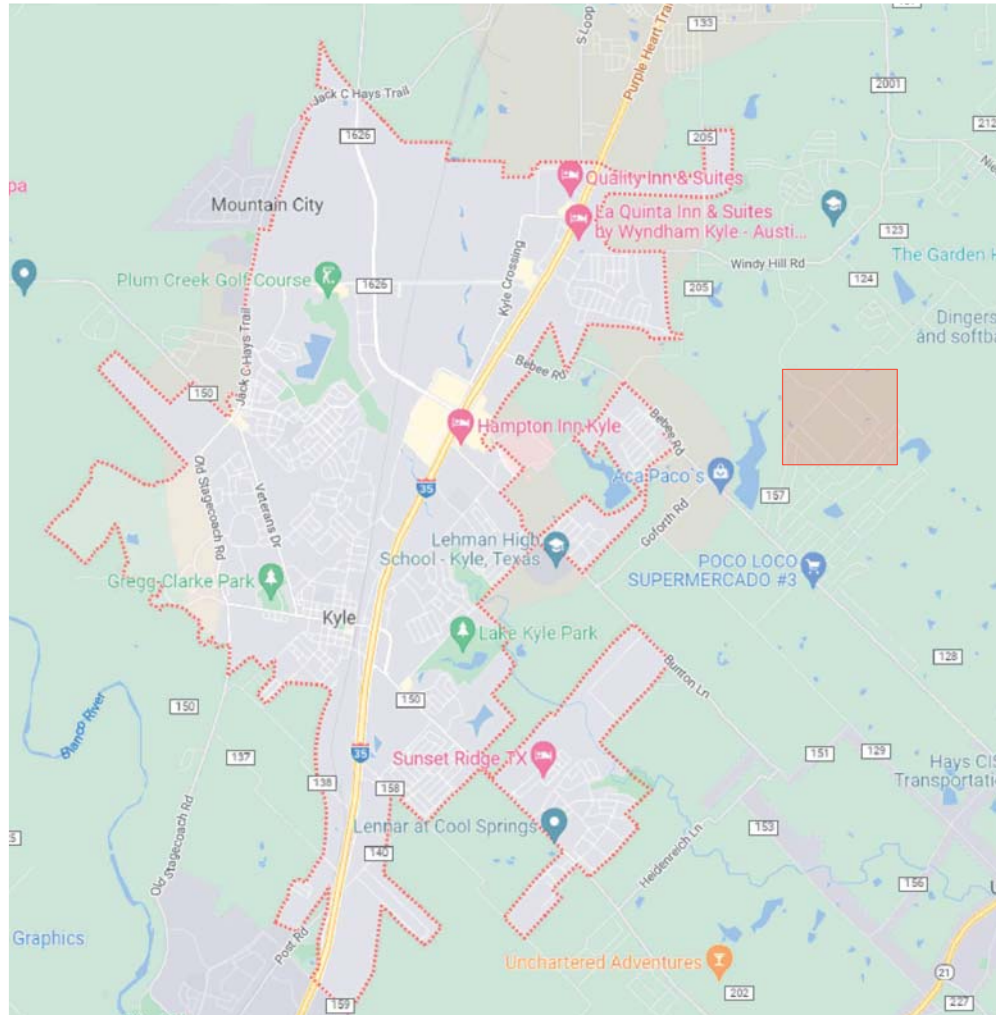
Signature

Title

Date

CONDUIT DESIGN

FTTH H3012



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 4,969'
<u>MATERIALS:</u>	<ul style="list-style-type: none"> - 4,969' OF 1.25" HDPE - (25) 17"x30" HANDHOLES - (12) 30"x48" HANDHOLES - (4) 2"x3" HANDHOLES - (1) 3"x3" HANDHOLE - (5) 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 - 1-14 CONDUIT DESIGN - DTL-DETAIL SHEETS



Frontier
COMMUNICATIONS

JOB ID: 5312644 H3012 DATE: 12/1/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

DRAWN BY:

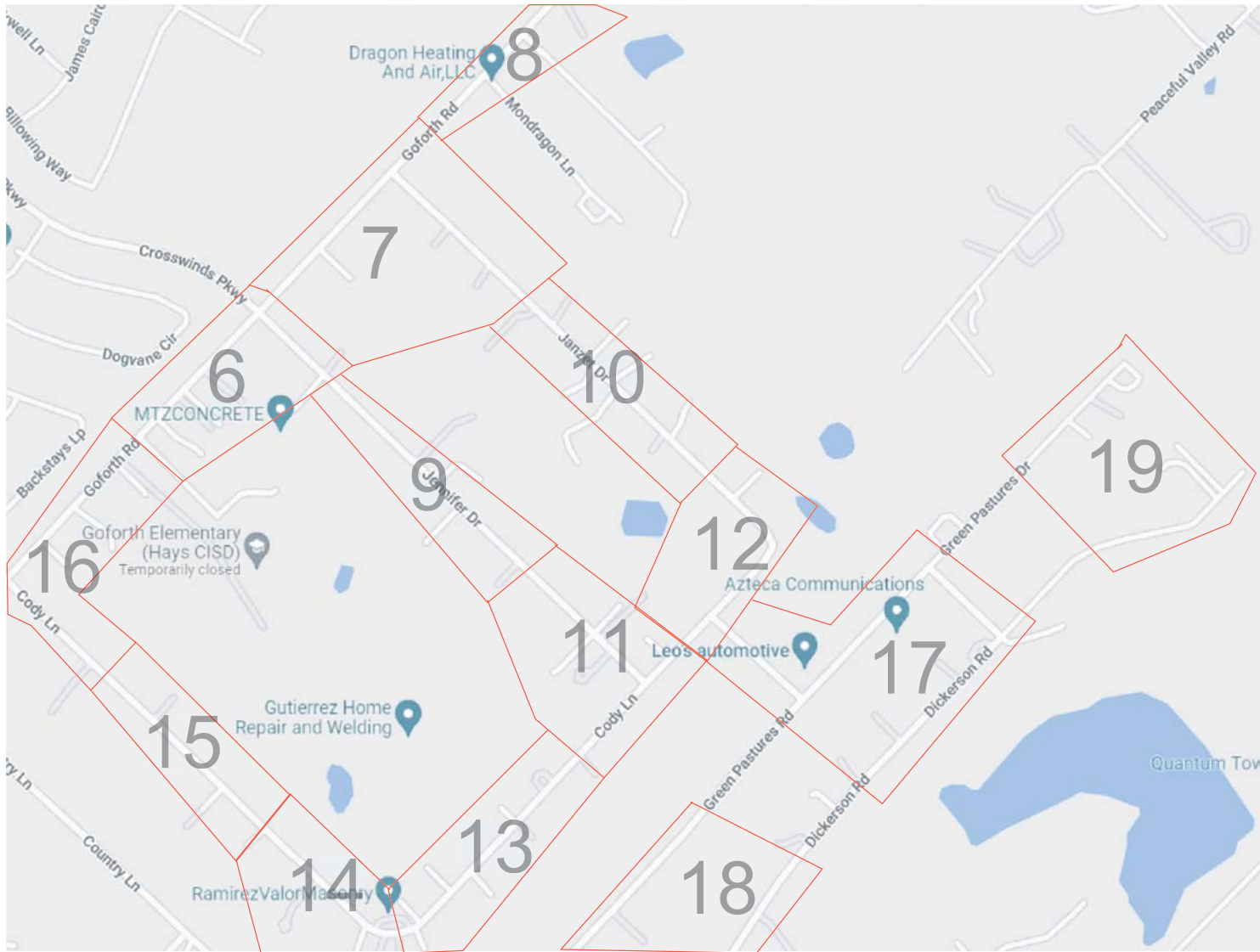
XXX

EST. #:

SHEET #:

CVR





VICINITY MAP- SHEET LAYOUT

PROPOSED WORK LOCATIONS

SHEET 6:

-Goforth Rd.
-Jennifer Dr.

SHEET 7:

-Goforth Rd.
-Janzet Dr.

SHEET 8:

-Goforth Rd.

SHEET 9:

-Jennifer Dr.

SHEET 10:

-Janzet Dr.

SHEET 11:

-Jennifer Dr.
-Christopher Dr.

SHEET 12:

-Janzet Dr.
-Christopher Dr.
-Connector Rd.

SHEET 13:

-Christopher Dr.

SHEET 14:

-Cody Ln.

SHEET 15:

-Cody Ln.

SHEET 16:

-Cody Ln.
-Goforth Rd.

SHEET 17:

-Connector Rd.
-Green Pastures Dr.
-Lakeland Dr.
-Dickerson Rd.

SHEET 18:

-Green Pastures Dr.
-Dickerson Rd.

SHEET 19:

-Green Pastures Dr.
-Dickerson Rd.



JOB ID: 5312644 H3012 | DATE: 12/1/22

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

CONSTRUCTION NOTE:
BORE FIBER TRANSITIONS
TO AERIAL FIBER AT P.13

MATCH LINE A
SEE SHEET #2

50' RW
25' EOP
17' FIBER-EOP

BORE 305'

JENNIFER DR

MATCH LINE B
SEE SHEET #4

GOFORTH RD

P.1X5
P.NT-100

P.1X3
HH1

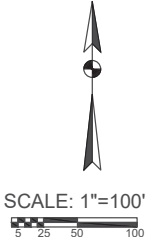
P.NT-5064

MATCH LINE C
SEE SHEET #11

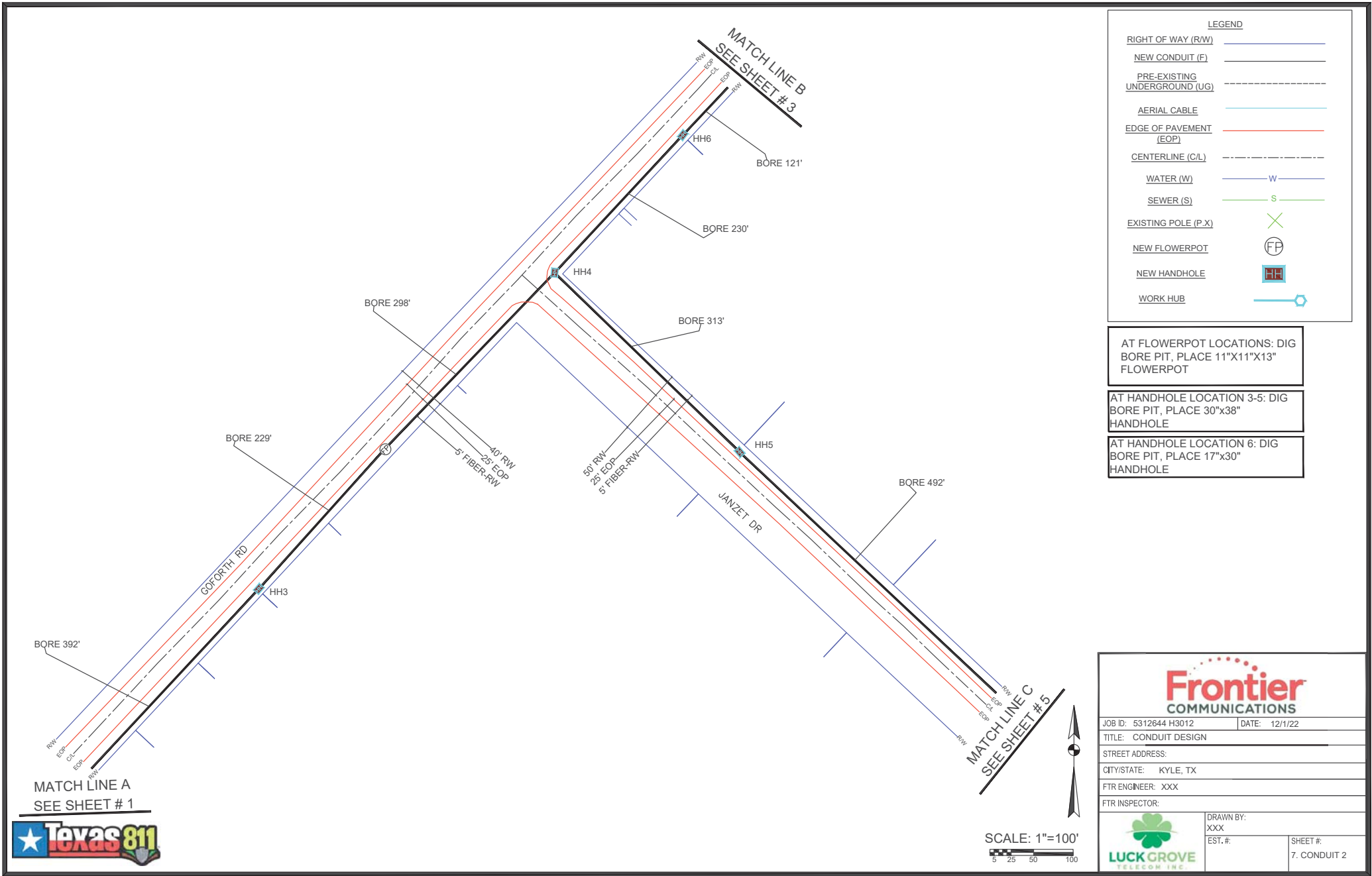
LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 1: DIG
BORE PIT, PLACE 3"x3" HANDHOLE

AT HANDHOLE LOCATION 2: DIG
BORE PIT, PLACE 17"x30"
HANDHOLE



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
EST. #:	SHEET #: 6. CONDUIT 1



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 FLOWPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWPOT

AT HANDHOLE LOCATION 3-5: DIG
BORE PIT, PLACE 30"x38"
HANDHOLE

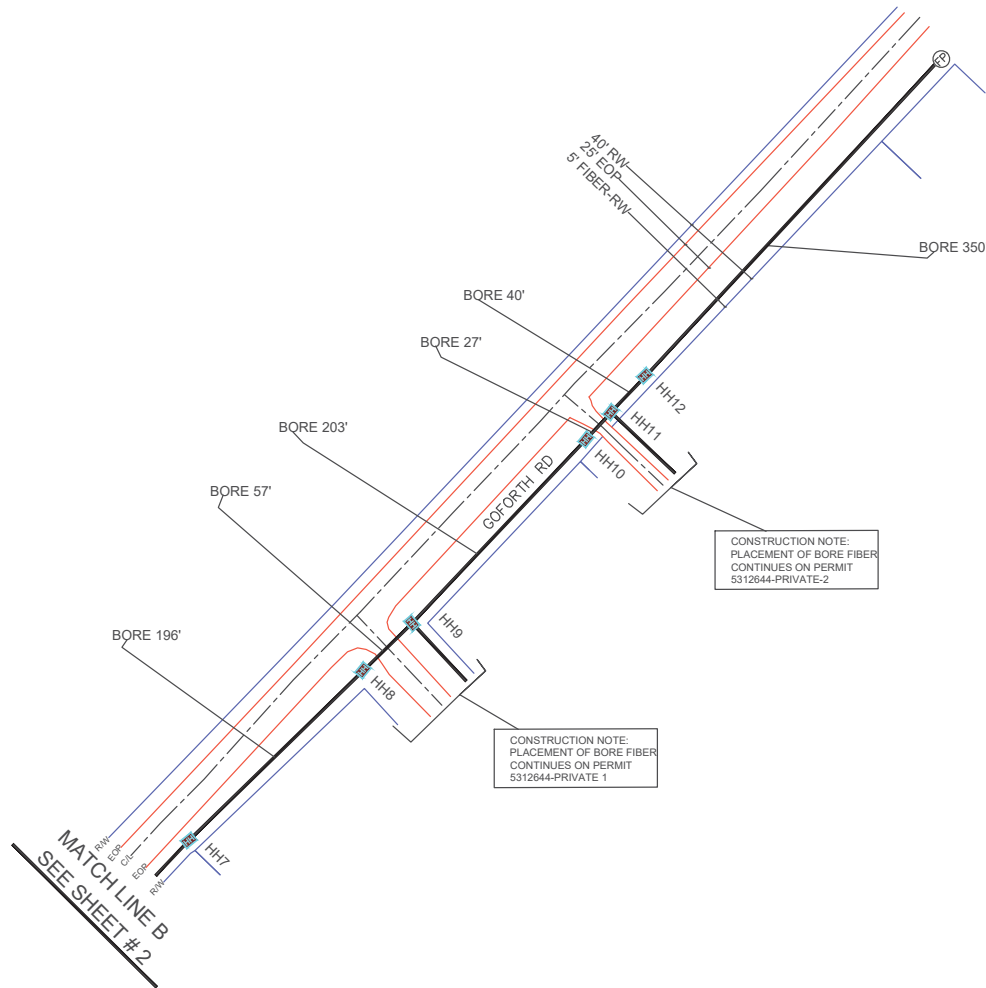
AT HANDHOLE LOCATION 6: DIG
BORE PIT, PLACE 17"x30"
HANDHOLE



SCALE: 1"=100'



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	SHEET #: 7. CONDUIT 2



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 FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

AT HANDHOLE LOCATION 7: DIG BORE PIT, PLACE 2"x3" HANDHOLE

AT HANDHOLE LOCATION 8-12: DIG BORE PIT, PLACE 17"x30" HANDHOLE



SCALE: 1"=100'



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 8. CONDUIT 3	

MATCH LINE B
SEE SHEET # 1

BORE 503'

50' RW
25' EOP
5' FIBER-RW

HH13

BORE 252'

HH14

BORE 511'

JENNIFER DR

HH15

MATCH LINE A
SEE SHEET # 6

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 13: DIG BORE PIT, PLACE 2"x3" HANDHOLE

AT HANDHOLE LOCATION 14-15: DIG BORE PIT, PLACE 17"x30" HANDHOLE



SCALE: 1"=100'
0 25 50 100



Frontier
COMMUNICATIONS

JOB ID: 5312644 H3012 DATE: 12/1/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

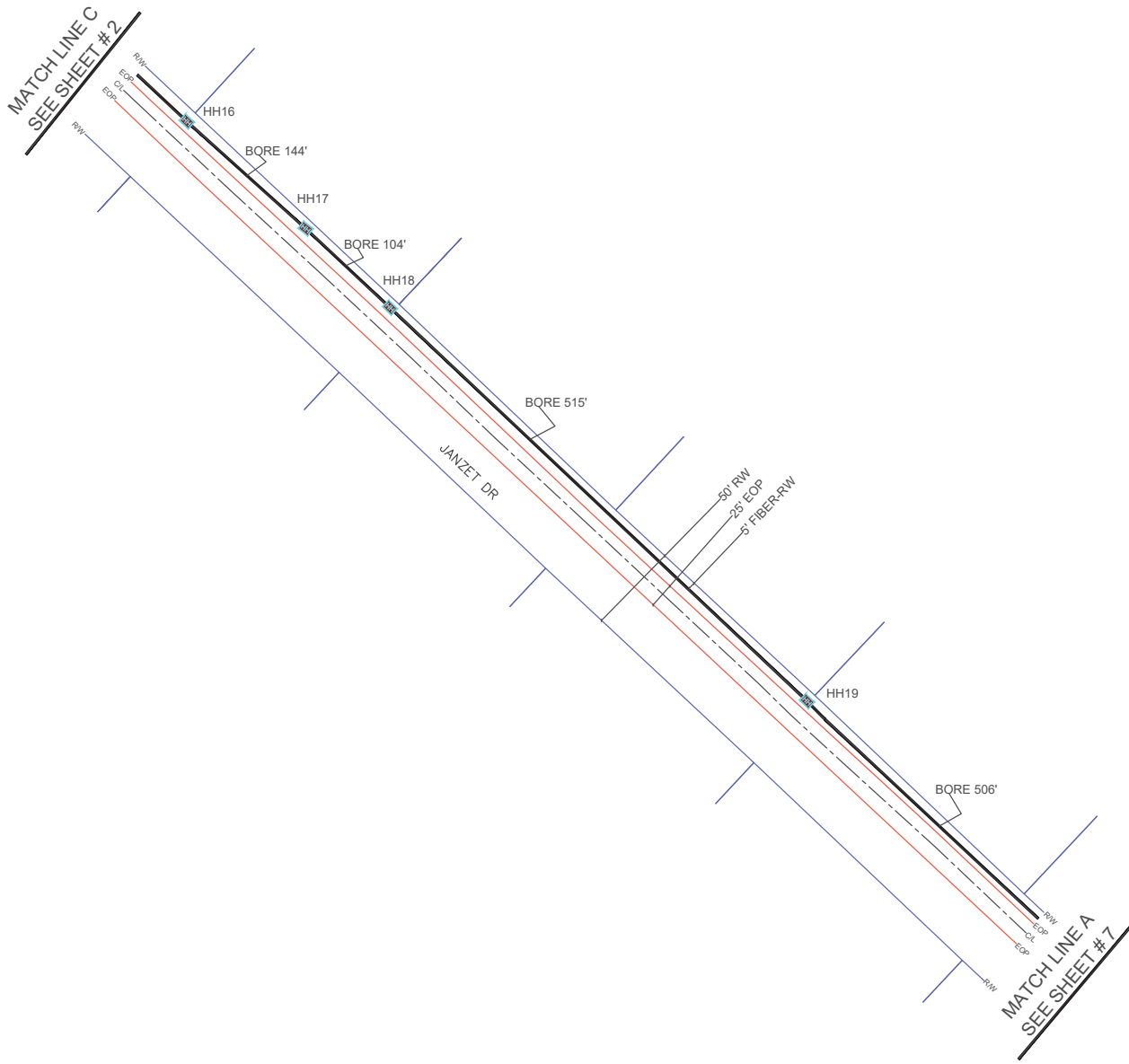
DRAWN BY:

EST. #:

LUCK GROVE
TELECOM INC.

SHEET #:
9. CONDUIT 4

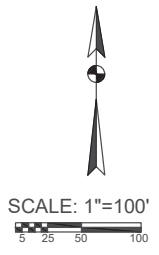
MATCH LINE C
SEE SHEET #2



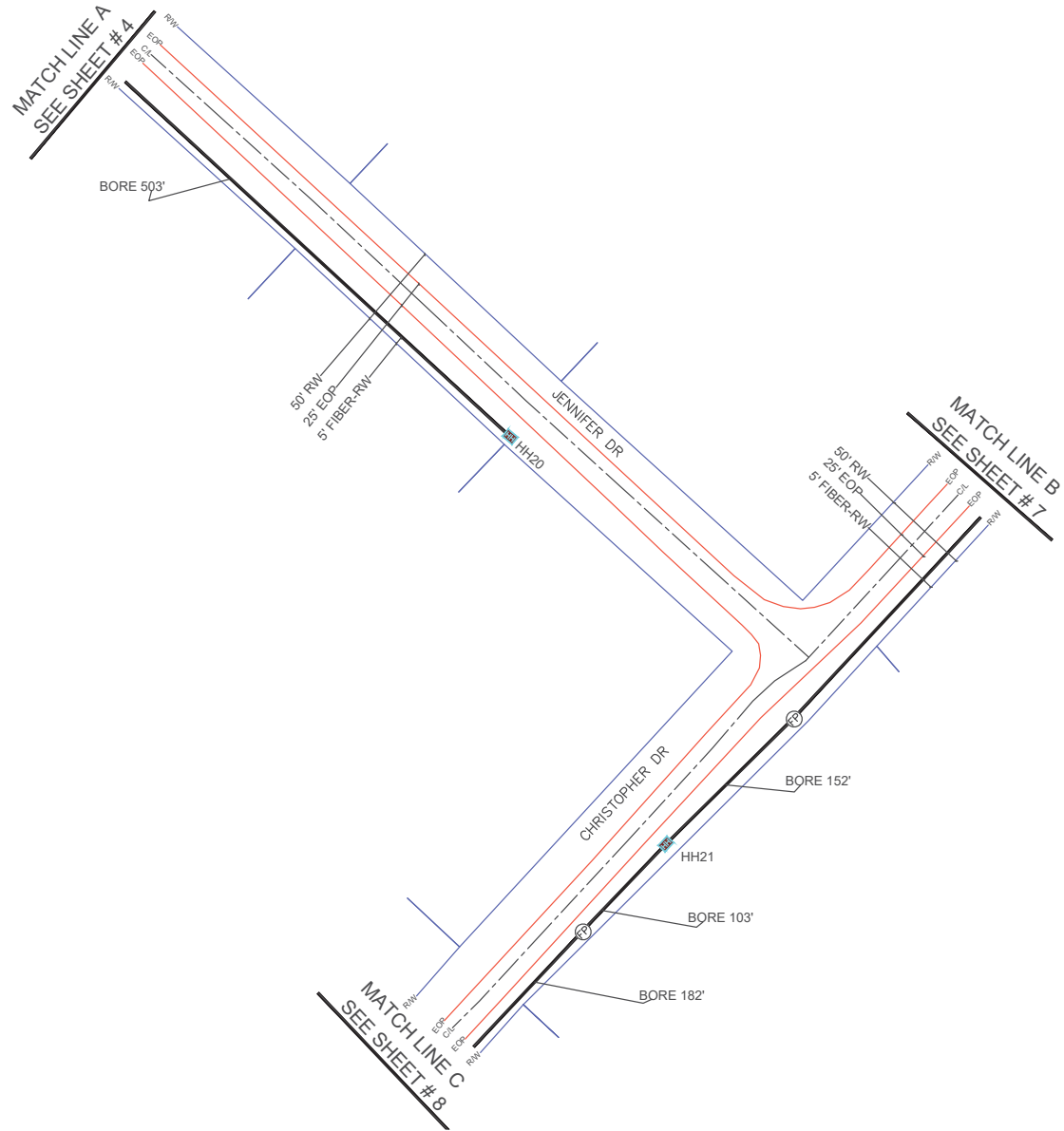
MATCH LINE A
SEE SHEET #7

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 16-19:
DIG BORE PIT, PLACE 30"x48"
HANDHOLE



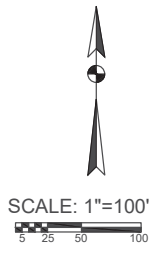
Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
	EST. #:
SHEET #: 10. CONDUIT 5	



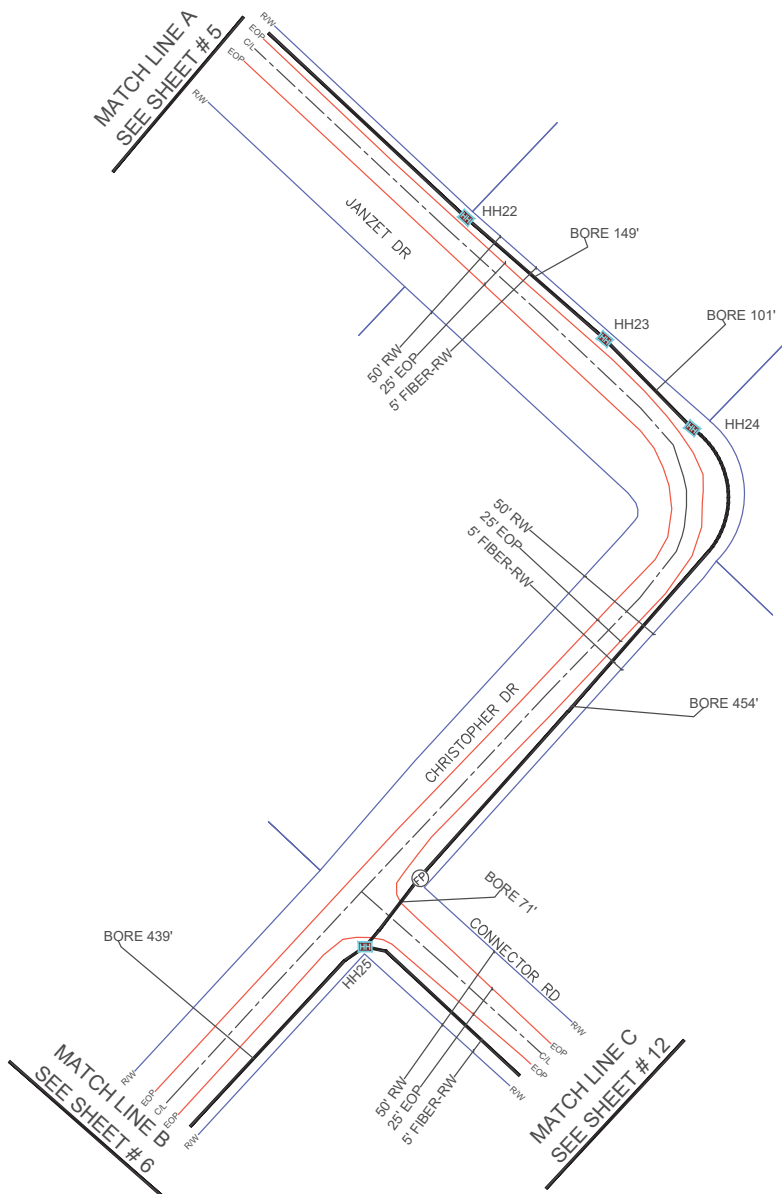
LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

AT HANDHOLE LOCATION 20-21: DIG BORE PIT, PLACE 17"x30" HANDHOLE



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 11. CONDUIT 6	



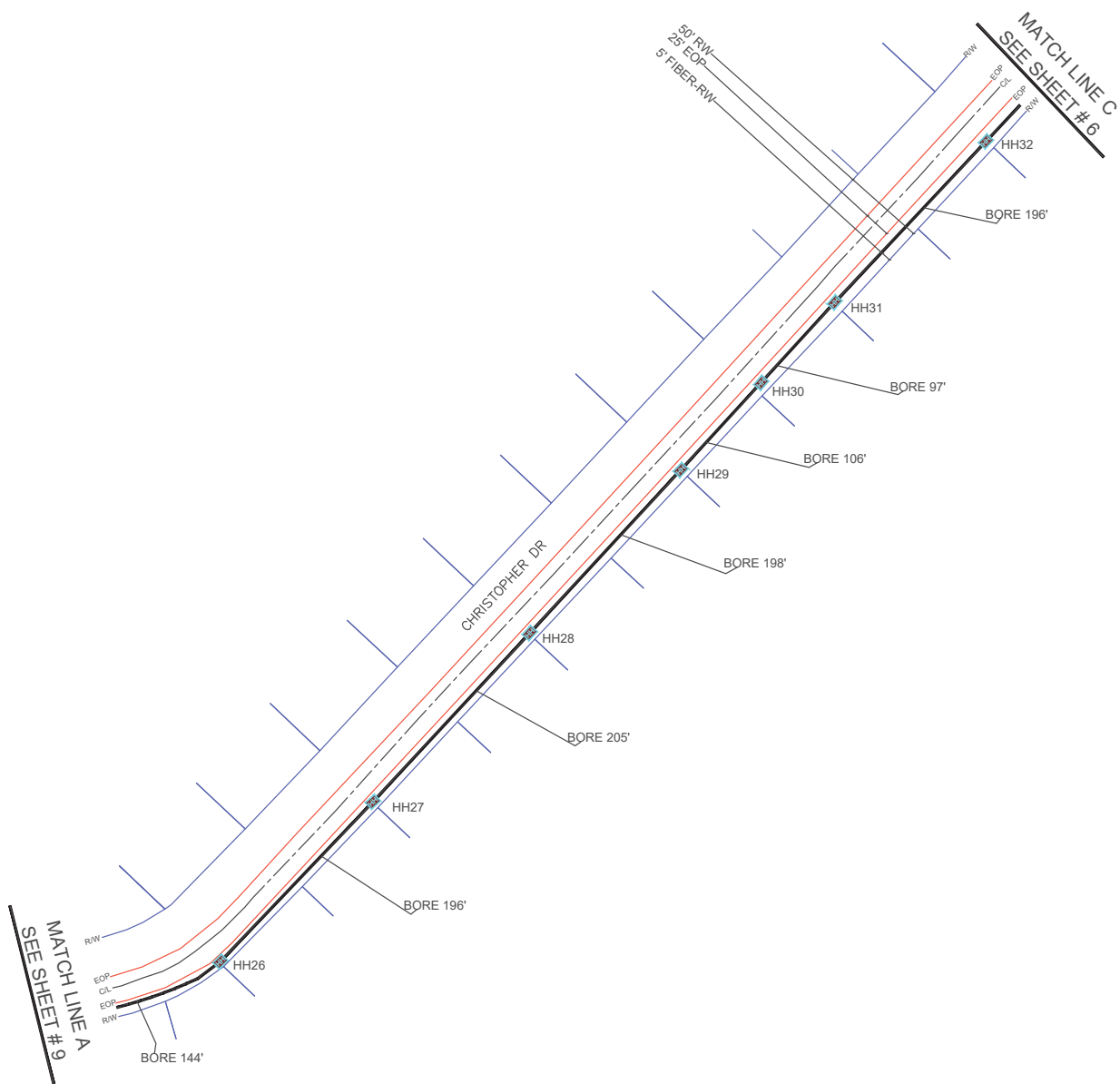
LEGEND	
RIGHT OF WAY (R/W)	—
NEW CONDUIT (F)	—
PRE-EXISTING UNDERGROUND (UG)	- - -
AERIAL CABLE	—
EDGE OF PAVEMENT (EOP)	—
CENTERLINE (C/L)	- - -
WATER (W)	— W —
SEWER (S)	— S —
EXISTING POLE (P.X)	X
NEW FLOWERPOT	⊕
NEW HANDHOLE	⊞
WORK HUB	⊕

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

AT HANDHOLE LOCATION 22-25: DIG BORE PIT, PLACE 30"x48" HANDHOLE



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
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 FLOWPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 26: DIG BORE PIT, PLACE 2"x3" HANDHOLE

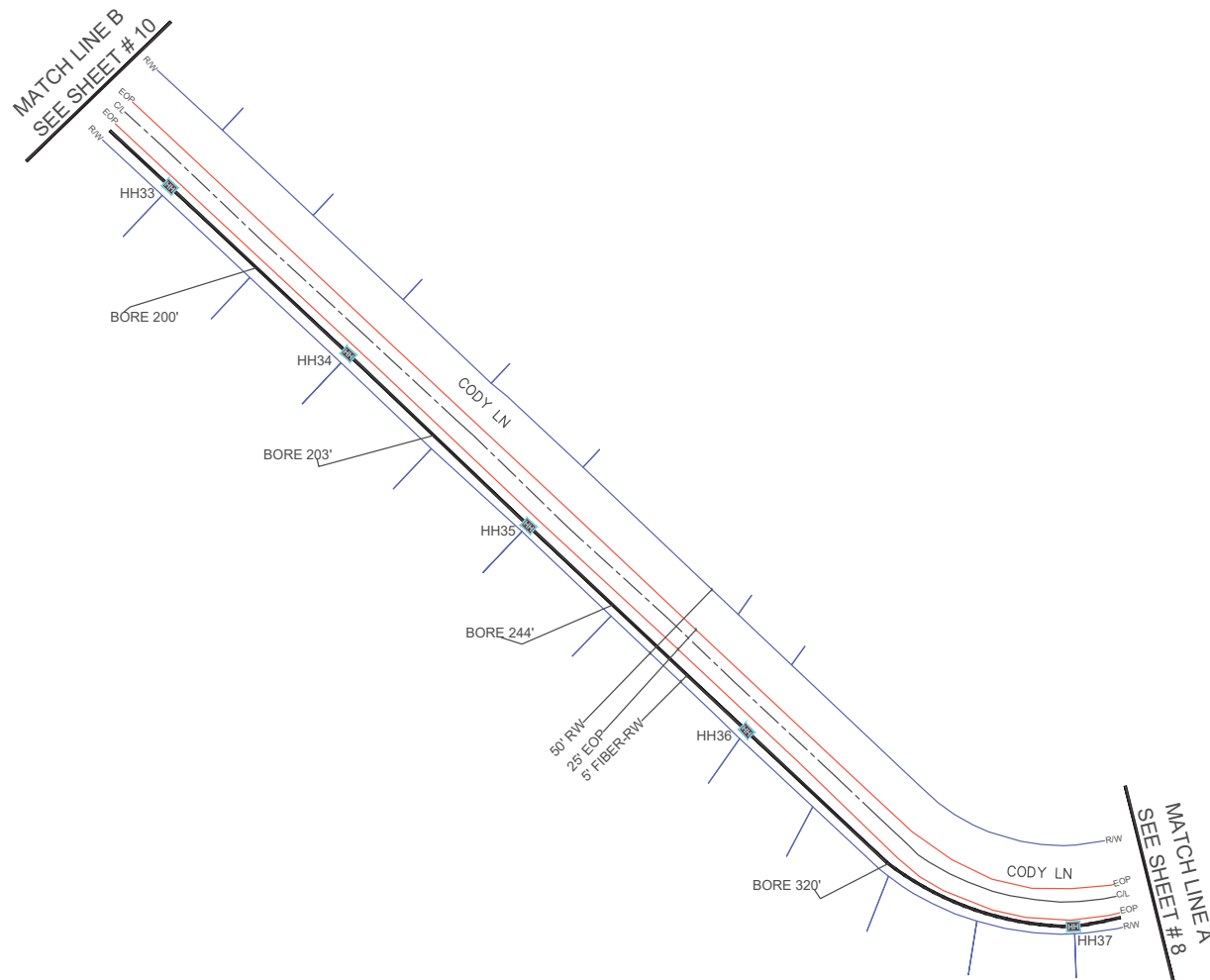
AT HANDHOLE LOCATION 27-32: DIG BORE PIT, PLACE 17"x30" HANDHOLE



SCALE: 1"=100'

Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
EST. #:	SHEET #: 13. CONDUIT 8

MATCH LINE B
SEE SHEET # 10



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 35: DIG BORE PIT, PLACE 2"x3" HANDHOLE

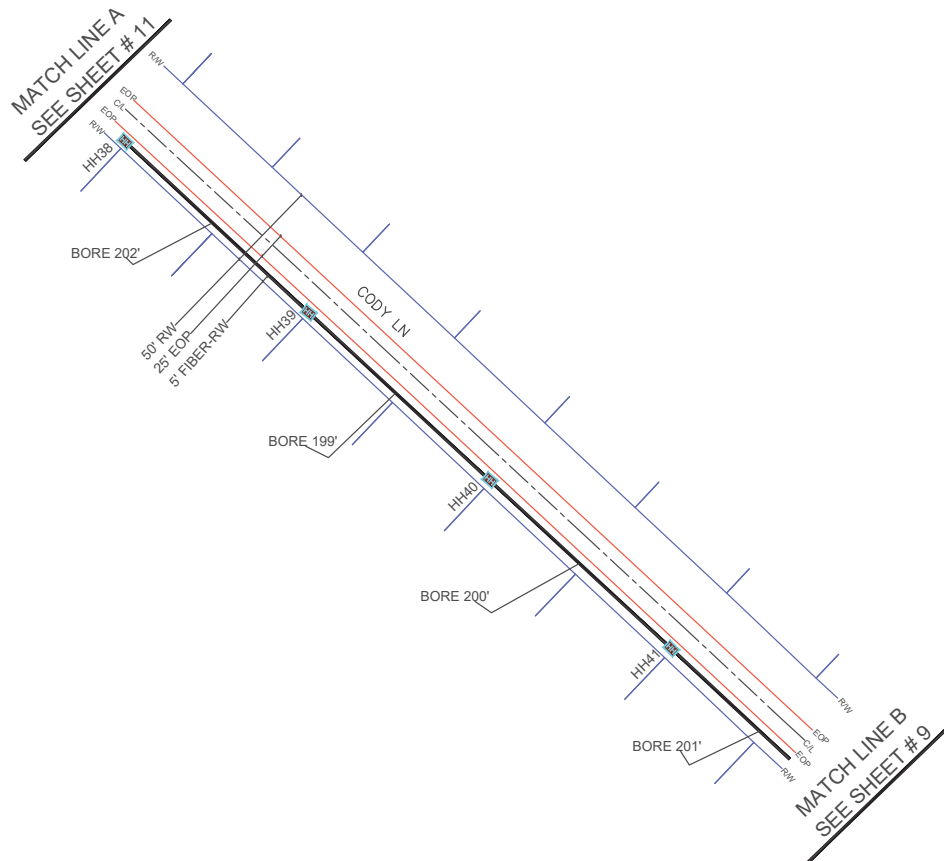
AT HANDHOLE LOCATION 33-34, 36-37: DIG BORE PIT, PLACE 17"x30" HANDHOLE



SCALE: 1"=100'



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 14. CONDUIT 9	

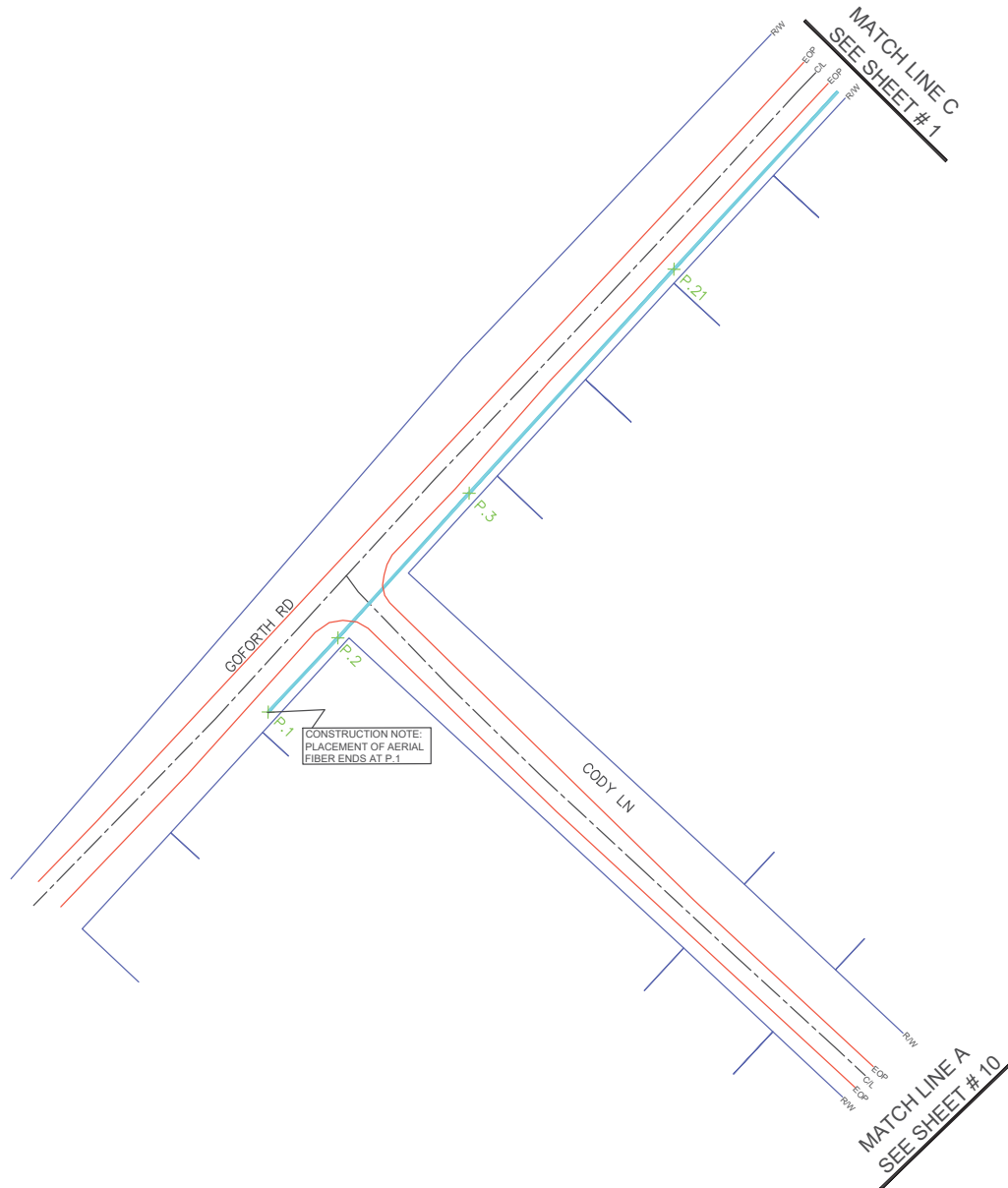


LEGEND	
RIGHT OF WAY (RW)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

AT HANDHOLE LOCATION 38-41:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 15. CONDUIT 10	




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	⊕

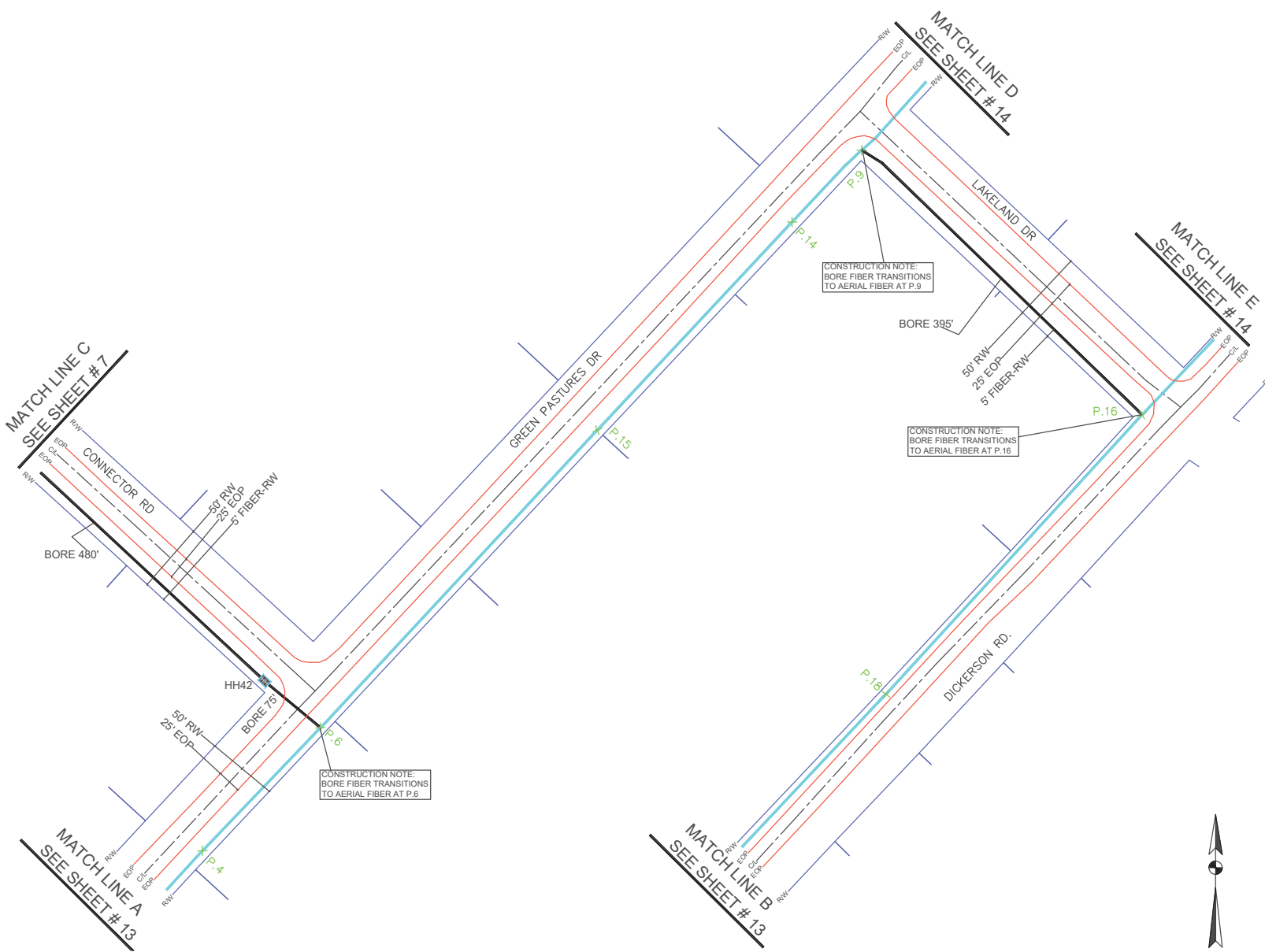


SCALE: 1"=100'

5 25 50 100



Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	
DRAWN BY: XXX	SHEET #: 16. CONDUIT 11
EST. #:	



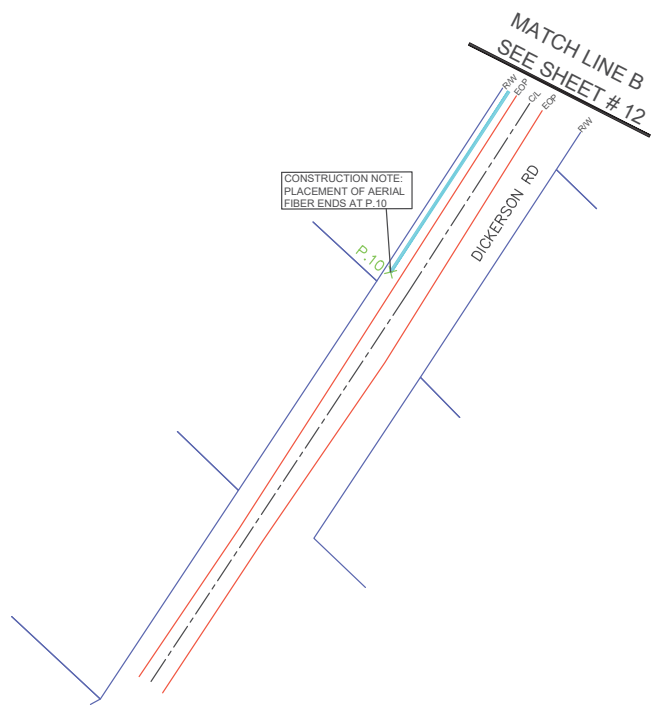
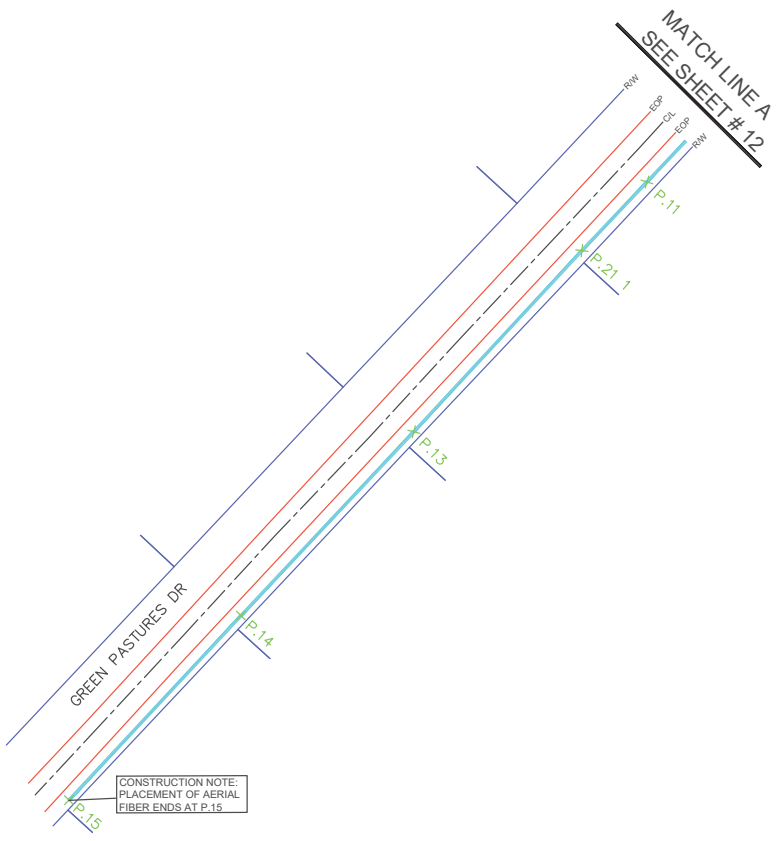
LEGEND

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)	X
NEW FLOWERPOT	⊙
NEW HANDHOLE	⊞
WORK HUB	⊕

AT HANDHOLE LOCATION 42: DIG BORE PIT, PLACE 30"x48" HANDHOLE

Frontier COMMUNICATIONS

JOB ID: 5312644 H3012	DATE: 12/1/22
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 #: 17. CONDUIT 12

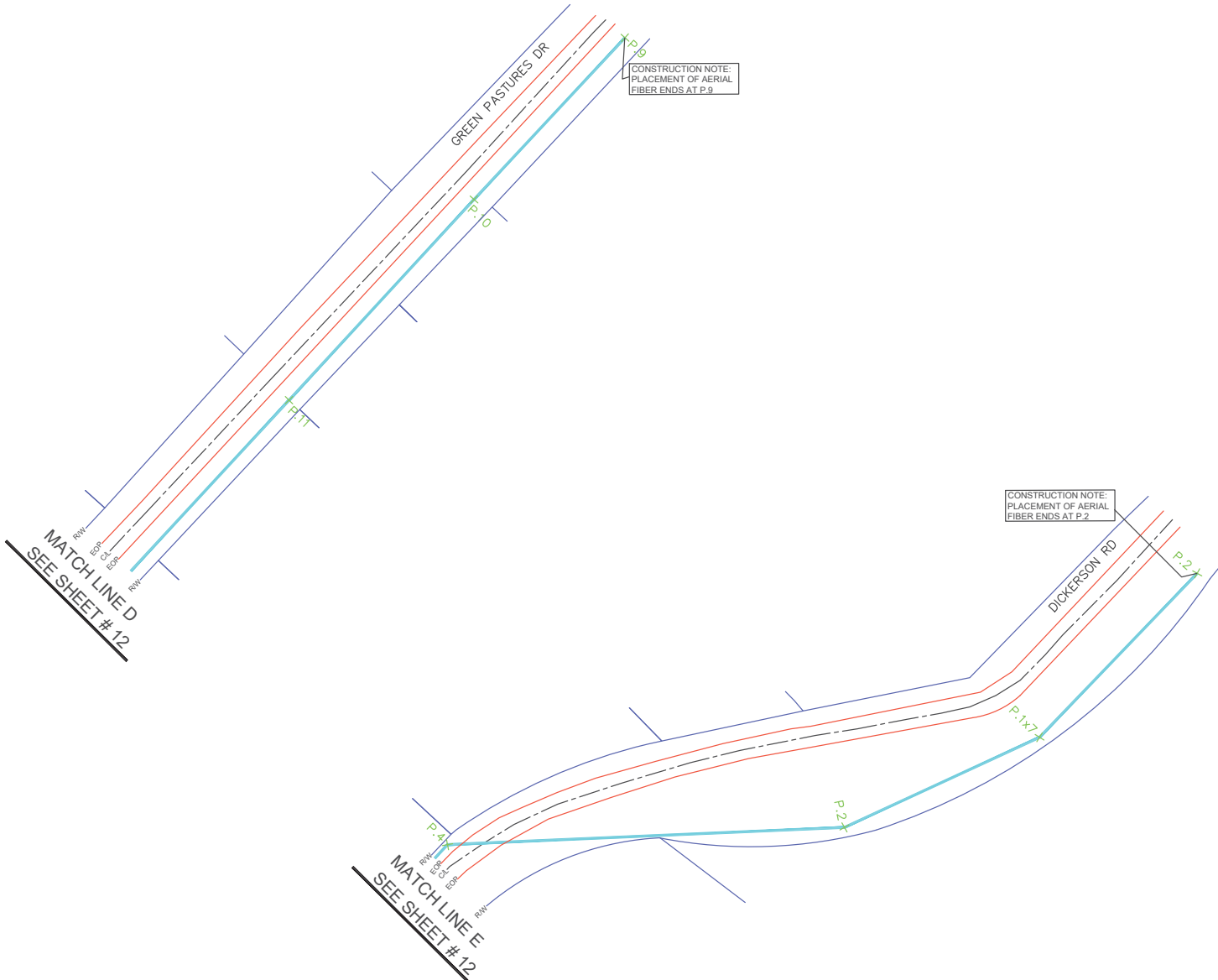


LEGEND	
RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
EXISTING POLE (P.X)	
NEW FLOWERPOT	
NEW HANDHOLE	
WORK HUB	

SCALE: 1"=100'

5 25 50 100

JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
EST. #:	SHEET #: 18. CONDUIT 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	

Frontier COMMUNICATIONS	
JOB ID: 5312644 H3012	DATE: 12/1/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: KYLE, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
	DRAWN BY: XXX
	EST. #: 19. CONDUIT 14

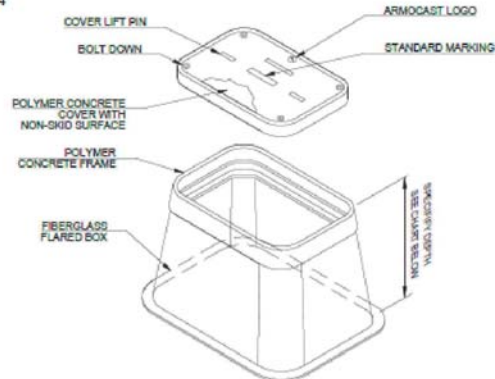
24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

FIBERGLASS

A6001974

ARMORCAST PRODUCTS COMPANY



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 8"	10K / 20K	8 / 15	A6001974EX8	50 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 16"	10K / 20K	8 / 15	A6001974EX16	62 lbs.	3

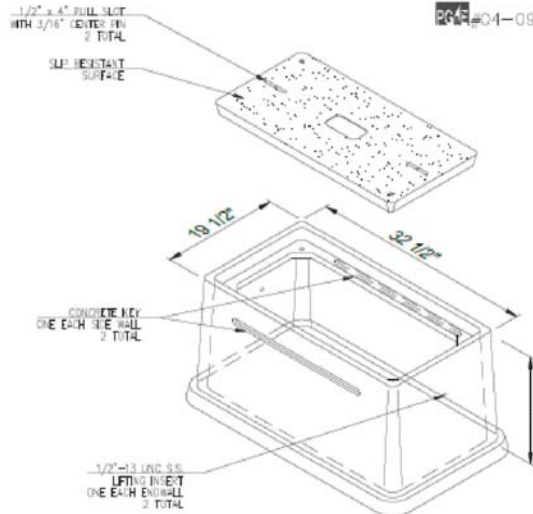
- Boxes are Open Bottom.
 - For sizes not shown please contact Armorcast Products for more information.
- www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

17x30 HANDHOLE NON-CONCRETE

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E 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 W.U.C.

PG&E #04-0936



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT. LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	184
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x3"	04-0117	3" EXTENSIONS	47
17"x30"x3"	04-3720	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.

1/25/08
JENSEN PRECAST (INC)
© 2008 Jensen Precast

JENSEN
PRECAST

Frontier
COMMUNICATIONS

JOB ID: 5312644 H3012 DATE: 12/1/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

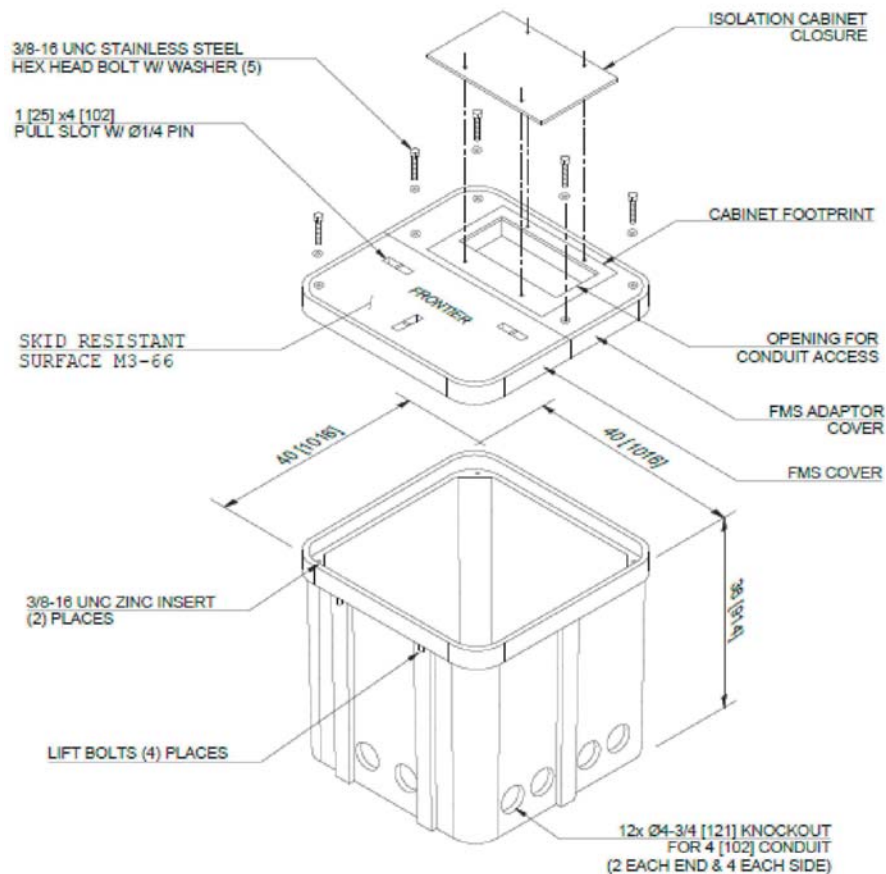
LUCK GROVE
TELECOM INC.

DRAWN BY:
XXX

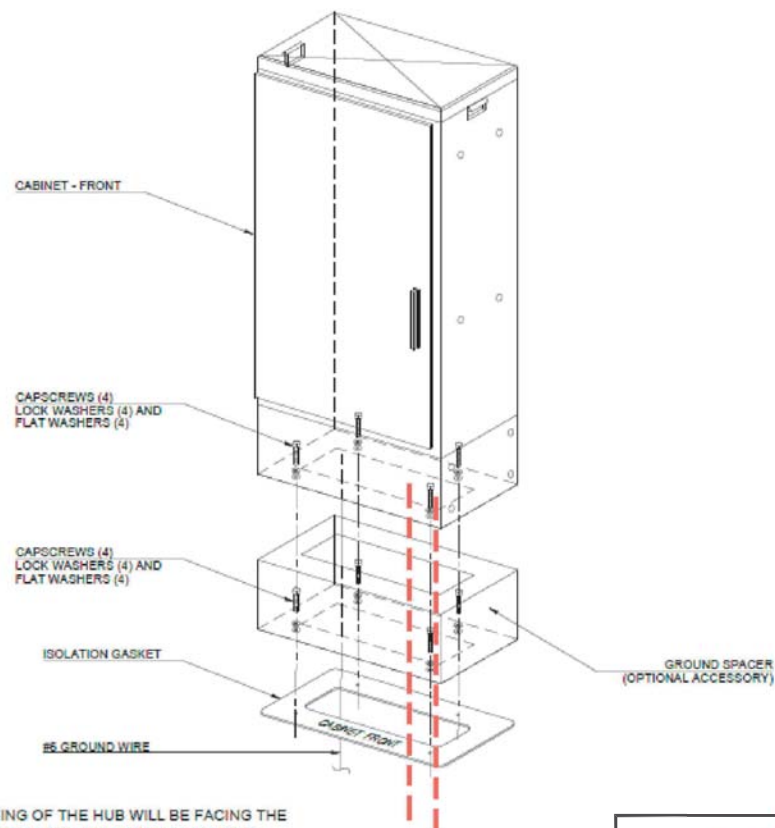
EST. #:

SHEET #:

DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB



GENERATION III
FIBER DISTRIBUTION HUB

Frontier
COMMUNICATIONS

JOB ID: 5312644 H3012 DATE: 12/1/22

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: KYLE, TX

FTR ENGINEER: XXX

FTR INSPECTOR:



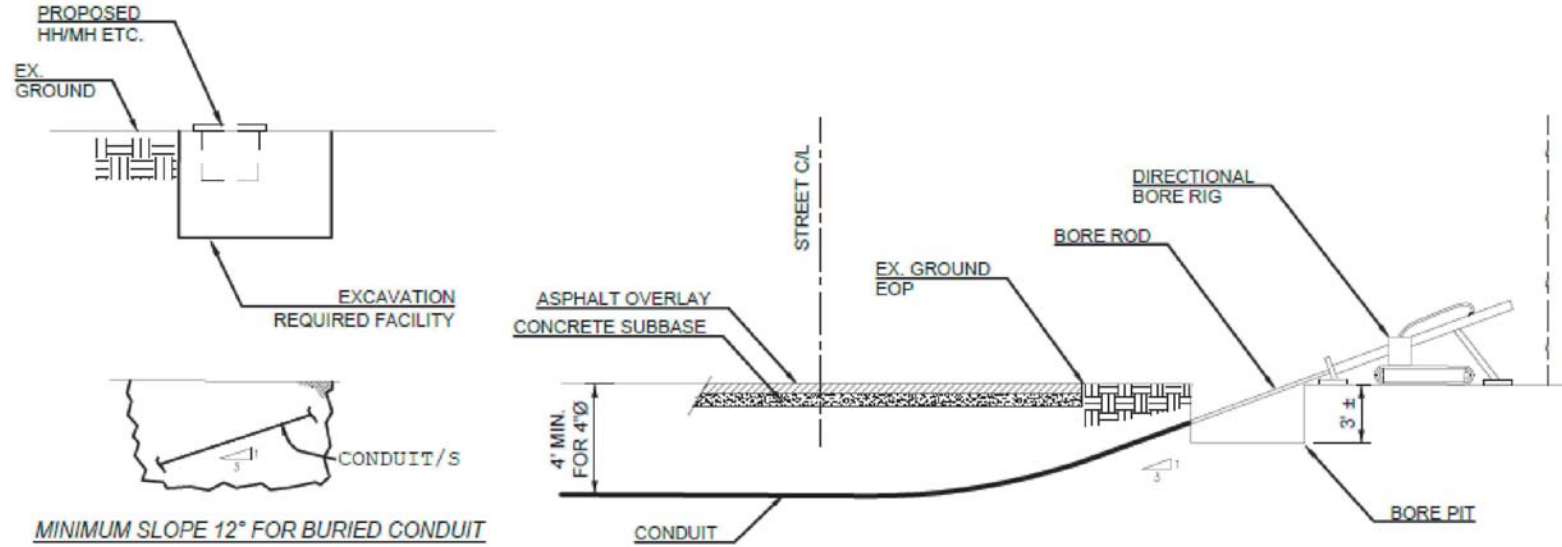
DRAWN BY:

XXX

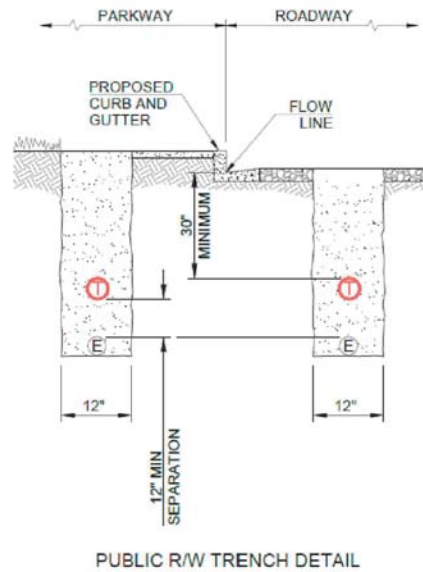
EST. #:

SHEET #:

DTL 2



DIRECTIONAL BORE DETAILS



Frontier
COMMUNICATIONS

JOB ID: 5312644 H3012 DATE: 12/1/22

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 4/4/2023 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

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-2023-6175-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): GOFORTH RD, CODY LN, JENNIFER DR, DICKERSON RD, JANSET DR, 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 .

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

05/08/2023

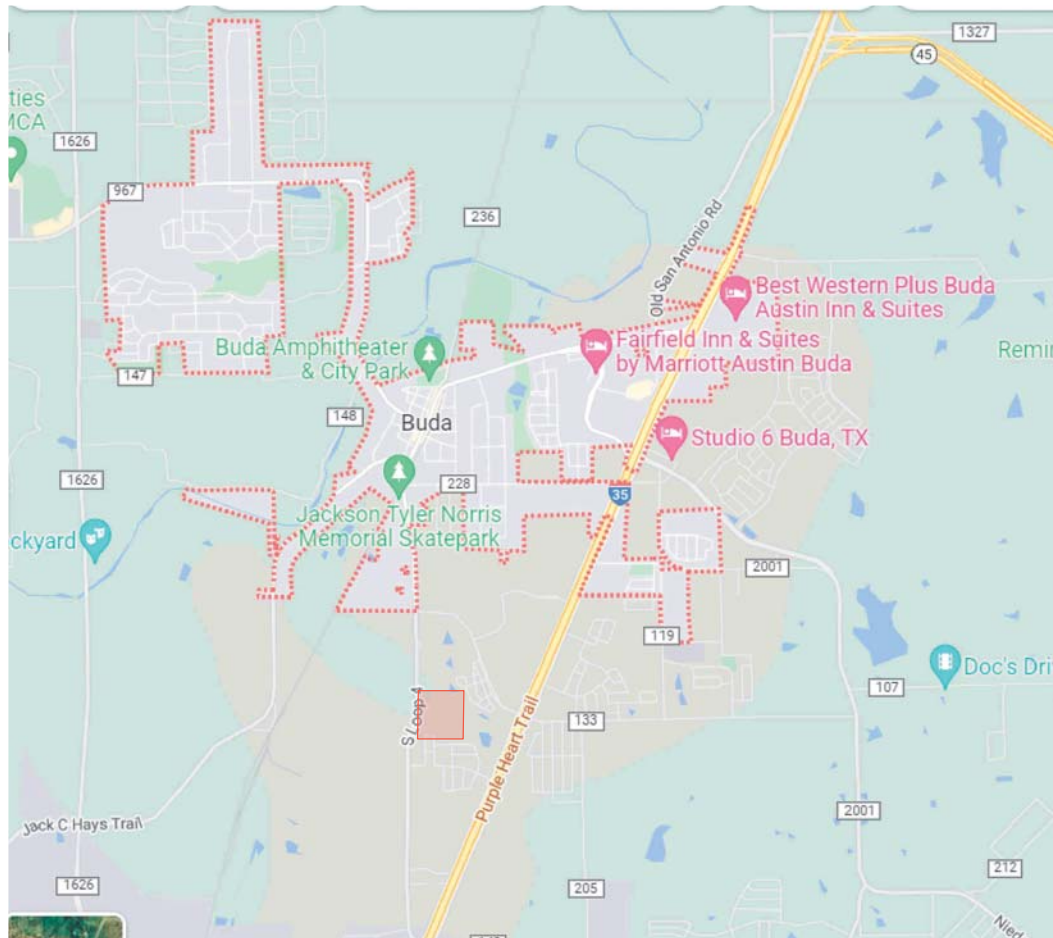
Signature

Title

Date

CONDUIT DESIGN

FTTH H3023



BUDA CITY VICINITY MAP

- BUDA CITY LIMITS
- PROPOSED WORK LOCATION

PROJECT TOTALS

PICKUP POINT:	FRONTIER FEEDER
PATH LENGTH:	2" BORE FOR 13,050'
MATERIALS:	<ul style="list-style-type: none">- 13,050' OF 1.25" HDPE- (34) 17"X30" HANDHOLES- (29) 30"X48" HANDHOLES- (7) 2"X3" HANDHOLES- (91) 11"X11"X13" FLOWERPOTS
SHEET INDEX	<ul style="list-style-type: none">- 1 CVR-COVER- 2 PLAN- 3-4 GENERAL NOTES- CONTACT SHEET- 1-5 CONDUIT DESIGN- DTL-DETAIL SHEETS



Frontier
COMMUNICATIONS

JOB ID: 5312656 H3023 DATE: 1/30/2023

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: BUDA, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

DRAWN BY:

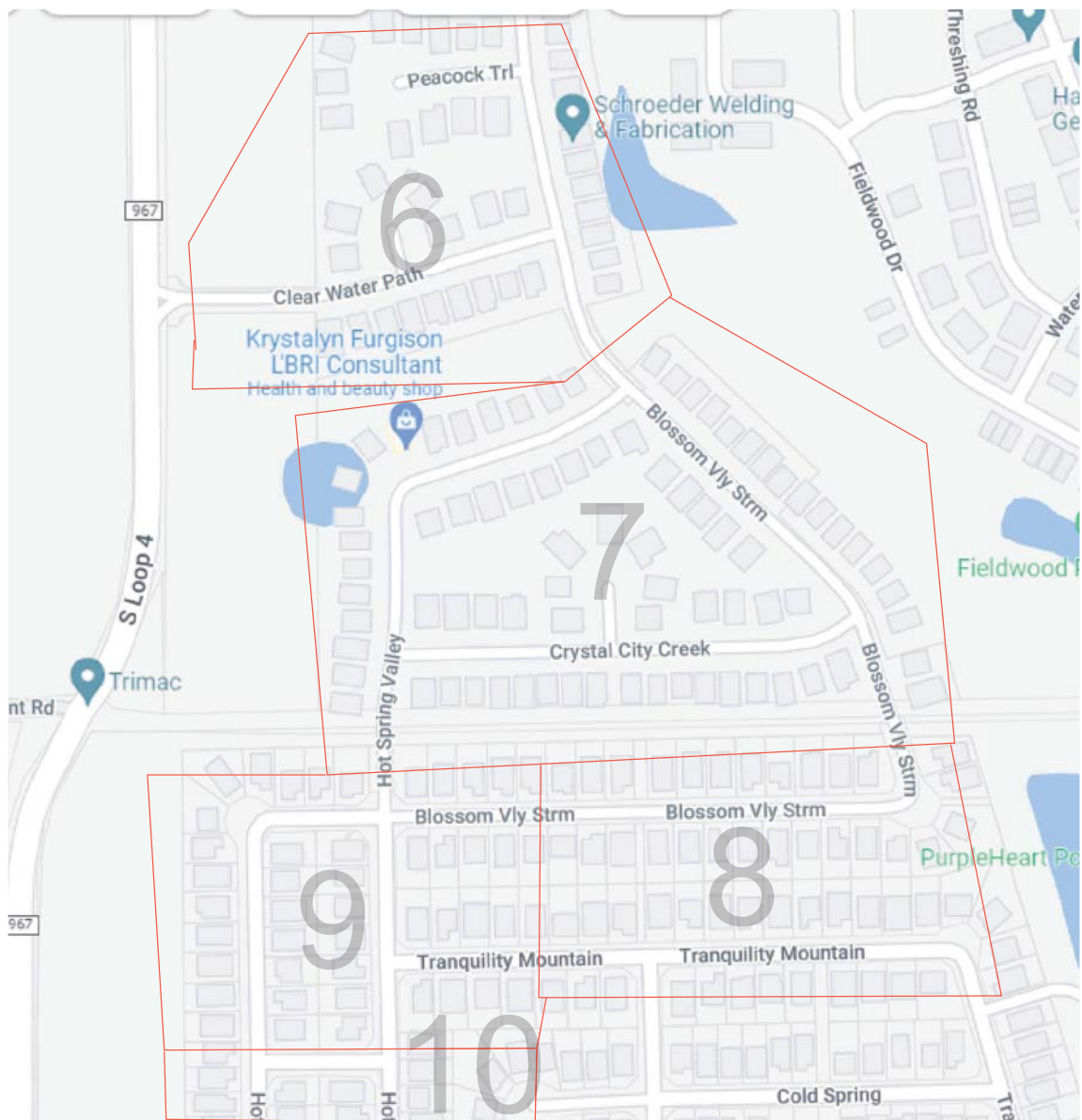
XXX

EST. #:

SHEET #:

CVR





VICINITY MAP- SHEET LAYOUT

PROPOSED WORK LOCATIONS

SHEET 6:

- Peacock Trl.
- Blossom Valley Strm.
- Clearwater Path
- Wake Grv.

SHEET 7:

- Blossom Valley Strm.
- Crystal City Creek
- Honey Grove
- Hot Spring Valley

SHEET 8:

- Blossom Valley Strm.
- Tranquility Mtn.

SHEET 9:

- Hot Spring Valley
- Blossom Valley Strm.
- Tranquility Mtn.

SHEET 10:

- Hot Spring Valley
- Rose Bud Spg.



JOB ID: 5312656 H3023 | DATE: 1/30/2023

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: BUDA, 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)	
GAS (G)	
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)

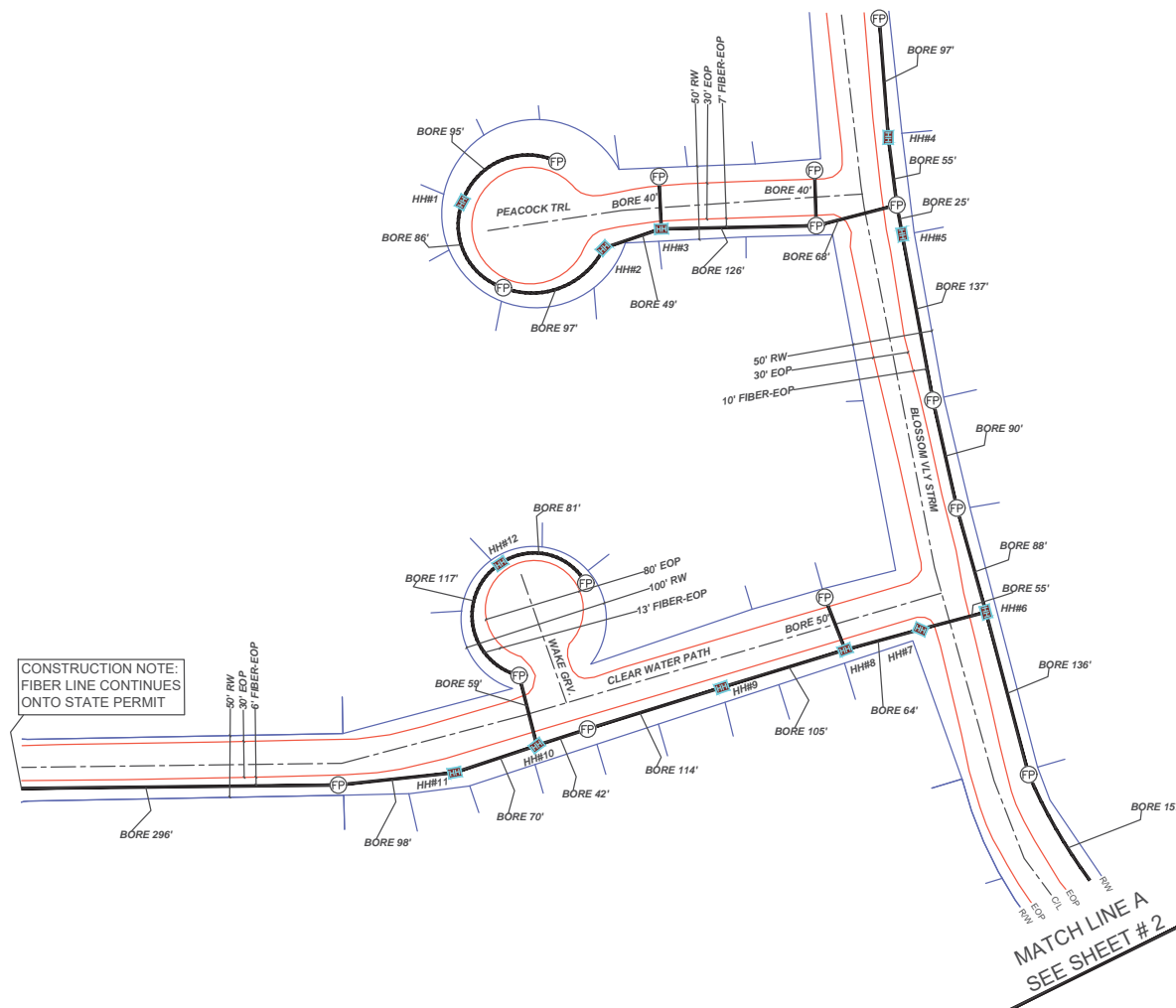
SOUTH TEXAS

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)	— W —
SEWER (S)	— S —
GAS (G)	— G —
EXISTING POLE (P.X)	X
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
WORK HUB	—

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

AT HANDHOLE LOCATION 6-11 : DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 1-5, 12: DIG BORE PIT, PLACE 17"x30" HANDHOLE

SCALE: 1"=100'

Frontier
COMMUNICATIONS

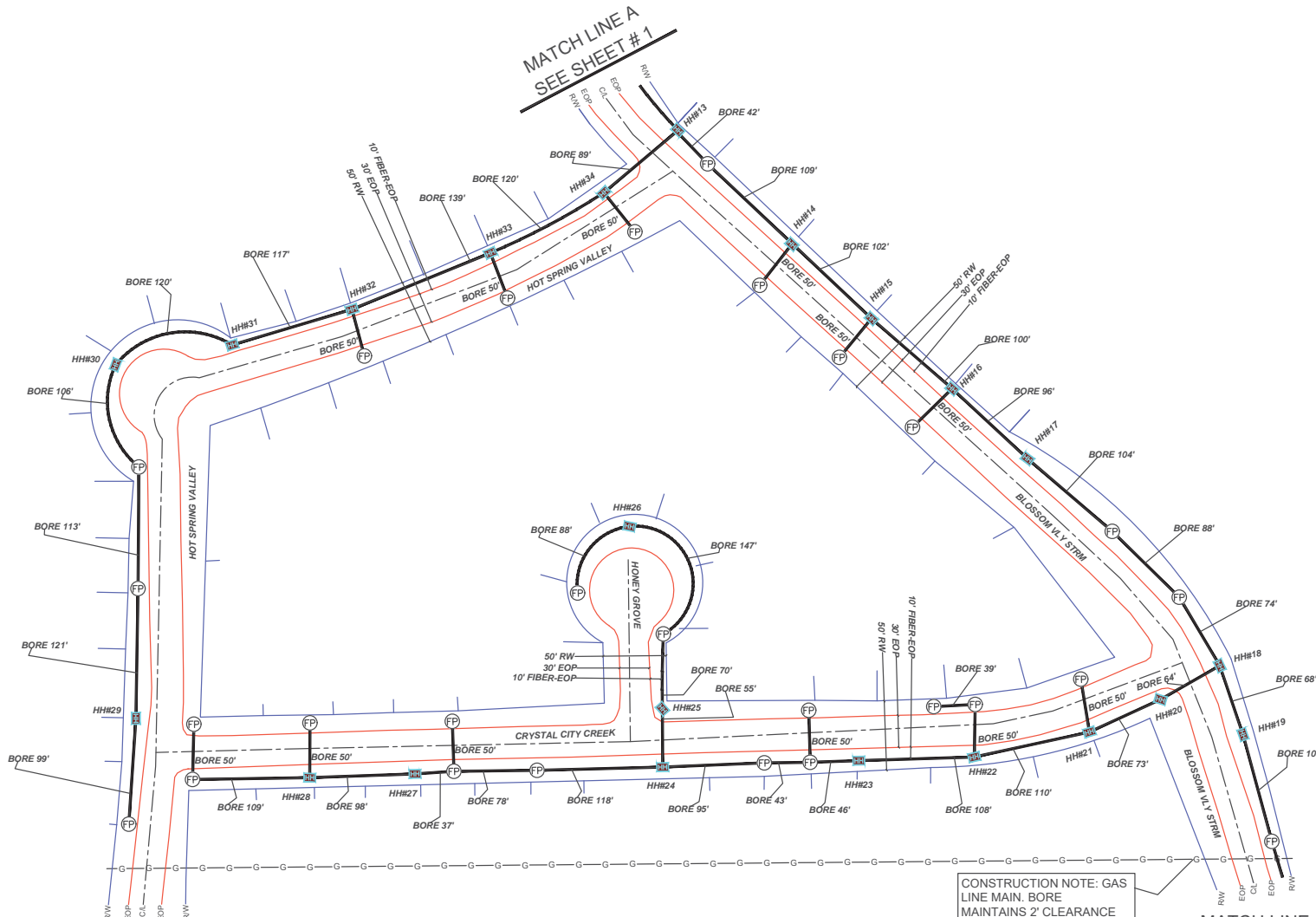
JOB ID: 5312656 H3023	DATE: 1/30/2023
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	



DRAWN BY: XXX	
EST. #:	SHEET #:
	6. CONDUIT 1



MATCH LINE A
SEE SHEET #1



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 —
GAS (G)	— G —
EXISTING POLE (P.X)	X
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
WORK HUB	—

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"x11"x13" FLOWERPOT

AT HANDHOLE LOCATION 13-19: DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 22-31: DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT HANDHOLE LOCATION 20-21, 32-34: DIG BORE PIT, PLACE 2"x3" HANDHOLE



SCALE: 1"=100'

0 25 50 100

MATCH LINE B
SEE SHEET # 4

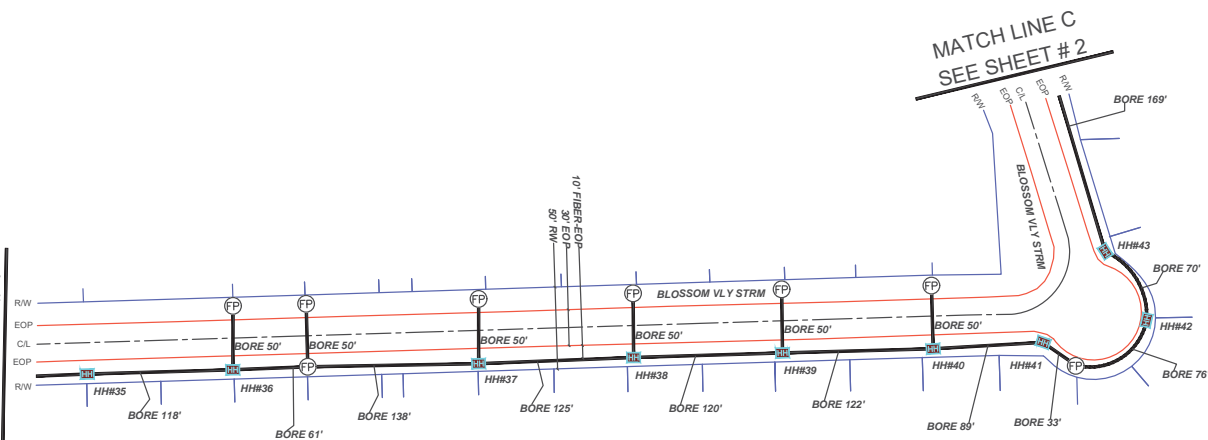
CONSTRUCTION NOTE: GAS LINE MAIN. BORE MAINTAINS 2' CLEARANCE TO GAS LINE.

MATCH LINE C
SEE SHEET # 3

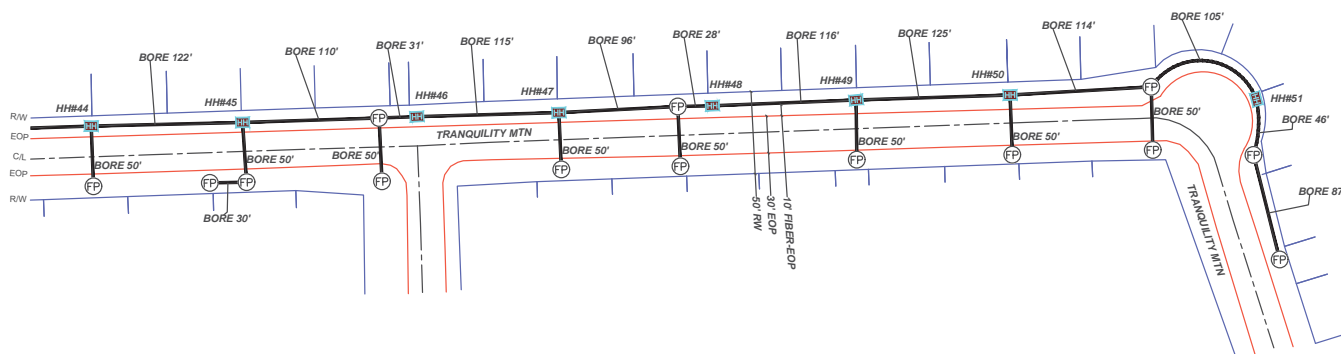


Frontier COMMUNICATIONS	
JOB ID: 5312656 H3023	DATE: 1/30/2023
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
 LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
SHEET #: 7. CONDUIT 2	

MATCH LINE A
SEE SHEET # 4



MATCH LINE D
SEE SHEET # 4



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 —
GAS (G)	— G —
EXISTING POLE (P.X)	X
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
WORK HUB	—

AT FLOWERPOT LOCATIONS: DIG
BORE PIT, PLACE 11"x11"x13"
FLOWERPOT



AT HANDHOLE LOCATION 35-45 :
DIG BORE PIT, PLACE 30"x48"
HANDHOLE

AT HANDHOLE LOCATION 46-51:
DIG BORE PIT, PLACE 17"x30"
HANDHOLE

SCALE: 1"=100'
0 25 50 100



Frontier COMMUNICATIONS	
JOB ID: 5312656 H3023	DATE: 1/30/2023
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
DRAWN BY: XXX	
EST. #:	SHEET #:
LUCK GROVE TELECOM INC.	8. CONDUIT 3

		
JOB ID: 5312656 H3023	DATE: 1/30/2023	
TITLE: CONDUIT DESIGN		
STREET ADDRESS:		
CITY/STATE: BUDA, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR:		
	DRAWN BY: XXX	
	EST. #:	SHEET #: 9. CONDUIT 4

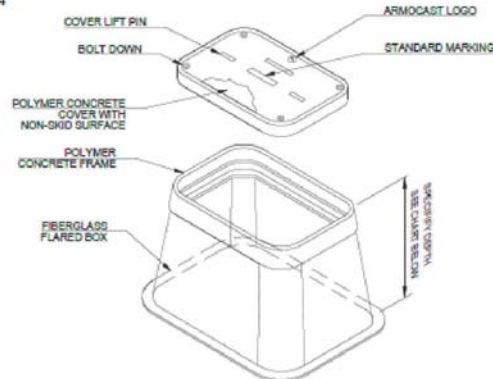
24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

FIBERGLASS

A6001974

ARMORCAST PRODUCTS COMPANY



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 8"	10K / 20K	8 / 15	A6001974EX8	50 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 16"	10K / 20K	8 / 15	A6001974EX16	62 lbs.	3

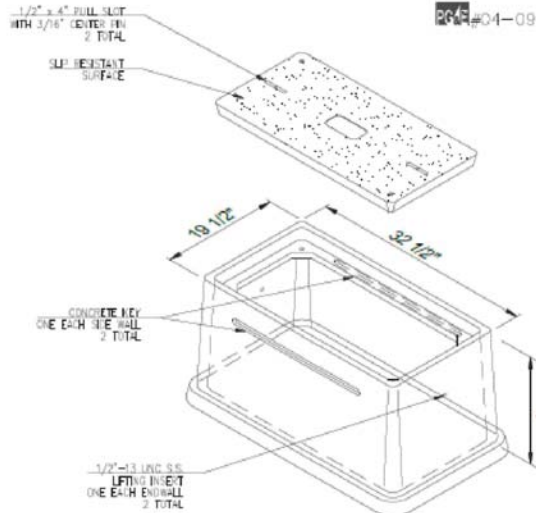
- Boxes are Open Bottom.
 - For sizes not shown please contact Armorcast Products for more information.
- www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

17x30 HANDHOLE NON-CONCRETE

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E 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 W.U.C.

PG&E #04-0936



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT. LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	184
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x3"	04-0117	3" EXTENSIONS	47
17"x30"x3"	04-3720	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.

1/25/08
17301974X18 (kg)
© 2008 Jensen Precast

JENSEN
PRECAST

Frontier
COMMUNICATIONS

JOB ID: 5312656 H3023 DATE: 1/30/2023

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: BUDA, TX

FTR ENGINEER: XXX

FTR INSPECTOR:

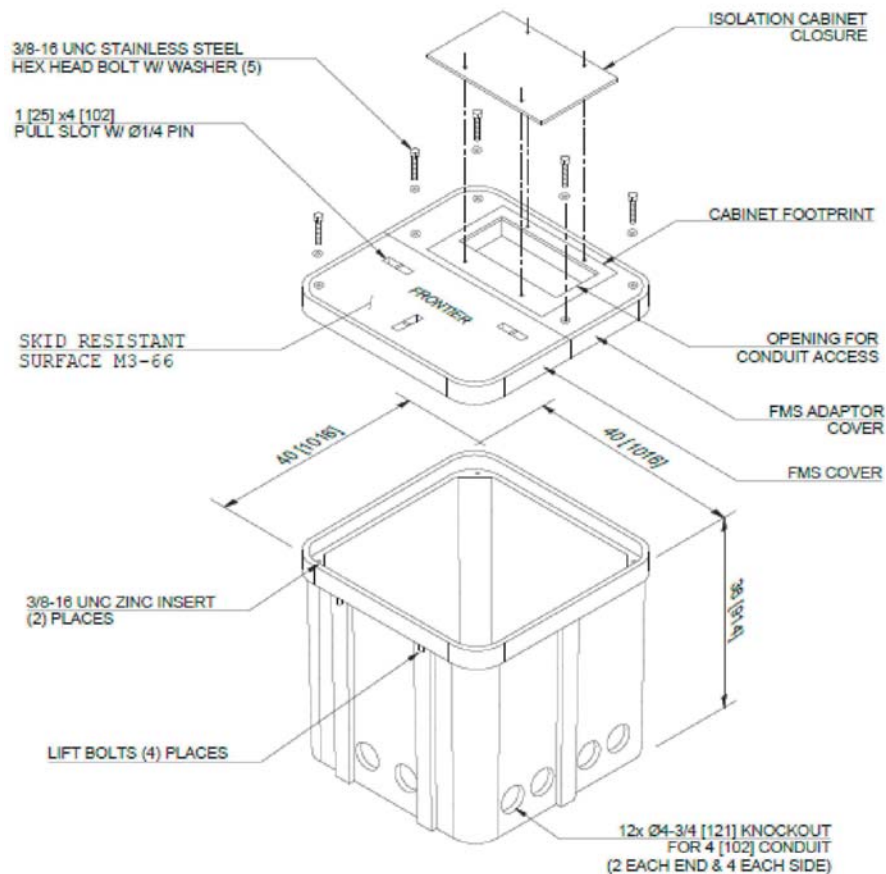
LUCK GROVE
TELECOM INC.

DRAWN BY:
XXX

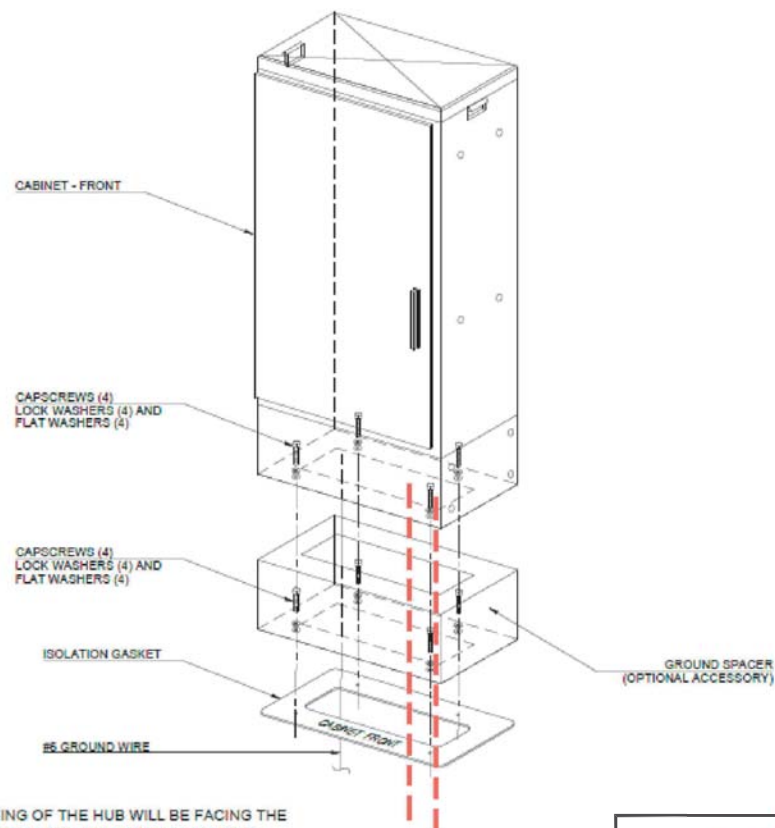
EST. #:

SHEET #:

DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB



GENERATION III
FIBER DISTRIBUTION HUB

Frontier
COMMUNICATIONS

JOB ID: 5312656 H3023 DATE: 1/30/2023

TITLE: CONDUIT DESIGN

STREET ADDRESS:

CITY/STATE: BUDA, TX

FTR ENGINEER: XXX

FTR INSPECTOR:



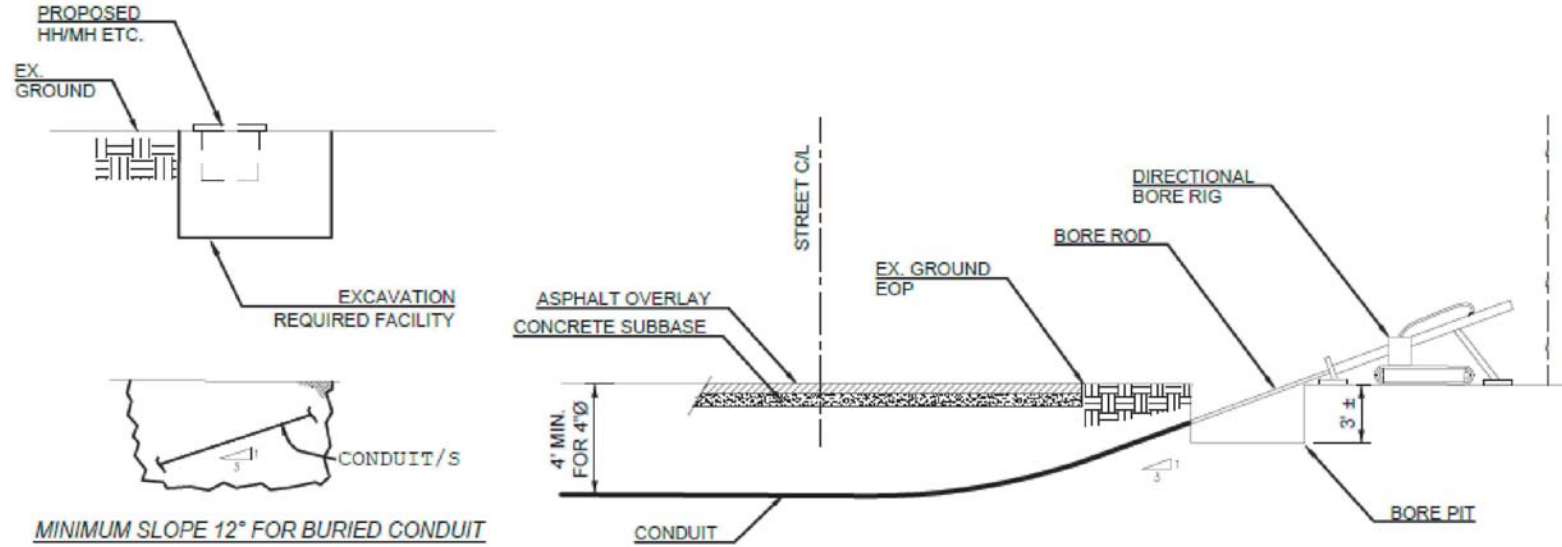
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XXX

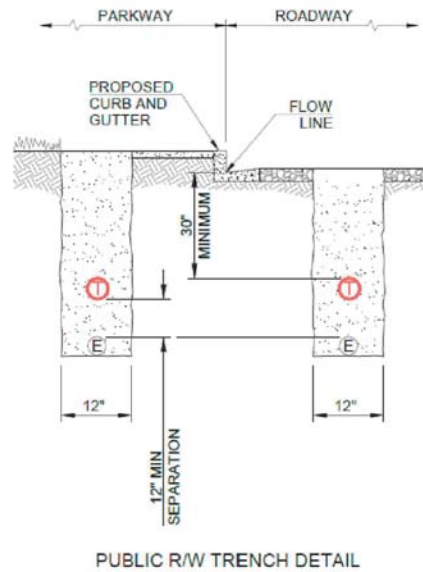
EST. #:



SHEET #:

DTL 2



DIRECTIONAL BORE DETAILS



		
JOB ID: 5312656 H3023		DATE: 1/30/2023
TITLE: CONDUIT DESIGN		
STREET ADDRESS:		
CITY/STATE: BUDA, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR:		
	DRAWN BY:	
	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: 7979 N Belt Line Rd 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-2023-5863-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): CLEAR WATER PATH, BLOSSOM VALLEY STRM, PEACOCK TRL, HOT SPRING VALLEY, CRYSTAL CITY CREEK, 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 .

05/17/2023

Signature

Title

Date



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item

Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction but do not sell. **BECERRA/VILLARREAL-ALONZO**

Summary

The Purchasing Office would like to hold an online auction to dispose of surplus county property pursuant to Texas Local Government Code 263.152 (a)(1). The auction will run for approximately two weeks. Directions for bidding on items can be found on the Rene Bates Auctioneers website at www.renebates.com.

Purchasing is also requesting approval to properly dispose of items that do not sell in the online auction.

Attachments

FY 23 Auction List

Rene Bates Auctioneers Agreement

Miscellaneous Items for Auction

Lot Number	Department	Asset Number	Asset Tag Number	Year	Make	Model	Serial Number	Item Description	Known Defects	Other General Remarks
HCAD-1	Auditor's Office						013808006298229, 354638092078491, 014251001200479, 014251001201220, 014251001202467, 014251001202632, 014251001202657, 015093000510568, 015093000878460, 015093000879864, 015093000933323	(1) LG - C410 Cell Phone, (1) Samsung SM-J337A, (5) Sonim XP5700, (4) Sonim XP5800 Printer Items: Xerox replacement cartridge, #3 Xerox Printer Tray, Printer Tray (unknown); CDS, CD sleeves, CDs cases, CD holding sheets; Office Equipment: 1 Laminator, 1 keyboard, 1 large adding machine, 1 Zebra label printer; 1 Shredder; 7 Metal document holders; Whirlpool Gold Microwave, 3 paper trays, 1 Canon MP25DV adding machine, desk attachment keyboard/mouse tray, 5 phone cases, mircrosoft keyboard & mouse combo, 1 Office Max Shredder (OM96142)	Keyboard broken (few letters), Zebra Label printer broken; shredder broken/does shred but gets stuck; Metal document holder has no stands; microwave broken	
HCCC-1	County Clerk		N/A					Office Furniture: 3 chairs, 1 oscillating fan, children's plastic table, 7 Rolling Office Chairs	Fan does not turn	
HCCC-2	County Clerk		N/A					2 drawer file cabinet and small one door cabinet; Metal Shelving Unit	No Key and broken key cylinder on file cabinet	
HCCC-3	County Clerk		N/A							
HCWOP-1	County-Wide Operations	9417	13451	2005	Dodge	Ram 1500 Quad	VIN: 1D7HA18D05J556541	Truck	A lot of play on the differential	
HCWOP-2	County-Wide Operations		No tag	Unknown	Massey Ferguson	1244	F-E 4001	Tractor with Front Loader	Will not start	
HCWOP-3	County-Wide Operations	8113	12801	2003	Ford	Explorer	VIN: 1FMZU62K832A42554	SUV	Battery and Alternator	
HCDA - Lot 1	Hay County District Attorney HCSO 2021-49827		Seized	2003	Chevrolet	Suburban	1GNFX16Z93R237240	2003 Black Chevrolet Suburban		
HCDA - Lot 2	Hay County District Attorney APD 19-2960		Seized D-1-DC-19-207748	2006	Ford	F350	VIN: 0K0926100	2006 Ford F350	Driver door missing / modified truck bed, batteries need replacement	
HCDA - Lot 3	Hay County District Attorney TxST UPD		Seized 201800004970-024 Seized 201800004970-082 Seized 201800004970-051		ASTRO Beats Sony	A10 A1796 CUH7115B	FL6TN2JNH8VH MD857601030	Astro Headset/PS4 Manuals/earbuds, Rosegold & white wireless headphones, PS4 PRO Console with cord, Wireless Controller	box open/no visable defects	
HCDA - Lot 4	Hay County District Attorney GCNTF 20-0903 - Seizure		Seized 20P000084				GCSO Property #88664 #88666 #88667, #88668, #88669 #88670	Versace Glasses / Versace Belt with Medusa belt buckle / Air Jordan 11 Retro white / Air Jordan 4 Retro grey / Ar Jordan 4 Retro SE Red / Air Jordan 4 SE white and blue (4 pairs total)	no visible defects Jordans: Look brand new with extra blue & white & black laces still attached. In original box.	
HCDA - Lot 5	Hay County District Attorney HCNTF TF19112-1 - Seizure		Seized NTF 19112-1	2002	Chevrolet	Impala	2G1WF55K929300153	2002 Chevrolet Impala	paint is faded, chipping. Sat for several years, unknown mechanical issues	
HCDS-1	Development Services	9499	13730	2005	Chevy	Silverado 1500	VIN 2GCEC19V651263588	Vehicle	Does Not Run, Standard Wear and Tear, Minor Scratches, Pain Chipping	Sold As-Is & See Auction Form
HCDS-2	Development Services	11799	15217	2007	Dodge	Charger	VIN 2B3KA43R27H714596	Vehicle	Does Not Run, Standard Wear and Tear, Minor Scratches, Pain Chipping	Sold As-Is & See Auction Form
HCDS-3	Development Services		15662	2006	Ford	Expedition	VIN 1FMPU165X6LA79014	Vehicle	Does Not Run, Standard Wear and Tear, Minor Scratches, Pain Chipping	Sold As-Is & See Auction Form
HCIT-1	Information Technology		N/A	N/A	N/A	N/A	N/A	(280) Mitel 5330 Phones with handset/stand	Non-Functional	
HCIT-2	Information Technology		N/A	N/A	N/A	N/A	N/A	(280) Mitel 5330 Phones with handset/stand	Non-Functional	
HCIT-3	Information Technology		13577, 13564, 18160	N/A	N/A	N/A	X462048073, JPBCC1D4HQ, JP8L49003N, 45146PLM2YPR8, H3XRWD2, CNBCM360Y1, FSQY021377, VND3F51551, CN89R68892, MY36K1C1TV, 88J103700012, U61325J712342	Printers & Fax Machine; Epson C442A Photo Printer, HP Laserjet CP4525, HP Laserjet 9050DN, Lexmark MS315DN, Dell B3460dn, HP Laserjet M607dn w/sheet feeder, Epson LQ-590 Printer, HP Laserjet Pro P1606dn, HP Laserjet P2035n, HP Photosmart 1300, Zebra P430i Printer, Brother Intellifax 4100E	Non-Functional	

HCIT-4	Information Technology		N/A	N/A	N/A	ETL14081976140749E4216, ETLTAOW01521305F7C4301, ETLNZ0800214811D274214, ETLHG0803321400A274231, 5Q1K472, CTJD672, 4HBJ372, DSL5572, GTZ2023, 2S3K472, D2LLFC3, CAXA080210, HR8E0188780001090, JL9XSJ2, DB2B5J2, 7J536J2, 8S8V7K2, CK4V7K2, FR32W72, 84L26J2, 1YF85J2, DB2CSJ2, 1XNB5J2, 3LMT77K2, J46S6J2, 6B395J2, 83736J2, 71Q3W72, 694CSJ2, DB4CSJ2, HOHMSJ2, CN3V7K2, 67Y85J2, D9S85J2, HLGBW72, J8CW7K2, 7JY26J2, 4Q1SV72, 83L36J2, 47PX6J2, 89LRSJ2, DB295J2, GFGFV72, 89FW6J2, FB2T7K2, BYNT7K2, FB8W7K2, D32T7K2, C2516J2, 692CSJ2, 5W5LSJ2, DB6B5J2, D9FB5J2, DB1CSJ2, FLS85J2, 3HY5CF2, FLS95J2, CP3KSJ2, D9RC5J2, 8NCT7K2, D8GB5J2, DB3CSJ2, D7M85J2, 2R5T7K2, D9395J2, 89NW6J2, 8BLQ5J2, 4BP7V72, 8NBT7K2, FLHCSJ2, 5W6T7K2, DB6CSJ2, 8B5QSJ2, 7N78V72, 3V5KCF2, D8P95J2, B1JV7K2, D7NCSJ2, 87YX6J2, D8Y95J2, 1.ETLTAOW01521800E584301	Monitors: (1) Acer AL1515 Monitor, (2) Acer H274HL Monitor, (1) Acer S231HL Monitor, (1) Acer V243HA Monitor, (4) Dell P2717H Monitor, (2) Dell P2719H Monitor, (1) Dell P2722H Monitor, (1) Pelco PMCL419A Monitor, (1) Polaroid TLX-Q2311B TV/Monitor, (67) WYSE 5030 VDI/Thin Client, Dell Wyse 5030 (thin client), Acer Monitor	Non-Functional
HCIT-5	Information Technology	13294, 19457, 10838, 19580	N/A	N/A	N/A	RB7908381111074901704, 1L3WD92, XXRCJ122500547, XXRCJ132601672, XXRCJ132601872, 18051522502563, CA0730G401808, B9ZYGM1, B7OKAS053629, LXRLY023232021A4223400, 72082545C, 2M28RK1, 8RFJQC2, 8NGDTY1, 2U62818722, 1HXPJ72, 55664273354, 42310460454, 29590373454, 17093112654, 55523173354, 54771471254, 55313473354, 42370560454, 52884184154, 53357584154, 37477782153, 00028461953, 4355470157, 92537443, ZA0934006653, JA0324018378, ZA0935011843	(2) Docks: StarTech Hard Drive Docking & Dell Dock , (3) Zebra RW420 Mobile Printers, (1) Zebra TC700K Ticket Writer, (2) Switches: TRENDnet TEG-S240TX & Dell PowerEdge 2160AS, (8) laptops: ASUS EEE PAD TE 101, Acer Aspire 5750-6664, Toshiba Satellite 1955-S908, Dell Vostro 1520, Dell Latitude E4570, Dell XPS 12, Digital TS31D, Dell Latitude 7275, (10) Microsoft Pro Type Covers, (3) Microsoft Surface Pro 4,5 and Book 1, (1) Ricoh ESP XG-PCS-15D Power System, 3 Power Distribution Units: Dell 6015, AP6016, 6020	Non-Functional
HCIT-6	Information Technology	17579	N/A	N/A	N/A	1K1AV100308E, 1K1AV1003052, 1K1AV100306Z, 1K1AV101202Y, 1K1AV100306F, 1K10V06260C7, 1K1AV101203Q, 1K10V075008P, SSL0176644, SSL0177958, 1N44H1007003, 1N44H1006024, 1N44H1006003, 1LSA112201N, 1LSA112201J, 1LJAV100903W, 1N44H1005010, JSQYFN1, NNG00133810437, GAFGX2001770	(10) Mitel VOIP 580.1000, (3) Mitel VOIP 580.5600, (2) Mitel VOIP 580.1001, (1) Mitel VOIP 280.1001, (1) Mitel VOIP 580.5800 (1) Dell W-3400 Network Switch, (1) Bomgar B200, (1) UPS CyberPower 700LCDRM1U	Non-Functional
HCIT-7	Information Technology	N/A	N/A	N/A	N/A	CCKJ5J2, 85Z06J2, GDTN5J2, 7CH5J2, CN8KSJ2, C0516J2, JCHR6J2, 7GLQV72, 1QP2W72, 1XK95J2, D8Y85J2, 5W3HSJ2, CCZH5J2, D8KB5J2, DB695J2, DB795J2, 7JQ06J2, 7JW16J2, 7K026J2, 82326J2, 82G06J2	(1) Monitor, (20) Wyse 5030 Thin Client (VDI)	Non-Functional
HCIT-8	Information Technology	18844	N/A	N/A	N/A	ED08656, K-025245, CB1A140067, CB1A140074, CAXA080209, ETLHG08033213186B54231, CNOP262H7426194D2W9U, HYG7NN1, 327ZPN1, JRYOOR1, HYJ2NN1, 2UA4100T21, VNB3H03102, CNBRB76074	(1) Scantron 2260 scanner, (1) Scantron 888P scanner, (3) PELCO PMCL419A monitors, (1) Acer V243HA monitor, (1) Dell Monitor (4) Dell Optiplex 380 computer, (1) HP ProDesk 600 computer, (1) HP Laserjet P2035n printer, (1) HP Sheet Feeder, (1) set of Logitech speakers, (2) laptop bag, (9) Dell monitor stand	Non-Functional (except for laptop bag, and monitor stand)
HCIT-9	Information Technology	N/A	N/A	N/A	N/A	ETLKK0W01622500ECC4350, MMLUWAA0054220083D8535, ETLHG08033213183AC4231, 3Q1K472, CN0D176P6418099E1885, 036RY17A00386, 927LC1NA00619, 920LC1NA01428, 017LL17A00924, 012LL17A02333, QZR082460910, QJQ084264268, VN10001W2N1103001317	(1) Acer G245HQ monitor, (1) Acer S271HL monitor, (1) Acer V243H monitor, (1) Dell P2717H monitor, (1) Dell E1910HC monitor, (1) I-INC IH252 monitor, (2) I-INC IF281D monitors, (2) I-INC IH282 monitors, (2) ViewSonic VA2226w monitors, (1) IT Built Computer, (3) Monitor Stand	Non-Functional (except for monitor stand)

HCIT-10	Information Technology	16994	N/A	N/A	N/A	CDHMLH1, 1S52JK1, 1RW2JK1, 1S22JK1, G0SLGQ1, HYN3NN1, 451455LM274L6, 451455LM274KW, 016328, 010422, 032416, 005593, 609855, 025859, 014801, 016355	(1) Dell Vostro 410 desktop, (3) Dell Vostro 420 desktop, (2) Dell Optiplex 380 desktop, (2) Lexmark MS315DN printer, (8) Fujitsu fi-6140 scanner, (4) CD AlbumBooks, (5) Keyboard	Non Functional (except CD AlbumBooks)
HCIT-11	Information Technology	N/A	N/A	N/A	N/A	2CB8ED342180, 1881698388CO, 45145PHH2KRWY, 481641P38856, F3213A7003886, CQ601G522758, VA 15154, VA 15155, HEM 1127J00811, 3001236, 139806, CN0DJ4547158139C040BA01, 120917036, P23902049D1, A0R4314, 0009944G, 0020649G, 0015442G, LIT161113XT, 0007317G, CN0RKR9RT4832168M0717A01, A0TMQ3M	(1) Mitel 5330e Phone, (1) Mitel 5224 Phone, (1) Mitel 5448 Phone, (1) Mitel 5530e Phone, (1) Mitel 5330 Phones, (1) Mitel Handsets, (1) Sonicwall APL28-0B5, (1) Sonicwall APL28-0B4, Lexmark MS610dn, (1) APC UPS 1500VA, (1) D-Link 8-port Network router, (1) Linksys WRT150N router, (3) CD cases, (1) box of miscellaneous cables and items, (1) RDL Audio Distribution Amplifier, (1) Microphone, (2) Burst Video DA, (1) HDMI Extender, (1) IPELA SONY Video Encoder, (1) Broadcast Smart Telephone Autocoupler III, Dell Keyboard & Mouse, (1) Telemetrics DS-4 Camera Control, (7) Power Supplies, (1) DVD drive, (1) MTP Port	Non-Functional
HCIT-12	Information Technology	N/A	N/A	N/A	N/A	CNOG263H6418086914UUA02, ETLKKOW016225011564350, MXL145078H, MXL1450786, MXL145078F, MXL145078Q, MXL1450789, MXL145078D, MXL145078C, CNDSD06286, GAFHU2001186, GAFFV2000374	(1) Dell E207WFPC monitor, (1) Acer G245HQ, (7) All-In-One HP Touch Smart 9300 Elite, (1) HP Laserjet CP2025 printer, (2) UPS CyberPower OR700LCDRM1U, (2) Monitor Stands, (7) Powercords	Non-Functional
HCIT-13	Information Technology	017197, 019761, 018776, 019404, 016523, 017590	N/A	N/A	N/A	8363, MF21000109000420, 188169D89180, COEAE48680F4, 8371, 9086658979394, 80140A877-7196, 40001000126236, 137320, VN10001W2N1103001270	(1) Dell Sonicwall NSA3600, (1) Tightrope Player 310, (1) Watchguard Firebox, (1) Watchguard M270, (1) Cybertron Rack Mount Server, (1) Higherground 4GB Server, (1) IT Built Computer	Non-Functional
HCIT-14	Information Technology	015847, 019410	N/A	N/A	N/A	CN0RKR9THLC0074T08AZA01, CN0RKR9T4832168M0717A01, CN0RKR9THLC0074T04WTA01, BB11240051E22, 17164521402904, 2CB8ED339150, 2CB8ED3421A0, 20225004001, 4B1603P44377, 4B1609P37226, C14Q000477, MXDF342817, 7N2BM82, DB2BM82, 76STD92, 2BBWD92, 4214227401863, 045823692054, 002047173154, 055268273354, 075496472454, 026789373554, 043005260454, 052074384154	(3) External DVD Drive, (1) Lifesize Phone, (1) Zebra Single Slot Charging Station, (2) Sonicwall APL28-0B5, (1) ZT Reliant CI-9005C 4U, (1) APC BN700MC UPS, (1) APC Back-UPS 700, (1) Elo Touch Systems, (1) M244A Receipt Printer, (5) Dell Dock, (7) Microsoft Pro Type Cover, (1) MOCO Keyboard, (5) Misc. Adapters, (1) Plastic Storage Shelf with compartments, Boxes of Misc. trays, remotes	Non-Functional
HCIT-15	Information Technology	17388	N/A	N/A	N/A	GALBV200, JS0935005151, 4B1210P17316, VN8CB2941H	(1) Granicus UPS, (1) APC UPS 2200RM, (1) APC UPS 500, (1) Troy MICR 3005dt printer, (3) Monitor Stands	Non-Functional
HCIT-16	Information Technology	015575, 019558	N/A	N/A	N/A	331302000091, 45A063300630, 2JJRQC2, 037041673453, 018303661253, 028864761253, 065972661253, 000648373753, 012355584653, 018179261253, 000680773753, 000687773753, 023013564153, 027211160553, 044842673453, 004494773053, 047302573653, 000674473753, 046300173653, 024947262654	(1) Belkin SOHO KVM Switch, (1) Zebra tlp 2844-z printer, (1) Dell Precision 5510 laptop, (7) Microsoft Surface Pro 4s, (8) Microsoft Surface Pro 5s, (1) Pro Type Cover, Keyboards, (1) Box of Misc./ powercords/ cables/ mice	Non-Functional
HCIT-17	Information Technology	Replacing County Tag# 17219, SN# 12784 due to melted rollers	N/A	N/A	N/A	1TJD672, 042LL17A00885, 4F61BAJPB18747T, NAMYO96566, 7F3MF72, 35F9V72, A3RDC02077, 36639, AJ0220804, AX0457731, AJ0220800, AJ0262650, AJ0262823, AJ0220981, AJ0220694, JKH8DQ1, AJ0220809, AJ0262737, AJ0220810, AJ0220725, AJ0262854, AJ0220715, AJ0220813, DKH8DQ1, AJ0220845, AJ0262870, AJ0220695, AJ0220855, AJ0262850, AJ0262693, AJ0220803, 4LH8DQ1, 161234171, 168205620, 168205617, 161234176, 48XC022, 167262963, 18590011001	(1) Dell P2717H monitor, (1) I-Inc IH282 monitor, (1) Samsung ML-2851ND printer, (1) Epson Artisan 1430, (1) Dell Latitude 7350 laptop, (1) Dell Wyse 5030 Thin Client, (1) Fujitsu fi-7260 scanner, (1) Fujitsu fi-6140 scanner, (23) Aruba AP125 access points, (1) Aruba AP135 access point, (4) Engenius EWS300AP access points, (1) WAP225 access point, (1) Engenius Switch EWS2910P, (1) Edge DiskGo 3.5 external hard drive, (1) box of cables, (1) box of misc. items/power supplies, CD Cases, (1) box of powercords, Speakers, (1) box of brackets, CD Drives/DVD Drives	Non-Functional
HCIT-18	Information Technology	N/A	N/A	N/A	N/A	N/A	Box of Wristpads, Keyboards, Mice, Speakers, CD Cases, Box of DVD pack cases, Tool bag, power surge, DVD Drives (pulled from equipment, CDs, Hub Kit, CD Cases, box with cables, box with cords and brackets, speakers, box with cables and computer mice, box with power supply and cables, DVD pack cases, powercords, power supplies, cables, brackets, & video cards, boxes of video cards	Non-Functional

HCIT-19	Information Technology	13570, 13568, 13569	N/A	N/A	N/A	CN89R84730, CN89R84728, CN89R84724, CN89R84720, VNB3F12238, CN896S13944, HY11NN1, SHVJ0R1, 234NTR1, 222MTR1, JZ1X1R1, 4N2ZWW1, BNM3W12, 62H4N22, 62K5N22, 62H5N22, 16222014400675, 16222014400061, MXL8460DGG, 32089845, 31982745, 32089933, 8B69X31 EE312899, 6886, 5591, 14836, 25205, 15234, 16236, 13286, 15174, 610065, 609868, 610071, XXNP13071643, S13282522501087, XXRCJ122500557, XXRCJ133201024, 041614D, 041613D, 041611D	(6) HP Laserjet P2035N, (2) Dell Optiplex 380, (3) Dell Optiplex 390, (1) Dell Optiplex 3010, (1) Dell Optiplex 7010, (3) Dell Optiplex 7020, (1) GA-Z68MA-D2H-B3 Desktop (IT built), (2) Generic Computer, (3) LG 52X32X52 Computer, (1) Dell Powervault 110T	Non-Functional
HCIT-20	Information Technology	18865, 19749, 12706, 12705, 12703	N/A	N/A	N/A		(1) Canon DR-2510 scanner, (8) Fujitsu fi-6140, (3) Fujitsu fi-6140Z scanners, (1) Zebra RW420 Battery Charger, (1) Motorola SAC7X00-4000CR battery charger, (2) Zebra RW420 Ticket Writer Printer, (3) Intoxilyzer 300	Non-Functional
HCIJVP-1	Juvenile Probation	015714	2006	Ford	Crown Victoria	VIN: 2FAFP73V47X133139	Mileage: 131,051; 4.6 Liter Gas Engine; Automatic Transmission; Bucket Seats; with normal wear	Paint is peeling & Rust
HCLL-1	Law Library						14 Books - (1) Paperback Book; 2022-2023; Editor: T.B. Todd Dupont II; Publisher: Thomson Reuters; O'Connor's Texas Crimes and Consequences, (2) Paperback Book; 2021; Editor: John J. Sampson, Harry L. Tindall, Angela Pense England, Stephanie Stevens; Publisher: Thomson West; Sampson & Tindall's Texas Family Code Annotated, (2) Paperback Book; 2021-2022; Editor: George McCall Secrest, Jr.; Publisher: Thomson Reuters; O'Connor's Texas Criminal Codes Plus, (1) Paperback Book; 2021; Editor: Stanley M. Johanson; Publisher: Thomson Reuters; Johanson's Texas Estate Code Annotated, (2) Paperback Book; 2021; Editor: N/A; Publisher: Thomson Reuters; Texas Civil Practice Statutes & Rules Annotated, (2) Paperback Book; 2021; Editor: N/A; Publisher: Thomson Reuters; Texas Rules of Court; Volume 1 - State, (1) Paperback Book: 2020; Editor: N/A; Publisher: State Bar of Texas; Texas Family Law Practice Manual: Volume 1 - General Issues; Initiating Divorce; Child Support; Trials and Alternatives; Protective Orders, (1) Paperback Book; 2020; Editor: N/A; Publisher: State Bar of Texas; Texas Family Law Practice Manual: Volume 2 - Attorney's Fees; Decree and Postdecree Documents; Posttrial and Appeal; Enforcement; Original SAPCR, (1) Paperback Book; 2020; Editor: N/A; Publisher: State Bar of Texas; Texas Family Law Practice Manual: Volume 3 - Parent-Child Relationship; Annulment; Property Agreements; Miscellaneous Litigation; Indexes, (1) Paperback Book; 2020; Editor: N/A; Publisher: State Bar of Texas; Texas Family Law Practice Manual: Practice Notes	Pages torn, bend creases on cover and back, Law Library stamps or stickers.
HCLL-2	Law Library	14905	18009				Office Supplies (9 letter size trays, 11 mini binders, mini binder accessories, 4 1" binders, 6 2" binders, 1 3" binder, 2 1.5" binders, 9 easel binders, binder tabs and accessories) Shredder - Ativa MDM 8000, Shredder - Swingline 80, Chair, Conference Table, Computer Carrel, Mini Desk	tears in seat cushion, scratches on filig cabinets, shredders do not shred, Conference table is not assembled & has additional holes/scratches, computer carrel is cracked & has lots of scratches, Mini desk is missing pieces & scratches
HCRD-1	Roads Department						Conveyer Belt - 264 conveyer angle braces(2 ½" X 2 ½" X 92 ¾"), 1 pallet conveyer sheet metal brackets (19 ½" X 6" U brackets), 10 bundles conveyer corrugated side sheet metal (18"x16"), conveyer steel rollers (22", 13 3/8", 17 3/4"), 675 Melco conveyer supports 4' 6" x5' 6", 244 Conveyer Angle Top Braces (2 ½" X 2 ½" X 37' 5"), 7 bundles corrugated conveyer top sheet metal, 1 conveyor assembly (mock-up), 7 Bundles Anchor bolts, 655 Concrete bases, 2-55 gallon barrels containing miscellaneous bolts, nuts, and hardware, o379 joints of 1 ¼"OD x 10' galvanized conduit	
HCSD-01	Sheriff's Office	no tag					7 Boxes of Blauer (8675, 8655) uniform shirts, pants, and 1 pair of Denher motor riding boots	
HCSD-02	Sheriff's Office	no tag					Box of 22 point and shoot cameras, 20 digital voice recorders, 2 microphones	working when pulled from service used
HCSD-03	Sheriff's Office	no tag		Hyster	H60XL	A17789254F	Fork lift	
HCSD-04	Sheriff's Office	7768	12377	2002	Ford	E-250 Van	1FBSS31L32HAS7282	unit has scratches, dings, paint chips, faded paint, and has rust spots on top of the roof
HCSD-05	Sheriff's Office	Seized/ no tag	2000	Buick	LeSabre	IG4HP54K3Y4252641		Unit has dents and scratches
HCSD-06	Sheriff's Office	no tag		Misc	Misc		4 nail guns, 1 skill saw, 1 jig saw, 2 die grinders, 1 corded drill, 10 cordless drills, 1 battery charger for drills, 1 sander, 1 chain saw, 1 hacksaw, 2 bolt cutters, 1 air pump, 1 tool belt, 1 hazard light sprayer-trailer	used- dead batteries
HCSD-07	Sheriff's Office	no tag		Fimco				used

HCSD-08	Sheriff's Office		no tag						Large Vulcan Commercial Food Steamer	
HCSD-09	Sheriff's Office		no tag	2012	International	Bus	4DR8XAA7CB677443			
HCSD-10	Sheriff's Office	9481	13687	2005	Ford	Crown Victoria	2FAFP71W75X129840		Sedan (unit 516)	Has a bad air compressor, multiple miss fires, paint chips all over the unit, right front fender damage
HCSD-11	Sheriff's Office	10239	No tag	2006	Ford	F150	1FTRX12W16KC67316			It has a bad transmission, scratches, dings all over rear body and tailgate damage. Both rear doors don't open
HCSD-12	Sheriff's Office	11732	15598	2007	Dodge	Charger	2B3KA43R47H714602			Unit has scratches, dings, it has very low oil pressure, possibly bad oil pump
HCSD-13	Sheriff's Office	11898	15616	2007	Dodge	Charger	2B3KA43G57H714588			unit has scratches, dings and paint chips
HCSD-14	Sheriff's Office	12808	16424	2008	Dodge	Charger	2B3KA43R98H180630			has multiple oil leaks from the engine, scratches and dings
HCSD-15	Sheriff's Office	13960	16448	2009	Dodge	Charger	2B3KA43V69H567683			unit has scratches, dings, and paint chips
HCSD-16	Sheriff's Office	14103	16960	2009	Dodge	Charger	2B3KA43V79H611772			unit has scratches, dings and dents, paint chips, clear coating peeling, both rear tail lights broken, front left window broken, broken left front door panel, right side damage, this unit was vandalized
HCSD-17	Sheriff's Office	14105	17344	2009	Dodge	Charger	2B3KA43V19H607958			unit has scratches, dings, paint chips, it has damage to the left front door, has a bad steering angle sensor
HCSD-18	Sheriff's Office	14516	17507	2010	Dodge	2500	3D7TP2CT1AG141477			it has engine damage, the fuel pump is not working. There will be a bed that goes with the truck but it won't be attached to the truck due to the brackets from the animal control box
HCSD-19	Sheriff's Office	14626	17899	2010	Dodge	Charger	2B3AA4CVXAH303317			unit has scratches, dings and dents, paint chips, right front fender and door has damage
HCSD-20	Sheriff's Office	14840	17929	2011	Chevy	Caprice	6G1MK5T29BL571781			unit has multiple miss fires, headliner is falling apart, no back seat, scratches and dings
HCSD-21	Sheriff's Office	15620	18857	2014	Chevy	Tahoe	1GNLC2E00ER181734			No engine or transmission, all other parts to the unit are inside the unit. Missing front end damage to pass side door, right rear glass missing
HCSD-22	Sheriff's Office	15802	18944	2014	Freightliner	Sprinter	WDYPE7CC9E5825726			unit has scratches and dings
HCSD-23	Sheriff's Office	15918	19268	2016	Ford	F250	1FT7W2A66GEB78794			front end damage, all curtain air bags deployed, there will be a bed that goes with the truck but it won't be attached due to the brackets from the animal control box
HCSD-24	Sheriff's Office	15931	19284	2016	Ford	Explorer PIU	1FMSK8AR4GGB96999			front end damage, all curtain air bags deployed, front end body parts missing, right side damage from front to rear, rear hatch door damage
HCSD-25	Sheriff's Office	16155	19338	2017	Ford	Explorer PIU	1FMSK8AR6HGC34654			it has 90% damage to the unit, no moto just has a transmission

HCSD-26	Sheriff's Office	15550	18067	2014	Chevy	Tahoe	1GNLC2E00ER185718	front door damage, interior & exterior has damage al over this unit. Missing front seats & rear seats, missing body parts, transmission, has a bad axle and has no brakes.
HCSD-27	Sheriff's Office	15927	19270	2016	Ford	Explorer	1FM5K8AR1GGB96989	front end damage, interior & exterior has damage all over the unit, missing front seats, body parts and left front % rear door



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:

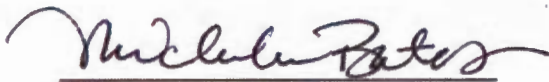
René Bates Auctioneers, Inc.'s Responsibilities:

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: 4-25-2023

*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: 05/23/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Ratify the submission of a grant application to the Department of Justice, School Violence Prevention Program Grant Program in the amount of \$499,520.00. **INGALSBE/T.CRUMLEY**

Summary:

With this grant application, the Hays County Office of Emergency Services (OES) has partnered with Hays Consolidated Independent School District (HCISD), Wimberley Independent School District (WISD), San Marcos Consolidated Independent School District (SMCISD), and Dripping Springs Independent School District (DSISD). This project will include the purchase of professional handheld radios for staff, faculty, and all district bus drivers. Bus drivers are added to extend the safety and security of the students in each participating district. Hays County seeks to utilize the radios to improve telecommunication between school district staff and the bus drivers involved during an emergency situation. The districts will use the radios as a public safety advantage to better understand where to focus efforts and protect faculty, staff, and students involved. The radios that will be purchased are the Harris XL-45P handheld. HCISD will receive 146 radios, SMCISD 38 radios, WISD 11 radios, DSISD 28 radios. There is a 25% cost match required.

Fiscal Impact:

Amount Requested: \$124,880 (cash match provided by school districts)

Line Item Number: TBD

Budget Office:

Source of Funds: Pending award

Budget Amendment Required Y/N?: No

Comments: Grant funds and cash match from school districts will be budgeted if grant is awarded.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD if awarded

Comments:

Attachments

Letter of Support

Letter of Support

Letter of Support

Letter of Support

Application

SF424

SFLLL

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

May 9, 2023

Mike Jones
Director of Emergency Services
810 S. Stagecoach Trail
Ste. 1200
San Marcos, TX 78666

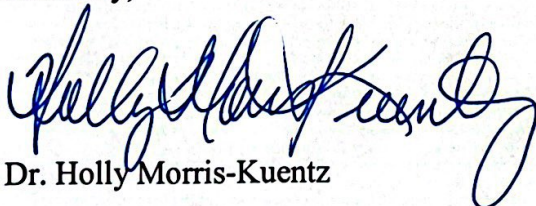
Mr. Jones,

Dripping Springs ISD has been made aware that Hays County, as the lead applicant, is applying for a grant award under the Department of Justice School Violence Prevention Program. We support this effort and will actively participate in this process.

We understand that, if received, grant funds will be awarded to Hays County for the purchase of outlined school safety measures and equipment to be distributed to participating ISDs and CISDs. In doing so, Dripping Springs ISD will appoint a representative as the main point of contact for this grant application and the coordination required.

Dripping Springs ISD commits, through the submission of this letter, to actively participate in the planning process and completion of this grant award. It is understood that as a participating jurisdiction who will benefit from this grant award, we are agreeing to help make up the 25% match required by this grant award and commit funds in the amount of \$15,680.00.

Sincerely,

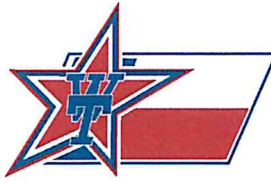


Dr. Holly Morris-Kuentz

Superintendent, Dripping Springs ISD

holly.morriskuentz@dsisdtx.us

512-858-3000



Excellence, Innovation, Service

Superintendent
Greg Bonewald, Ed.D.

Asst. Superintendent
Jason Valentine

Chief Financial Officer
Moises Santiago

May 5, 2023

Mike Jones, Director of Emergency Services
Hays County Office of Emergency Management
Ste. 1200
810 S. Stagecoach Trail
San Marcos, TX 78666

Dear Mr. Jones,

Wimberley ISD has been made aware that Hays County, as the lead applicant, is applying for a grant award under the Department of Justice School Violence Prevention Program. We support this effort and will actively participate in this process.

We understand that, if received, grant funds will be awarded to Hays County for the purchase of outlined school safety measures and equipment to be distributed to participating ISDs and CISDs. In doing so, Wimberley ISD will appoint a representative as the main point of contact for this grant application and the coordination required.

Wimberley ISD commits, through the submission of this letter, to actively participate in the planning process and completion of this grant award. It is understood that as a participating jurisdiction who will benefit from this grant award, we are agreeing to help make up the 25% match required by this grant award and commit funds in the amount of \$6,160.00.

Sincerely,

Dr. Greg Bonewald
Superintendent, Wimberley ISD
greg.bonewald@wimberleyisd.net | 512-847-2414



Hays Consolidated Independent School District

21003 Interstate 35
Kyle, TX 78640

Dr. Eric Wright
Superintendent of Schools

May 9, 2023

Mike Jones
Director of Emergency Services
810 S. Stagecoach Trail
Ste. 1200
San Marcos, TX 78666

Mr. Jones,

Hays CISD has been made aware that Hays County, as the lead applicant, is applying for a grant award under the Department of Justice School Violence Prevention Program. We support this effort and will actively participate in this process.

We understand that, if received, grant funds will be awarded to Hays County for the purchase of outlined school safety measures and equipment to be distributed to participating ISDs and CISDs. In doing so, Hays CISD will appoint a representative as the main point of contact for this grant application and the coordination required.

Hays CISD commits, through the submission of this letter, to actively participate in the planning process and completion of this grant award. It is understood that as a participating jurisdiction who will benefit from this grant award, we are agreeing to help make up the 25% match required by this grant award and commit funds in the amount of \$81,760.00.

Sincerely,

Dr. Eric Wright
Superintendent, Hays CISD



San Marcos Consolidated Independent School District

631 Mill Street | San Marcos, Texas 78666 | OFFICE 512.393.6700 | FAX 512.393.6787

May 5, 2023

Mike Jones
Director of Emergency Services
810 S. Stagecoach Trail
Ste. 1200
San Marcos, TX 78666

Mr. Jones,

San Marcos CISD has been made aware that Hays County, as the lead applicant, is applying for a grant award under the Department of Justice School Violence Prevention Program. We support this effort and will actively participate in this process.

We understand that, if received, grant funds will be awarded to Hays County for the purchase of outlined school safety measures and equipment to be distributed to participating ISDs and CISDs. In doing so, San Marcos CISD will appoint a representative as the main point of contact for this grant application and the coordination required.

San Marcos CISD commits, through the submission of this letter, to actively participate in the planning process and completion of this grant award. It is understood that as a participating jurisdiction who will benefit from this grant award, we are agreeing to help make up the 25% match required by this grant award and commit funds in the amount of \$21,280.00.

Sincerely,

Dr. Michael Cardona
Superintendent,
San Marcos CISD
michael.cardona@smcisd.net 512-393-6767

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Hays County local CISD's security enhancement	1/1/24	12/23/26
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
374640.0	124880.0	0.0
Total Estimated Funding		
499520.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name		

Application POC First Name	Application POC Middle Name	Application POC Last Name
Ashton	_____	Pecina
Application POC Suffix Name		

Organizational Affiliation	Title	Email ID
Hays County	Grant Writer	ashton.pecina@co.hays.tx.us
Phone Number	Fax Number	

512-393-2209

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? ⭐

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)

	Name manifest.txt	Date Added 5/3/23
	Name Form SF424_4_0-V4.0.pdf	Date Added 5/3/23
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 5/3/23
	Name GrantApplication.xml	Date Added 5/3/23

Authorized Representative

Law Enforcement Executive Information

Title

Chief Deputy

Prefix Name

Mr.

First Name

Mike

Middle Name

Last Name

Davenport

Suffix Name

Government Executive Information

Title

County Judge

Prefix Name

First Name

Ruben

Middle Name

Last Name

Becerra

Suffix Name

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

Doing Business As

HAYS COUNTY IT

UEI
RH4DFY1GC2R3

Legal Address

Street 1
712 STAGECOACH TRL

Street 2
STE 1071

City	State	Zip/Postal Code
SAN MARCOS	TX	78666

CongressionalDistrict	Country
21	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Ashton Pecina

Certification Date / Time

05/17/2023 01:47 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
- a. Contact your Entity Administrator.
 - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.
3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract



In partnership with the local school districts, Hays County districts plan to initiate the proposed project titled “Hays County School Safety Prevention Grant”. Partners in this application include San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD). This project will include the purchase of professional handheld radios for Hays County ISD/CISD staff, and faculty, and all district bus drivers. Bus drivers are added to extend the safety and security of the students in each participating district. Hays County seeks to utilize the radios to improve telecommunication between ISD/CISD staff and the bus drivers

involved during an emergency situation. The ISD/CISD districts will use the radios as a public safety advantage to better understand where to focus efforts and protect faculty, staff, and students involved. Radios will ease the logistics when needing to coordinate students and staff during a critical event, this allows Hays County ISD/CISD staff to communicate more effectively as a team for the safety of the faculty and students. Hays County's goal is to also ensure that the staff involved have built an infrastructure of communications that can be fast and reliable when it matters the most, as well as to prevent the endangerment of the students and faculty during critical events that may involve threats and critical incidents involving or near campus to the school. These events may include active shooter events, fires, severe inclement weather, and critical incidents in the area including criminal activity. Hays County is seeking a reliable communication device for first responders to monitor school district activity and communicate when necessary. The intended outcome is to provide the safest and most efficient form of communication for the staff, administration, bus drivers, and students in Hays County ISD/CISD during a critical event. The County is establishing a program to promote school district transportation drivers to communicate with emergency communications regarding road closures during inclement weather events. Additionally, it is imperative during reunification efforts to have a quick, efficient, and reliable mode of communication. If awarded, Hays County will practice safety drills involving all faculty and staff, including bus drivers and students, to handle a real-life threatening situation correctly and promptly. Key partners involved are all Hays County ISD/CISD Superintendents, Directors of Security, and all key faculty and staff including bus drivers. Hays County Office of Emergency Services staff will be involved in the proposed project. The Hays County ISD/CISD faculty, staff, and students will benefit from being awarded the funds to initiate the start of this proposed project.

Data Requested with Application



SVPP Solicitation FY2023

AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (select one)

Non-Law Enforcement

2. From the list below, please select the type of agency which best describes the applicant. Law Enforcement Entities

2. From the list below, please select the type of agency which best describes the applicant. Non-Law Enforcement Entities

County Government

3. SVPP Eligibility Questions: Are you a State, unit of local government (county, municipality, town, township, village, parish, borough, or equivalent), public agency (school district, police department, sheriff's department), or Indian tribe, and if awarded, the COPS Office funding will be used to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs?

Yes

This application must be developed after consultation with others in order to ensure that the improvements funded contribute to a comprehensive approach to preventing school violence and that they are individualized to the needs of each school at which the improvements are to be made. These other individuals or groups include: Law Enforcement Officers School Violence Researchers/Academics Licensed Mental Health Professionals School personnel (teachers/principals) Social Workers Other School Personnel 4. Did you consult with any of these individuals or groups prior to the submission of this application?

Yes

4a. If yes, which of the following individuals or groups were consulted prior to the submission of this application (check all that apply)? (Must pick at least one)

Law Enforcement Officers

School Violence Researchers/Academics

Yes

Licensed Mental Health Professionals

School personnel (teachers/principals)

Yes

Social Workers

Other

4b. Please specify:

5. Were those consultations (referenced above) conducted as part of an ongoing formal collaboration among critical school safety stakeholders? Please upload in the application any documentation (e.g., memoranda of agreement or understanding, letters of agreement, meeting agendas or minutes, etc.) that helps to describe these ongoing collaborations. Please limit your attachment(s) for this question to no more than 10 pages total.

Yes

GENERAL AGENCY INFORMATION

6. Please select your U.S. Attorney's District Office from the below drop-down options.

Texas, Southern

Previous SVPP Award(s) 7. Does your agency have previous SVPP awards?

No

7a. If so, explain the following: The status of the previous awards – have the awards been fully implemented?

7b. Will this new SVPP request:

Enhance any previous SVPP award(s)

New project

7c. How have the previous SVPP awards affected your capacity to improve security at schools and on school grounds? [Please limit your response to a maximum of 250 words.]

8. Is your agency also applying for funding through the Bureau of Justice Assistance's STOP program this fiscal year?

No

9. Is your agency also applying for funding through the Office of Juvenile Justice and Delinquency STOP program this fiscal year?

No

DUPLICATION OF FUNDING

Instructions: Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application. Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

10. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

No

10a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.

11. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

No

11a. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

EXECUTIVE AND CONTACT INFORMATION

Please provide the name and contact information for the highest-ranking Law Enforcement or Program Official and Government Executive or Financial Official for your agency or organization, please see instructions below. **LAW ENFORCEMENT EXECUTIVE/PROGRAM OFFICIAL** This position will ultimately be responsible for the programmatic management of the award. Instructions for Law Enforcement Agencies: For law enforcement agencies, the Law Enforcement Executive is the highest-ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Law Enforcement Agencies: For non-law enforcement agencies (e.g., institutions of higher education, school districts, private organizations, etc.), the Program Official is the highest-ranking official in the jurisdiction (e.g., executive director, chief executive officer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. 12a. Title:

County Judge

12b. First Name:

Ruben

12c. Last Name:

Becerra

12d. Phone:

5123932205

12e. Email Address:

judge.becerra@co.hays.tx.us

GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL This position will ultimately be responsible for the financial management of the award. Instructions for Government Agencies: For law enforcement agencies, this is the highest-ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Government Agencies: For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. 13a. Title:

County Auditor

13b. First Name:

Marisol

13c. Last Name:

Alonzo

13d. Phone:

5123932283

13e. Email Address:

marisol.alonzo@co.hays.tx.us

Instructions for Application Contact: Enter the application contact's name and contact information. 14a. Title:

Grant Writer

14b. First Name:

Ashton

14c. Last Name:

Pecina

14d. Phone:

5123932209

14e. Email Address:

ashton.pecina@co.hays.tx.us

BACKGROUND INFORMATION AND NEED FOR IMPROVED SECURITY

15. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Rural

16. Enter the total population of the government entity applying for this award using the latest census estimate available at <https://data.census.gov/cedsci/>.

241067

17. Total number of primary and secondary schools (K-12) within your jurisdiction (including private schools)?

48

18. Number of primary and secondary schools (K-12) to be impacted by this program (including private schools)?

48

19. Total enrollment in schools within your jurisdiction at the start of the 2022-2023 school year (including private schools)?

41741

20. Total enrollment in schools within your jurisdiction at the start of the 2022-2023 school year that will be impacted by this program (including private schools)?

41741

Currently Implemented Safety Measures For each of the school safety measures listed below, please enter the percentage of schools in your jurisdiction, if known, that had implemented these safety measures at the start of the 2022-2023 school year. Emergency Management Plans

21. Emergency management plans (% of schools):

100

21a. Do not know

false

Access Controls 22. Access controls (i.e. working locks on all doors and entrance/exit procedures) (% of schools):

100

22a. Do not know

false

ID Cards 23. Student and administration cards with ID scanning device (% of schools):

100

23a. Do not know

false

Social Media 24. Access to social media alert software (% of schools):

100

24a. Do not know

false

Mass Messaging 25. Access to mass messaging software (% of schools):

100

25a. Do not know

false

Video Surveillance 26. Video surveillance (% of schools):

100

26a. Do not know

false

Metal Detectors 27. Metal detectors (% of schools):

0

27a. Do not know

false

Alarm Buttons 28. Panic and immediate alarm notification systems (% of schools):

100

28a. Do not know

false

School-Wide Communication Systems 29. Other communication systems accessible throughout the school (% of schools):

80

29a. Do not know

false

Risk Assessment Processes 30. Within the last five years, has your jurisdiction undergone a comprehensive risk assessment process to better understand the likelihood of specific threats or hazards that may occur?

No

31. Do you collect data on school violence incidents?

Yes

31a. If so, do you analyze data and other information captured from those incidents through after action assessment or critical incidents review processes?

No

NOTE: At your option, you may provide your schools' after action report(s) or assessment(s) to the COPS Office by uploading them in the MOUs and Other Supportive Documents section. Please include no more than three attachments. Please begin the name of any of these attachments with "After Action Assessments." While they will not be considered as part of your application review, they will allow the COPS Office and others to better understand these incidents, identify lessons learned, and effective practices. Please redact all personally identifiable information (PII) from your schools' after action report(s) or assessment(s) prior to submission to the COPS Office. PII is defined as information that can be used to distinguish or trace an individual's identity such as name, social security number, biometric records (which include, but are not limited to, fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting), either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, address, email address, mother's maiden name. Please refer to the application materials for more information.

Incidents at Schools Reported to Law Enforcement Please record the total number of the following incidents that occurred at the schools in your jurisdiction and were reported to law enforcement during the 2021-2022 school year: Attacks 32. Physical attack or fight (with or without

a weapon). Number of incidents reported to law enforcement:

32a. Unknown / Unable to Report

true

Guns/Firearms/Explosives 33. Possession or seizure of a firearm or explosive device; or gun-related incident on school grounds. Number of incidents reported to law enforcement:

0

33a. Unknown / Unable to Report

false

Illegal Drugs 34. Distribution, possession or use of illegal drugs. Number of incidents reported to law enforcement:

34a. Unknown / Unable to Report

true

Theft/Larceny 35. Theft/larceny (taking things worth over \$10 without personal confrontation). Number of incidents reported to law enforcement:

35a. Unknown / Unable to Report

true

Vandalism 36. Vandalism. Number of incidents reported to law enforcement:

36a. Unknown / Unable to Report

true

Knives 37. Possession of a knife or sharp object. Number of incidents reported to law enforcement:

37a. Unknown / Unable to Report

true

NEED FOR FEDERAL ASSISTANCE

38. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 250 words.]

Due to the lack of SRO (School Resource Officer), Hays County Office of Emergency Services (OES), Hays Consolidated Independent School District (HCISD), Wimberley Independent School District (WISD), San Marcos Consolidated Independent School District (SMCISD), and Dripping Springs Independent School District (DSISD) all seek a high level of safety and security for students and faculty. The use of advanced radios will provide a more reliable source of communication versus a mobile cellular device that tends to drop signal. Due to the ISD/CISD and OES not having reliable communication between the Sheriff's office, constable's precinct offices, and the fire stations if needed a fast-communicated response during a terroristic event on campuses. This lacks the efforts of the ISD/CISD staff to enhance student safety on a daily basis. According to U.S. census data, Hays County is one of the fastest-growing counties in the nation. As the county continues to grow one of the main concerns is the student's safety throughout Hays County. Currently, Hays County local law enforcement all use the same frequency throughout the county to express emergency situations. The ISD/CISD schools do not have the advanced radios and access to the frequency that the local law enforcement officers have to be kept in the loop to ensure the public safety of the students and staff. If not awarded, Hays County OES and the ISD/CISD staff will not be able to utilize the needed technology to sustain the needed communication between local law enforcement and the staff present on the campuses during a critical event.

Background Information Instructions: These questions are designed to determine your agency's need for federal funding. The COPS Office does not imply a link between these need factors and school violence. At the start of the 2022-2023 school year: 39. What is the average per pupil spending allocated for the public schools in your jurisdiction?

6160

39a. Do not know

false

40. What is the average age of school buildings in your jurisdiction in years?

30

40a. Do not know

true

41. Have any of the public schools that will be impacted by this award engaged in deficit spending during the current or previous fiscal year?

No

42. My agency is a school district and wishes to be considered for an SVPP microgrant. Our microgrant funding request is less than \$100,000. We understand that our application will still be considered for all SVPP funding.

false

43. Has your jurisdiction maintained its recommended reserve for economic uncertainty during the current and previous fiscal year?

Yes

Please check the box below if your jurisdiction has faced an unanticipated catastrophic event that had a significant impact on school security needs or on the ability to implement school safety and security enhancements. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information. 44. If your agency experienced a major disaster or catastrophic even in the time period from January 1, 2022 to present, check this box.

true

44a. Please explain the unanticipated catastrophic event and the significant impact on your jurisdiction's ability to implement school safety and security enhancements. The description must include: Description of event (including number of casualties) Type of event (major disaster, mass shooting, bombing, etc.) Impact of the event on delivery of school security needs or on the ability to implement school safety and security enhancements Duration of the event (how long will services be impacted by the event until recovery) Law enforcement response and recovery efforts [Please limit your response to a maximum of 250 words.]

Hays County has suffered from drug-use events from January 1, 2022 to present date. Hays Consolidated Independent School District (HCISD) has suffered from 6 fentanyl poisoning student deaths, 7 incidents involving Narcan administration during school hours, 17 student reported Fentanyl poisoning overdoses. During the critical incidents the school districts do not possess the needed technology equipment to be able to communicate effectively. The use of high-level radios will allow the staff to immediately communicate with local law enforcement and EMS that all use the same frequency. Additionally, equipping the bus drivers with the requested equipment will allow the drivers to swiftly communicate with fellow transportation staff, district administrator, and staff located within the campus staff regarding any critical incidents about students. The critical incidents are not able to be effectively corrected as quickly as they should be due to the lack of communication equipment staff do not have. The law enforcement response and recovery efforts are determined on how quickly staff can make a emergency call to the local law enforcement units. Currently, the ISD/CISD staff struggle with communication between local law enforcement officers because of the lack of Student Resource Officers (SRO) and the disconnection of communication due to the mobile services not being as reliable as high-level radios.

PROPOSAL NARRATIVE QUESTIONS

Your proposal (entered into the survey questions below) must clearly demonstrate that the resources requested will be effectively integrated into other comprehensive school safety and climate planning efforts taking place in your jurisdiction, and that any acquired technology will be aligned strategically and protect students' civil and privacy rights. The responses to each proposal narrative question must respond to the solicitation. School Safety Planning Efforts: In this section, you will describe, in detail, the current state of your comprehensive school safety planning and assessment efforts. 45. Describe the current status of any site and risk assessments. [Limit your response to a maximum of 250 words.]

Hays County, San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD) have currently completed their audit season when relating to any site, and risk assessments. In addition, all of the ISD/CISD campuses commit to weekly door audits for all teachers and administrators to ensure the hazards to the health and safety of all students and staff are met. Every campus ISD exercises the Standard Response Protocol (SRP) using the "I love you guys" foundation principles and terminology. Currently, radios being used at many of the campuses are outdated and soon will not be supported by the current vendor Lower Colorado River Authority (LCRA). These radios are in the 800 MHz bands; an upgrade to the 700 MHz band radio is needed to provide critical communications and interoperability with public safety partners in the county and region.

46. Describe the current status of emergency operations plans. [Limit your response to a maximum of 250 words.]

Every year all of the partnering districts SMCISD, HCISD, DSISD, and WISD commit to practicing emergency operating plans. Currently, the ISD/CISDs follow protocols that are pushed by the Texas Education Agency (TEA) that is described as followed: Weekly door sweeps, a tool

ISD/CISDs follow protocols that are pushed by the Texas Education Agency (TEA) that is described as followed. Weekly door sweeps, a tool that helps create an effective monitoring system for teachers and district leaders on how well instructional facility doors remain closed and locked. Active threat exercises allow the ISD/CISD to conduct with local law enforcement, fire, and EMS to test communications and capacity during a simulated event. The purpose of the exercise is to enhance the response capacity of district staff and local emergency responders and inform changes to procedures or staffing to see improvements.

47. Describe the current status of school climate improvement efforts and initiatives. [Limit your response to a maximum of 250 words.]

The current school climate improvement that the partnering districts include SMCISD, HCISD, DISD, and WISD all initiate programs that have been proven to better the educational learning efforts. HCISD has a "Multi-Tiered System of Support" (MTSS), which plays a huge role in focusing on the student's overall performance as an individual. The MTSS is broken down into sections that relate to the student's needs and increase the level of support. SMCISD utilizes a program with Family and Community and Engagement Services (FACES) that assists students with bullying, family and community engagement, student health services, and grievance forms. DSISD promotes a "Kids College Program" that enhances student engagement, enriched classes, and provides academic and work preparation programs. WISD associates with "The Wimberley Education Foundation", which generates opportunities for students to gain enhanced education, fostering innovation, and promoting social skills.

48. Describe the current status of threat assessment processes and procedures. [Limit your response to a maximum of 250 words.]

Hays County, San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD) are all involved with threat assessment processes, and procedures. The school staff is all trained by Texas Education Agency (TEA), Secret Service threat assessment (NTAC), and SIGMA which is a threat assessment and management service. The training allows the staff to practice protocols to conduct threat assessments and make informed decisions to protect students from critical events. Additionally, this prepares the staff for a real-life critical event.

49. Describe the current status of training and drills. [Limit your response to a maximum of 250 words.]

The current status of training/drills that Hays County practices is the Standard Response Protocol which includes, San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD). The Hays County Standard Response Protocol (SRP) is structured to correspond with the "I Love U Guys" foundation protocols. The SRP is based on the response to any given situation not on individual scenarios. The five specific actions below allow safety measures during an incident. These protocols are the building blocks of crisis response which include training students in staff on how to respond to different levels of action such as Hold, Secure, Lockdown, Evacuate, and Shelter in place. Furthermore, the Standard Reunification Method, which provides school and district safety teams with proven methods for planning, practicing, and achieving a successful reunification.

50. Describe, in detail, any local safety partnerships and describe coordination with students/parents/guardians, community members, civilian personnel, and law enforcement that support and enhance the continuum of wraparound services for students. [Limit your response to a maximum of 500 words.]

Hays County ISD/CISD currently has a tremendous role in student wraparound services. The planned partnership between the local school districts includes San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD). Hays County HCISD currently has an academic support program called "Multi-Tiered Systems of Support" (MTSS) that is focused on the individual's overall performance as a student. The MTSS is broken down into tiers on the students' needs and increases the level of support provided as a student moves from classroom-wide to targeted and intensive interventions. MTSS has five components that benefit the student's level of support is listed as: Data-based decision making, which uses critical educational decisions that are based on assessment results. Data is carefully analyzed to determine why academic or behavioral problems exist. Universal screening is assessments administered to all students to determine as early as possible which students are at risk of not meeting academic benchmarks. These screenings are administered three times per year in order to meet the early intervention needs of all students. The tiered model of delivery is the process that incorporates a tiered model of delivery of instructions. The tiers reflect the increasing intensification of interventions to meet the individual needs of students. Progress monitoring is the monitoring of student progress and is a research-based practice that produces data about student growth over time. Progress monitoring is used to determine the effectiveness of instruction and/or interventions. Finally, Fidelity of Implementation is achieved when the delivery of instruction, assessments, and progress monitoring is carried out as it was designed to be. SMCISD provides students with Family and Community and Engagement Services (FACES) that include: anti-bullying, family and community engagement, student health services, and grievance forms. FACES strives to keep families and students informed about the resources available to the students and families each year. DSISD offers life-long learning opportunities and services to families and the community. DSISD provides beyond the traditional school day for the purpose of providing academic, recreation, health, social service, and work preparation programs for people of all ages. In addition, DSISD provides enrichment classes for school-age students through the "Kids College Program" and a variety of summer camps. This program offers DISD students an opportunity to learn more about activities they enjoy or a variety of topics that interest them. WISD partners with "The Wimberley Education Foundation" which generates and distributes resources in support of enriching curriculum, fostering innovation, promoting excellence in education, and inspiring a lifetime love for learning. The Foundation directors are comprised of community members, parents, and business leaders who work in partnership with WISD to optimize the learning environment for local students.

Funding Request and Integration 51. Explain the intended use of the funds requested in this application, and how the activities funded under the grant will meet the purpose of the SVPP statute, improve school security, and promote a positive learning environment for all students. To the extent possible, highlight the use of evidence-based strategies and programs, compare and/or contrast any prior unsuccessful attempts to improve security measures and explain why the proposed measures have strong likelihood for success. Further explain efforts to avoid criminalizing school conduct that should be handled through the school discipline process. [Limit your response to a maximum of 500 words.]

The proposed project, if funded Hays County intends to use the grant monies to present ISD/CISD staff, bus drivers, and Office of Emergency Services staff (OES) with high-proficiency radios, that enhance improving school security and improve public safety for students and staff.

The activities presented in one of the previous paragraphs that involve planning secure perimeters, limiting access points, and giving

student/teacher training will surpass the SVPP statute. Hays County ISD/CISD staff and OES seek to improve school security and student safety by planning to practice real-life events. This will enable the campus staff for all schools in Hays County to be fully prepared in case of a critical event. If awarded, Hays County ISD/CISD plans to have staff training involving the use of radios. High-proficiency radios will allow for instantaneous communication between two or more people, which will improve school safety and security. In addition, the Hays County bus drivers that deal with public roads, often are stuck in heavy traffic that may put students' lives at risk. Obtaining radios will allow Hays County ISD/CISD bus drivers to increase communication and gain the ability to have a reliable source of technology that uplifts the safety of the students. With the use of radios, the bus drivers can communicate with campus staff and easily record school safety reports electronically and save them automatically for all ISD/CISD bus drivers to view for their safety precautions. Radios promote a positive learning environment, for the students by giving the bus drivers the proper tools to enhance their safety abilities. This allows effective communication between transportation staff, district administrators, and staff located within the campuses that arrive the students to their destination safely. Hays County ISD/CISD proposes to enhance the student's positive learning environment with the use of radios to ramp up campus security. Students expect to arrive at school safely, and to get into the classroom safely as well. Hays County ISD/CISD currently lacks a School Resource Officer (SRO) staff. With the use of radios, this allows campus faculty to enhance the security with communication, this also enlightens the student's knowledge with knowing they are safe while attending class and are able to focus on the curriculum. The expectation comes from a need to improve tactics for campus communication, security, and emergency response to ensure students remain safe during day-to-day activities, sporting events, and other school functions. If awarded, the proposed measures have a strong likelihood of success due to the dedication and capabilities of the staff that Hays County currently has for the security and safety of the students.

Items must be allowable under the program (see allowable costs in the solicitation), under 2 CFR 200, and must meet the authorized purpose areas under the statute, 34 U.S.C. § 10551(b)(5)–(9). 52. Describe, in detail, how the specific types of evidence based school safety interventions that you are seeking funding for will be integrated into your existing comprehensive school safety and climate planning efforts and will fill specific gaps and needs that you have identified through this process. This should clearly link to the budget items included in the web-based budget form submitted in JustGrants. [Limit your response to a maximum of 500 words.]

Hays County ISD/CISD has minimal Student Resource Officers (SRO) posted at the student campuses throughout the county. This is considered a security threat for Hays County ISD/CISD students and staff that are located inside the campus buildings. The allowable items, such as the radios, allow partnerships with the Hays ISD/CISD staff, bus drivers, and Office of Emergency Services (OES) staff with reliable choices to enhance school safety and security. Currently, Hays County ISD/CISD follows the Standard Response Protocol (SRP), as the comprehensive school safety effort that enhances and guides faculty and students on campuses with instructions on how to hide and prepare for a man-made or natural disaster event. The SRP requires the use of communication in which Hays County does not have the high-level radios that are needed to communicate the procedures of this security drill. Hays County ISD/CISD schools face several challenges when it comes to keeping staff and students safe due to the current staff not having a reliable source of communication. One of the challenges Hays County ISD/CISD has experienced is the use of cellular devices that have dropped calls during an event that puts the students and staff at risk. The use of radio communication is a demand for the Hays County ISD/CISD staff that will avoid the disconnection between staff and bus drivers during a critical event. Awarding Hays County with the equipment and technology requested gives additional support to the minimal SRO staff involved at the school campuses that currently do not have communications between staff that are located inside the campus buildings. A factoring gap that Hays County seeks to address is the ISD/CISD bus drivers currently lack a reliable communication source when student safety is the factor. At certain times if there is severe inclement weather that causes a risk to public safety and the students on public roads. Hays County ISD/CISD bus drivers need a reliable tool that will enable clear communication uninterrupted. Currently, Hays County has a pending application submitted through FEMA that is focused on the lack of flash flood warning signs throughout the most flooded parts of the county. With the current issue of the bus drivers not having the equipment or technology available, the drivers will not have a reliable source of communication other than a cellular device that is susceptible to disconnection or interference. In addition, the technology that Hays County is seeking will assist the bus drivers with enhanced coordination for routes and schedules, improve response times in emergencies or accidents, and ensure effective communication between other bus drivers and dispatchers to promote student security and safety.

53. Describe, in detail, the goals and objectives that you hope to achieve through the implementation of these resources. Include detailed information on how any measures will contribute to a positive learning environment for all students, including describing the measures you will take to ensure that additional technology or equipment do not contribute to a punitive or prison-like atmosphere in the school(s) or threaten students' civil or privacy rights. [Limit your response to a maximum of 500 words.]

The Hays County Office of Emergency Services (OES) and Hays ISD/CISD Directors of Security, staff, and bus drivers are seeking to prevent and secure all ISD/CISD schools with the purchase of high-proficiency radios. The requested technology and equipment will assist ISD/CISD staff along with OES staff from a terroristic threat, severe inclement weather, and any alarming situation that may put students and staff in harm. Hays County's goals and objectives for the proposed project are stated as the following: There needs to be a greater focus on prevention efforts. This must be informed by assessing risk and conducting threat assessments in order to proactively prevent, identify, assess, plan, implement, monitor, review, and systematically record all events that result in violence and threats in schools throughout Hays County. Starting with policies and procedures for ISD/CISD staff along with OES and bus drivers need to be enacted as essential protocols to ensure the safety of the students. If awarded, all parties involved with the proposed project will need to be trained and practice real-life scenarios with simulations that lead to confidence in addressing school security. Hays County wants to pursue a financially smart long-run decision for the safety of the students and staff located at all ISD/CISD campuses in Hays County. By obtaining radios for the staff, bus drivers, and OES faculty, there will be a more durable way to communicate without interference. Further goals include establishing and maintaining a close partnership between the school administration and School Resource Officer (SRO) in order to provide a safe school environment. Hays County OES and ISD/CISD seek to plan and develop a standardized response to a critical event plan in cooperation with local emergency responders. As stated in one of the previous paragraphs, Hays County intends to promote a positive learning environment for all students within the campuses. Implementing the use of radios gives the students a healthier feeling of being safe while attending school within Hays County. Being awarded high-level radios gives the students the ability to focus on the education curriculum because knowing the faculty has a reliable source of communication and SRP steps on hand in case of a critical event. The majority of students within the ISD/CISD take the bus to school, in case of a severe inclement weather event that puts the students at risk and avoidance of school. The radios will allow the bus drivers to communicate efficiently with campus staff to find a safer route to get the students to campus safely. Radios can provide students with the ability to learn and operate the equipment if needed. Staff will utilize the radios on a daily basis during the hours

of operations. Students may visually examine how the staff operate the radios and may have the opportunity to understand why the need for

radios is of high importance to enhance security and safety for the students and staff. The equipment and technology do not contribute to a punitive or prison-like atmosphere in the schools or threaten students' civil or privacy rights.

54. Does your proposal seek to address high rates of gun violence?

No

54a. If yes, are you proposing Community Violence Intervention strategies to address the gun violence, within the purpose areas for SVPP?

No

All proposed costs should be linked to the proposed project and must support one of the authorized purpose areas under the statute, 34 U.S.C. § 10551(b)(5)-(9). 54b. If yes, please explain how the proposed program will enhance the continuum of wraparound services and other support to students, within the authorized SVPP purpose areas, such as through training of law enforcement on Community Violence Intervention strategies. [Limit your response to a maximum of 250 words.]

Management and Implementation Plan 55. Provide a detailed quarterly timeline with key activities and milestones . [Limit your response to a maximum of 500 words.]

Hays County, Office of Emergency Services (OES), San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD), have developed strategies that will implement practicing safety and security for staff and students. If awarded, Hays County ISD/CISD staff will begin with the purchase of the Harris P25 Radios, this will involve communication throughout OES and the ISD/CISD campus staff to coordinate splitting the radios according to budget. Upon the arrival of the radio equipment, the partners involved with the grant application will begin with getting the radios in place in locations so that the staff involved know where to locate the radios in case of an emergency situation. Radios will be placed with front office administration, and all key personnel located at the ISD/CISD campuses. Every staff member involved will be trained on how to operate the radios in case of a critical event. OES and the ISD/CISD will register the radio equipment through the manufacturer to ensure the equipment's warranty is correct and all the packaging and correct additional items were packaged properly. Once all the radio equipment has been registered, assigned, and put properly in place at specific locations throughout the campuses the ISD/CISD and OES will begin training staff. All staff involved will know how to operate radios for the safety of fellow staff members and most importantly the students. To better understand the use of radios, the ISD/CISD along with OES will begin practice drills that involve all students, staff, and local law enforcement. The local law enforcement operates on the same frequency channel, the ISD/CISD will be able to join that channel if needed to communicate if there was a need for first responders on site in case of a critical event. In addition to staff on campus to begin training, OES and ISD/CISD staff can offer the knowledge to the valuable bus driver that also takes the safety and security of the Hays County students sincerely. The bus drivers have the knowledge and practice drills in place if there was an event that involved severe inclement weather, or a danger to public safety involving the students at risk. The drivers will have the experience and can communicate efficiently without network interference with local law enforcement or staff located on campus sites. Once the project is complete with all staff training with the use of radios, OES will oversee the project to ensure the efforts between all ISD/CISD staff are held to the highest regarding the student's safety and security.

56. Identify key partnerships or stakeholders who will play a role in the implementation of this award. [Limit your response to a maximum of 125 words.]

Hays County Office of Emergency Services (OES) plans to partner with all ISD/CISD school districts throughout the county. This partnership includes all four Superintendents and all four Directors of Security. San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), and Dripping Springs Independent School District (DSISD). And Wimberly Independent School District (WISD). ISD Superintendent, Dr. Michael Cardona. SMCISD Director of Security is Doug Wozniak. HCISD Superintendent, Dr. Eric Wright. HCISD Director of Security is Jeri Skrocki. DSISD Superintendent, Dr. Holly Morris-Kuentz. DISD Director of Security is Sirennna Cumberland. WISD Superintendent, Dr. Greg Bonewald. WISD Director of Security is Roz Simmons.

57. How will you ensure the effective implementation and oversight of the project? [Limit your response to a maximum of 125 words.]

In addition, Hays County OES Director, Mike Jones, will ensure the implementation of this proposed project by teaching and demonstrating how to operate the functions of the radios being requested. Mike Jones OES Director utilizes radios on a weekly basis and has the knowledge and leadership expertise to pass along to ISD/CISD staff that may have questions regarding radio use. Administering practice drills for emergency situations at school events will serve a significant role in preparing the faculty, staff, students, and bus drivers for a real-life event. Partnering with one of the most organized offices within Hays County, OES, that plan and prepare for any catastrophic events within the county and for fellow borderline counties this will ensure effective security and safety for faculty and staff.

58. Describe methods for procuring any technology or other resource purchased with grant funds. [Limit your response to a maximum of 125 words.]

Methods for ensuring the operations of radios by faculty, staff, and bus drivers will be practiced immediately upon being funded for the proposed project. OES Director has the capabilities and experience to assist the ISD/CISD staff to ensure proper readiness for a critical event. In addition, the use of radios will benefit the bus driver also to gather information on safe routes from local law enforcement officers or ISD/CISD staff, so that the bus driver can deliver the students safely to the campus. In case of inclement weather, natural disaster, and man-made threat, the staff or local officers will be able to contact the driver immediately regarding the safety of the students on board.

Sustainability Plan 59. Describe, in detail, the plan to sustain the proposed school safety and positive school climate efforts after this award has ended. Describe specific actual and potential resources that will be used to ensure the continued implementation of efforts made through

this award, and if applicable, how the equipment and technology will be maintained. [Limit your response to a maximum of 250 words.]

Hays County ISD/CISD Directors of Security, faculty, bus drivers, as well as Hays County Office of Emergency Services (OES) staff including Director of OES, Mike Jones, involved with the proposed project, will sustain the efforts to ensure the students and all campus staff involved are kept away from potential life-threatening events. A plan with being awarded the radios will allow for all partnerships involved and OES to operate and execute immediate services to all students, and faculty that require the use of emergency services. Actions involved to create the establishment of school safety in Hays County ISD/CISD campuses will involve, planning secure perimeters, limiting access points, and student, teacher, and administrator training, all with the use of radios. This will allow the Hays County partnerships and OES staff to communicate with each other ensuring that all the preparation and planning will be successful during a critical event. OES Director Mike Jones has proven to Hays County to commit to serving and protecting residents throughout the county regarding emergency services that include hazard mitigation planning. Each year OES presents the county with an Emergency Preparedness Fair that teaches county residents and local students the skills of CPR, Standard Response Protocol (SRP), and many emergency life-threatening skills. OES has the capability to teach and guide the ISD/CISD staff's knowledge about radio communication to ensure the security and safety of the students and to sustain and promote school safety. The radios will be maintained by all ISD/CISD staff and OES.

60. By clicking this box, the applicant, if awarded, understands that the federal award cannot exceed 75 percent of the total project costs (unless a waiver of the local match requirement is approved).

true

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award. Partner 1 61a. Title:

Director of Security

61b. First Name:

Jeri

61c. Last Name:

Skrocki

61d. Name of Partner Agency (e.g., Smithville High School):

Hays Consolidated Independent School District

61e. Type of Partner Agency (e.g., School District):

Hays School District

61f. Street1:

21003 IH 35

61g. Street2:

61h. City:

Kyle

61i. State:

Texas

61j. Zip/Postal Code:

78640

61k. Phone:

2682141

61l. Email Address:

jeri.skrocki@hayscisd.net

Partner 2 62a. Title:

Directory of Safety and Health Services

62b. First Name:

Doug

62c. Last Name:

Wozniak

62d. Name of Partner Agency (e.g., Smithville High School):

San Marcos Consolidated Independent School District

62e. Type of Partner Agency (e.g., School District):

San Marcos CISD

62f. Street1:

631 Mill Street

62g. Street2:

62h. City:

San Marcos

62i. State:

Texas

62j. Zip/Postal Code:

78666

62k. Phone:

5127578486

62l. Email Address:

doug.wozniak@smcisd.net

Partner 3 63a. Title:

Director of Safety

63b. First Name:

Roz

63c. Last Name:

Simmons

63d. Name of Partner Agency (e.g., Smithville High School):

Wimberley High School

63e. Type of Partner Agency (e.g., School District):

Wimberley Independent School District

63f. Street1:

951 FM 2325

63g. Street2:

63h. City:

Wimberley

63i. State:

Texas

63j. Zip/Postal Code:

78676

63k. Phone:

5128474280

63l. Email Address:

roz.simmons@wimberleyisd.net

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems: If your agency is requesting COPS Office funds for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23. If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply. 64. Please check one of the following, as applicable to your agency's intended use of COPS Office funds:

Yes, my agency will use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system and will comply with the requirements of 28 C.F.R. Part 23.

CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE

65. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Resource Guide, the COPS Office award owner's manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

true

66. By checking the box, the applicant indicates he or she provides a certification that: 1. the programs to be funded by the grant meet all the requirements of the SVPP statute; 2. all the information contained in the application is correct; and 3. the applicant will comply with all provisions of the SVPP statute and all other applicable Federal laws.

true

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

67. By checking the box, the applicant indicates that he or she understands that "clicking to agree" in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form are just as legally enforceable as physical signatures.

I understand.

true

Proposal Narrative

Budget and Associated Documentation

Budget Summary

Budget Category	Total Cost	
Sworn Officer Positions	\$0.00	
Civilian or Non-Sworn Personnel	\$0.00	
Travel	\$0.00	
Equipment	\$499,520.00	
Supplies	\$0.00	
SubAwards	\$0.00	
Procurement Contracts	\$0.00	
Other Costs	\$0.00	
Indirect Costs	\$0.00	
Total Project Costs	\$499,520.00	
Federal Funds:	\$374,640.00	75.00%
Match Amount:	\$124,880.00	25.00%
Program Income:	\$0.00	0.00%

Local Match Details

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of sever fiscal distress as reflected through the fiscal health data provided in the application, and a comparison of your fiscal health data with that of the overall applicant pool.

No

Budget / Financial Attachments

Non-competitive Justification

No documents have been uploaded for Non-Competitive Justification

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? _____

Base Salary and Fringe Benefits for Sworn Officer

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost

\$0

Additional Narrative

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost

\$0

Additional Narrative

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the

Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C. and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C. and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1										
Travel Detail										
Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										
Travel Total Cost										
\$0										

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1					
Equipment Detail					
Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Harris XL-45P	223.00	\$2,240.00	\$499,520.00		\$499,520.00
Equipment Total Cost					
\$499,520					
Additional Narrative					
Hays County seeks to purchase 223 Harris XL-45P handheld radios. The radios will be split between San Marcos Consolidated Independent School District (SMCISD), Hays Consolidated Independent School District (HCISD), Dripping Springs Independent School District (DSISD), and Wimberley Independent School District (WISD). SMCISD will receive 38 handheld radios, HCISD will receive 146 handheld radios, DSISD will receive 28 handheld radios, and WISD will receive 38 handheld radios. Each radio is priced at 2,240.00, times by 223 which equals to \$499,520.00.					

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail					
Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					
Supplies Total Cost					
\$0					

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail						
Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items						
Construction Total Cost						
\$0						

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Subawards Total Cost

\$0

Add Consultant Travel

—

Procurement contracts (see “Contract” definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see “Contract” definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component’s threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Do you need Consultant Travel?

Yes

Procurement Cost

\$0

Consultant Travel Detail

Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
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No items

Consultant Travel Total Cost

\$0

Procurement Total Cost

\$0

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
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No items

Other Costs Total Cost

\$0

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1



Indirect Cost Detail					
Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					
Indirect Costs Total Cost					
\$0					
Additional Narrative					

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents









Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

	Name San Marcos CISD Discipline Incidents w_Police Notified \$285\$29.xlsx	Category Memoranda of Understanding (MOUs) and Other Supportive Documents	Created by Ashton Pecina	Application Number —	Date Added 05/09/2023	
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Additional Application Components

Letters of Support


	Name DSISD Cost Match Letter of Support.pdf	Category Letters of Support	Created by Ashton Pecina	Application Number —	Date Added 05/10/2023	
	Name WISD Cost Match Letter of Support.pdf	Category Letters of Support	Created by Ashton Pecina	Application Number —	Date Added 05/10/2023	
	Name HCISD Cost Match Letter of Support.pdf	Category Letters of Support	Created by Ashton Pecina	Application Number —	Date Added 05/10/2023	
	Name SMCISD Cost Match Letter of Support.pdf	Category Letters of Support	Created by Ashton Pecina	Application Number —	Date Added 05/10/2023	

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

	Name Form SFLLL_2_0-V2.0.pdf	Category LobbyingActivitiesDisclosure	Created by —	Application Number —
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DOJ Certified Standard Assurances



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

manage, and complete the project described in the application properly.

- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34

U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

SignerID

ashton.pecina@co.hays.tx.us

Signing Date / Time

5/16/23 12:23 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing ★

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. §

2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEQ>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Certified

SignerID

ashton.pecina@co.hays.tx.us

Signing Date / Time

5/16/23 12:23 PM

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge ★

Signed

SignerID

ashton.pecina@co.hays.tx.us

Signing Date / Time

5/16/23 12:24 PM

Other

No documents have been uploaded for Other

Certified

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Hays County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6002241

* c. UEI:

RH4DFY1GC2R3

d. Address:

* Street1:

712 S. Stagecoach Trail

Street2:

* City:

San Marcos

County/Parish:

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Ashton

Middle Name:

* Last Name:

Pecina

Suffix:

Title:

Grant Writer

Organizational Affiliation:

Hays County

* Telephone Number:

512-393-2209

Fax Number:

* Email:

ashton.pecina@co.hays.tx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

* 12. Funding Opportunity Number:

O-COPS-2023-171588

* Title:

FY23 COPS School Violence Prevention Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Hays County local CISD's security enhancement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX-25

* b. Program/Project TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2024

* b. End Date: 12/23/2026

18. Estimated Funding (\$):

* a. Federal	499,520.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	124,880.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	624,400.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"><input checked="" type="checkbox"/> Prime<input type="checkbox"/> SubAwardee</div> <div>* Name <input type="text" value="Hays County Office of Emergency Services"/></div> <div>* Street 1 <input type="text" value="810 S. Stagecoach Trail"/> Street 2 <input type="text"/></div> <div>* City <input type="text" value="San Marcos"/> State <input type="text" value="TX: Texas"/> Zip <input type="text" value="78666"/></div> <div>Congressional District, if known: <input type="text" value="25"/></div>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="height: 100px;"></div>		
6. * Federal Department/Agency: <input type="text" value="Department of Justice"/>	7. * Federal Program Name/Description: <input type="text" value="Public Safety Partnership and Community Policing Grants"/> <div>CFDA Number, if applicable: <input type="text" value="16.710"/></div>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: <div>* Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/></div> <div>* Last Name <input type="text" value="N/A"/> Suffix <input type="text"/></div> <div>* Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/></div> <div>* City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/></div>		
b. Individual Performing Services (including address if different from No. 10a) <div>* Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/></div> <div>* Last Name <input type="text" value="N/A"/> Suffix <input type="text"/></div> <div>* Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/></div> <div>* City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/></div>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. <div>* Signature: <input type="text" value="Completed on submission to Grants.gov"/></div> <div>* Name: Prefix <input type="text"/> * First Name <input type="text" value="Ruben"/> Middle Name <input type="text"/></div> <div>* Last Name <input type="text" value="Becerra"/> Suffix <input type="text"/></div> <div>Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="Completed on submission to Grants.gov"/></div>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the Local Health Department to accept a \$50.00 donation in the form of two (2) \$25.00 gift cards from Casa Garcia's Mexican Restaurant and Cantina for the Summer Health Fair that the Health Department will be hosting on June 10, 2023 and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

The Local Health Department has received a donation from Casa Garcia's Mexican Restaurant and Cantina to be utilized at the upcoming Summer Health Fair hosted by the Health Department. This donation will be in the amount of \$50 and will be given in the form of two (2) \$25.00 gift cards. These gift cards will be given out to attendees of the forum as prizes for participating in the health activities.

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-00.4610/.5391

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget amendment needed to record value of donation.

(\$50.00) - Increase Contributions

\$50.00 - Increase Miscellaneous Expense

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$50 Contributions

Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept the delivery of the Quarterly Auditor Reports for Constable Precinct 1, Constable Precinct 5, Justice of the Peace Precinct 2, Justice of the Peace Precinct 3, Parks Department, and Health Department for the audit period October 2022 through December 2022. **VILLARREAL-ALONZO**

Summary

Quarterly Auditor Reports for the following departments are attached.

Constable Precinct 1
Constable Precinct 5
Justice of the Peace Precinct 2
Justice of the Peace Precinct 3
Parks Department
Health Department

Attachments

Constable 1
Constable 5
Justice of the Peace 2
Justice of the Peace 3
Parks Department
Personal Health Department



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail, Ste. 2210
San Marcos, Texas 78666

Constable David Peterson:

The Hays County Auditor's Office has examined the monthly reports of Constable 1 for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 1. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Honorable John Ellen
Hays County Constable Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Constable John Ellen:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 5 for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 5. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytx.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Honorable Judge Beth Smith
Hays County Justice of the Peace, Precinct 2
5458 FM 2770
Kyle, Texas 78640

Judge Beth Smith:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 2 for the months October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 2. The objectives of the examination were to justify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Honorable Judge Andrew Cable
Hays County Justice of the Peace, Precinct 3
200 Stillwater
Wimberley, Texas 78676

Judge Andrew Cable:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 3 for the months October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 3. The objectives of the examination were to justify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Tammy Crumley
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the Health Department monthly reports for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by the Health Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Alonzo-Villareal, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

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Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

May 16, 2023

Tammy Crumley
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the Health Department monthly reports for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by the Health Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Alonzo-Villareal, CPA, MPA
County Auditor



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a proposal from Cornerstone Detention related to cell padding repair 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 repair cell padding in six (6) cells. All equipment and install services will be procured through Cornerstone Detention 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 to repair the cells in the jail.

Fiscal Impact:

Amount Requested: \$22,175.11

Line Item Number: 001-618-03.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: GSA contract GA-07F-269AA and requires an exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items to allow Cornerstone Detention to repair the cells in the jail.

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

New Revenue Y/N?: N/A

Comments:

Attachments

Cell Padding Quote



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: 4/20/2023
Expiration Date: 4/24/2023
Quote #: 042023-CR01-Rev
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	0	\$ 125.00	\$ -
	PROJECT MANAGER (Per Hour)	334290	Service/Labor	0	\$ 125.00	\$ -
	SEC TECH (Per Hour)	334290	Service/Labor	24	\$ 95.00	\$ 2,280.00
	SEC TECH SUPERVISOR (Per Hour)	334290	Service/Labor	0	\$ 115.00	\$ -
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor	0	\$ 125.00	\$ -
	COMPUTER-AIDED DESIGN & DRAFTING (CADD)(Per Hour)	334290	Service/Labor	0	\$ 95.00	\$ -
SDI-CD Contract # GS07F269AA ON CONTRACT-MATERIAL	PC-LMK-PADDED SAFETY ROOM REPAIR KIT -LARGE	NEW	Marathon/Engl	7	\$ 2,115.87	\$ 14,811.09
	PC-MMK-PADDED SAFETY ROOM REPAIR KIT-MEDIUM	NEW	Marathon/Engl	3	\$ 1,209.07	\$ 3,627.21
	Cell Padding Repair Locations					\$ -
	VC1,VC3, VC4 VC5, MOC VC1 AND MOC VC2					\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ 20,718.30
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.						\$ 20,718.30
OLM- Including IFF FEE Contract # GS-07F269AA		84500	OLM	0	\$ -	\$ -
		84500	OLM	0	\$ -	\$ -
		84500	OLM		\$ -	\$ -
		84500	OLM			\$ -
		84500	OLM			\$ -
Total OLM Value, Cannot exceed the Contract Value						\$ -
Open Market Items-None Contract Items	TRAVEL			3	\$ 95.00	\$ 285.00
	PER DIEM-M & I -First & Last Day					\$ -
	PER DIEM-Meal & Incidentals (M& IE)-Everyday Except the 1st & Last Day			3	\$ 45.00	\$ 135.00
	LODGING			0	\$ -	\$ -
	General Conditions			0	\$ -	\$ -
	MILEAGE-COMPANY VEHICLE			300	\$ 0.65	\$ 195.00
	FREIGHT/EQUIPMENT RENTAL			0	\$ -	\$ -
	SMALL TOOLS CONSUMABLES			1	\$ 841.81	\$ 841.81
Total Open Market Items-Does not count towards GSA Reported Value or OLM Value. Excludes IFF Fee						\$ 1,456.81

\$ 20,718.30 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	\$	20,718.30
SIN NEW	\$	-
SIN 334290		
SIN 334512		
SIN 246421		
SIN 2461000		
SIN 238910		
SIN 334290		
SIN 334290L		
SIN 334512		
SIN OLM 84500	\$	-
Open Market Items	\$	1,456.81
TOTAL CONTACT AMOUNT		\$22,175.11

Cornerstone's IFF FEE Breakdown (Amout we have to pay GSA)

SIN 334290	\$	20,718.30
SIN NEW	\$	-
SIN OLM 84500	\$	-
Total Contract Sale	\$	20,718.30
IFF Payment	\$	20,562.9128

Cornerstone's TOTAL OLM % BASED OFF CONTRACT VALUE

SIN OLM 84500	#DIV/0!
---------------	---------

|



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jenifer O'Kane

Sponsor:

Commissioner Smith

Agenda Item

Approve specifications for RFP 2023-P09 Delinquent Tax Collection Services and authorize Purchasing to solicit for proposals and advertise. **SMITH/O'KANE**

Summary

Hays County (County) is seeking well-qualified law firm with experience and a verifiable history of delinquent tax collections programs in Texas. The awarded Firm will assist the County in delinquent collections as authorized under Sections 6.30 and 33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent property tax matters.

The Tax Assessor had identified the following people for the evaluation committee:

Jenifer O'Kane, Hays County Tax Assessor

Vickie Dorsett, Hays County Budget Officer

Mark Kennedy, Hays County General Counsel

Jane Hughson, City of San Marcos

Travis Mitchell, City of Kyle

Attachments

RFP 2023-P09 Delinquent Tax Collection Services



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2023-P09 Delinquent Tax Collection Services		Date Issued: May 25, 2023	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 11:00 a.m. local time June 15, 2023. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 on June 2, 2023.	Phone No.: (512) 393-2283
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date	
	Hays County Clerk	Date	

Table of Contents

Solicitation, Offer and Award.....	1
I. RFP Submittal Checklist	3
II. Summary	4
III. Specifications	6
A. Introduction.....	6
B. Background.....	6
C. Scope of Work	6
D. Hays County Responsibility	8
E. Qualifications.....	8
F. Proposal Requirements	9
G. Evaluation Criteria	10
H. Submittal Requirements.....	11
I. Award of Contract	12
J. Warranty of Performance	13
IV. General Terms and Conditions for Solicitations	15
V. Vendor Reference Form.....	24
VI. Certificate of Interested Parties.....	25
VII. Conflict of Interest Questionnaire	26
VIII. Code of Ethics	28
IX. HUB Practices.....	29
X. House Bill 89 Verification.....	31
XI. Senate Bill 252 Certification.....	32
XII. Debarment and Licensing Certification	33
XIII. Vendor/Bidder's Affirmation	34
XIV. Federal Affirmation and Solicitation Acceptance	35
XV. Related Party Disclosure Form.....	39

I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ____ 1. Solicitation, Offer and Award Form completed and signed
- ____ 2. Proposal
- ____ 3. Vendor Reference Form

Required Forms by Hays County:

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

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

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666
OR
- ____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2023-P09
Delinquent Tax Collection Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
June 15, 2023; 11:00 a.m. Central Time (CT)
- 6. Initial Contract Term:** October 1, 2023 – September 30, 2024
- 7. Optional Contract Terms:** Four (4), one (1) year renewal options
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than June 2, 2023; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

May 25, 2023	Issuance of RFP
June 2, 2023	Deadline for Submission of Questions (5:00 PM CT)
June 15, 2023	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
September 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified law firm with experience and a verifiable history of delinquent tax collections programs in Texas. The awarded Firm will assist the County in delinquent collections as authorized under Sections 6.30 and 33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent property tax matters.

B. Background

Hays County currently contracts with McCreary, Veselka, Bragg and Allen, P.C. (MVBA) for collection of Delinquent Taxes; the current contract auto renews with a thirty-day termination. Accounts held by the current contractor shall have an additional six (6) months from contract expiration to reduce judgement or sell all tax collection lawsuits filed and collect all bankruptcy claims filed prior to the termination date of the Contract and shall have exclusive right to compensation of fees earned due to these suits and bankruptcy claims during this period.

The Hays County Tax Assessor Collector Office collects on behalf of nearly all taxing units, vast majority of special districts, and assessment districts (public improvement districts). Currently, there are 68 entities which are collected by the Tax Assessor Collector Office, with the anticipation that more will be added annually. The County currently uses Orion for tax collection software.

Statistical data of Hays County's Tax Levy and Collections.

2020 Tax Year (Fiscal Year 2021)	
Original 2020 Tax Levy 10-1-2020	\$567,616,944.65
Amount of 2020 tax due 7-1-2021	\$ 10,602,914.92
Amount of 2020 tax due 6-30-2022	\$ 9,752,343.03
Collection Percentage	98.19%

2021 Tax Year (Fiscal Year 2022)	
Original 2021 Tax Levy 10-1-2021	\$643,646,746.97
Amount of 2021 tax due 7-1-2022	\$ 7,805,385.53
Amount of 2021 tax due 4-28-2023	\$ 19,853,000.09
Collection Percentage	98.62%

C. Scope of Work

The tax collection attorneys will be responsible for the following duties and services:

1. Preparing monthly status and performance reports to the County indicating the progress of tax collections. The monthly progress reports prepared by the firm shall contain, at a minimum, the following information:
 - Number and types of communication with delinquent taxpayers
 - Summary of all delinquent accounts collected
 - Detailed list of suits filed
 - Detailed list of judgments rendered
 - Number of warrants issued/served
 - Detailed list of bankruptcies and status of those properties
 - Detailed list of properties submitted to Courts for auction, with date submitted and most recent status
 - Number of properties sold
 - Detailed list of properties sold or reverting to taxing entity because of non-sale
 - Detailed list of payments made by all taxpayers

2. Preparing and sending notices to delinquent taxpayers as may be required by law or as may be advisable for the purpose of expediting collections. Also, advise Hays County of errors, double assessments, or other discrepancies coming under observation during the progress of work.
3. The Firm shall send delinquent mailouts, not to coincide with the County's statement mailouts in October, January, and May.
4. The Firm will represent Hays County in all delinquent property tax suits, bankruptcy hearings, and property tax hearings before County Courts and federal agencies and will represent Hays County when Sheriff Sales are conducted at no additional expense to the County.
5. The Firm shall be responsible for the filing of delinquent property tax claims related to bankruptcy and other judicial proceedings. No suit shall be filed to collect a tax on real property unless a title search has been conducted on the property. Upon request, before filing a delinquent tax suit, the delinquent tax attorney shall provide the collector a copy of the title search.
6. Advising the County on legal issues that arise in the process of delinquent tax collection. This includes, but not limited to, legal support, advice, written opinions, and research upon request. This also includes providing recommendation to the County for or against submission of penalty and interest waivers to the taxing unit governing body pursuant to Texas Law.
7. The Firm will provide and make available annual Truth in Taxation advice, assistance and communication to guide and direct the County Tax Assessor Collector in the procedures and process of performing annual property tax rate calculations.
8. The Firm will provide Legislative updates, interpretation and application of legislation affecting operation of tax assessor/collector offices, taxing entities collected by Tax Office, ancillary responsibilities.
9. Providing such additional services as the Hays County Commissioners Court or the County staff may deem advisable to expedite the collection of delinquent taxes.
10. The Firm shall absorb all costs associated with the administration of the contract including, but not limited to all supplies, postage, court filing fees, technology, travel, and all other costs necessary to collect delinquent property taxes.
11. Intervene on behalf of Hays County in all delinquent tax suits filed by other taxing entities involving property within the boundaries of the county, on which County taxes are outstanding.
12. The Firm will assist the County with collection of the following:
 - Special Inventory Delinquent Penalties (commonly referred to as Vehicle Inventory Tax), upon request.
 - Property Assessed Clean Energy (P.A.C.E.) assessments.
 - Texas Alcoholic Beverage Commission (TABC) County portion fees, upon request.
13. The Firm shall sell all properties seized or ordered sold pursuant to foreclosure of a tax lien in accordance with the State Property Tax Code Sec. 34.01, 34.02, 34.03 and 34.04.
 - All properties struck off under the County's name or any other taxing jurisdiction that the County collects for shall be re-sold in accordance with State Property Tax Code, Sec. 34.05 and Sec. 34.06 at no additional cost to the County. If property is unable to be sold, the Firm shall provide explanation as to the reason why the property is unable to be sold.
 - Manage the County's surplus property resale program by maintaining listings of available properties on website. Prepare all necessary closing documents in relation to sale of surplus properties.
14. The Firm shall establish a Delinquent Tax Collection Law Office in Hays County with a local representative as a liaison accountable to the County Tax Collector's Office within thirty (30) days after the delinquent tax collection contract is signed.
 - Hays County has office space available within the Hays County Government Center Tax Assessor/Collector Office, which the Firm may choose to use for a monthly reimbursement cost of \$2,500, payable to Hays County.

- The Firm will also be responsible for paying for the phone and internet service, payable to Hays County.

D. Hays County Responsibilities

- Hays County shall employ a firm to enforce by suit or tax warrants for the collection of all delinquent tax, penalty, and interest owing to Hays County and any other taxing jurisdiction the County Tax Assessor-Collector's office collects for now and in the future.
- Hays County shall furnish all necessary delinquent tax information to the Contractor on all property within the boundaries of Hays County.
 - The Contractor shall determine the name identity and location of necessary parties and procure necessary descriptions of property and recover the costs of obtaining such information.
- Hays County agrees to pay the Contractor up to the statutory amount permitted not to exceed 20%, per Texas Property Tax Code Section 6.30 (c) collected and remitted from the taxpayer to the Contractor.
 - The County has previously adopted and does hereby reaffirm the adoption of the additional penalty provided by Sections 33.07, 33.08 and 33.11 of the Texas Property Tax Code. The penalty imposed pursuant to Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code is not subject to the contractual fee.
- The additional collection penalty imposed up to 20% is collected at the time of payment from the taxpayer and remitted to the tax attorney.
- Hays County shall provide a website and post tax sale property listings for the benefit of the public and provide internet accessible property tax sale and resale information over the Internet. This information is identified as the Sheriff's Sale.

E. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- Contractor shall have at least five (5) years' experience in collection fees and/or taxes for governmental entities.
- Licensed by the State Bar of Texas as a licensed attorney to perform legal services and possess a satisfactory record of integrity and ethics.
- The responding individual or business must be registered in the State of Texas to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contract.
- Possess the resources and personnel necessary to provide an efficient and successful solution.
- Provide the most economical solution to completely satisfy the objectives laid out in the Scope of Work.
- Be familiar with the local conditions and requirements under which these services must be provided.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company for municipalities of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule

- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

F. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed twenty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
 - Collection History: Submit the firm's experience by providing the collection data for at least three (3) taxing entities with similar levy size of Hays County under contract.
 - Identify whether or not your firm has had any contracts terminated due to non-performance within the last five (5) years.
 - Identify whether or not your firm has had any adverse actions sanctioned by any regulatory authorities within the last five (5) years.
 - Identify whether or not your firm has had any cybersecurity incidents involving your firm within the last three (3) years.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.

- Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
 - Describe the capacity to perform the Scope of Work activities.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services. At a minimum include the following:
 - Summary of proposed collection activities such as: collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, payment options, etc.
 - An example of title research documentation and describe efforts.
 - Detailed payment processing services.
 - Proposed methodology for: Addressing customers' questions and issues, and non-English speaking customer.
 - Proposed method of communication between firm and County Staff.
 - How your firm proposes to establish and manage information flow.
 - A statement identifying who is liable for mistakes and lawsuits that may ensure.
 - Implementation Schedule: description of your firm's implementation plan and schedule for integrating the proposed collection program into current procedures.
 - Clearly define the County's participation and responsibilities outside of section III. Specifications, D. Hays County Responsibilities.
 - Describe the proposed software application your firm will use and how it will interface with the existing County software, as described in the Scope of Work.
 - Provide evidence of ability to maintain records of placements, collections, recovery and producing reports, and billing for an unlimited number of clients and debtors and describe backup capabilities.
 - Provide examples of forms, invoices, billing statements, monthly reports and other documentation used or required in the collection process.
 - Provide supplemental information or materials that would be beneficial to the decision process.
 - Provide descriptions and details of any comprehensive services offered beyond delinquent tax collections that may be beneficial for the County to consider.
 - Optional: provide applicable analysis, reports, or interpretation of Hays County's Delinquent Tax Roll.
- **Proposed Commission Rate (Tax Attorney)**
 - Tax Attorney – Proposed percentage compensation not to exceed 20%, as per Texas Property Tax Code Section 6.30(c).
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

G. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. **Experience of the Company** **45 points**
Local tax collection experience, including legal personnel, support personnel, collection experience, and demonstrated results.
2. **Capacity to Perform** **45 points**
Local capability of the firm in the areas collection process, tax sale experience, the spectrum of services to be offered to prospective clients and data processing capabilities, as well as any comprehensive services beyond delinquent tax collections. Demonstrated ability to handle complex delinquent tax litigation and comprehensive bankruptcy services.
3. **Proposed Commission Rate** **10 points**
Proposed percentage compensation not to exceed 20%, as per Texas Property Tax Code Section 6.30(c).

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

H. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

I. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

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

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

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

32. MODIFICATIONS:

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

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

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

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

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
<hr/> Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
<hr/> Excess Liability:	
Umbrella Form	Not Required
<hr/> Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title
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Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

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

Hays Employee/Former Hays Employee Name	Title
-----------------------------------------	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

Agenda Item:

Authorize a budget amendment for the transfer of \$1,700.00 to continuing education funds within the Development Services operating budget and amend the budget accordingly. **BECERRA/PACHECO**

Summary:

The Development Services department is requesting an amendment within the operating budget from the contract services general ledger to the continuing education general ledger to be used for any upcoming continuing educational needs for staff for the remainder of FY 2023.

Fiscal Impact:

Amount Requested: \$1,700

Line Item Number: 001-657-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments:N/A

\$1,700 - Increase Continuing Education 001-657-00.5551

(\$1,700) - Decrease Contract Services 001-657-00.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

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

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Judge Sandra Bryant

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Justice of the Peace Pct. 5 Office to purchase one new Executive Desk for the Elected Official; accept proposal from Sullivan Contracting for Courtroom bench platform improvements; authorize a purchasing waiver to utilize Total Security Solutions to add bulletproof glass for the Administration Area and amend the budget accordingly.

COHEN/SMITH/BRYANT

Summary:

The newly elected Justice of the Peace would like to purchase one new executive desk for her office space as well as complete safety improvements to the building. Improvements include adding bulletproof glass in the administration area to secure the visitor entrance from the administrative staff, and to raise the Judge's bench platform in the courtroom for additional safety measures. The Total Security Solutions proposal requires a 50% down payment due to the custom materials ordered, with the remaining due upon shipment. Additionally, a purchasing waiver is requested to exempt the bulletproof glass project from the three quote requirement. This vendor provided the same product for the Constable in the Pct. 5 Building and was the cheapest vendor quoted. Maintenance would like to ensure the materials are matched for both offices.

Fiscal Impact:

Amount Requested: \$20,841.18

Line Item Number: 001-630-00.5711_400

110-630-00.5741/.5741_400

Budget Office:

Source of Funds: General Fund & JP Building Security Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,782 - Increase JP5 Office Equipment_Operating 001-630-00.5711_400 (JP Desk)

(\$1,000) - Decrease JP5 Time Payment Expense 001-630-00.5325

(\$3,782) - Decrease TBD (County-Wide Contingencies 001-645-00.5399)

\$17,944 - Increase Misc. Capital Improvements 110-630-00.5741 (Bulletproof Glass)

\$2,898 - Increase Misc. Capital Improvements_Operating 110-630-00.5741_400 (JP Bench improvements)

(\$20,842) - Decrease General Supplies 110-000-00.5201

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Choice Partners Contract #21/039MR-14, Omnia Contract #R191811, and requires a purchasing waiver to the 3 quote requirement for the bulletproof glass project.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Total Security Solutions Quote

Sullivan Contracting Quote

Tangram Furniture Quote

PROPOSAL NUMBER: 00032088

PROJECT: Hays County Constable Level 3 Transaction WindowsDATE: May 5, 2023 EXPIRES: Jun 26, 2023

Page 1 of 5

PROJECT PROPOSAL: Hays County JP-5 Level 3 Transaction Windows

Company:	Hays County Justice of the Peace Office, Precinct 5		
Attention:	Chris Deichmann		
Quote Name:	Hays County Constable Level 3 Transaction Windows		
Quote Street:	712 S Stagecoach Trail Suite 1071	Ship to Street:	712 S Stagecoach Trail Suite 1071
Quote City:	San Marcos	Ship to City:	San Marcos
Quote State:	TX	Ship to State:	TX
Quote Zip:	78666	Ship to Zip:	78666

OUR PROVEN PROCESS



OUR GUIDING PRICIPLES

Customer Service – We deliver an outstanding customer experience on every project.

Customization – We solve security problems and provide innovative, customized solutions.

Speed – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Tony DiPonio

Sales Representative

T: (714) 357-5475

E: tdiponio@tssbulletproof.com

Amanda Wellman

Sales Coordinator

T : 517-223-7807 Ext. 220

E: awellman@tssbulletproof.com

PROPOSAL NUMBER: 00032088

PROJECT: Hays County Constable Level 3 Transaction WindowsDATE: May 5, 2023 EXPIRES: Jun 26, 2023

Page 2 of 5

SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Furnish and install:

Two Speak Hole and Backer Transaction Window

Furnish UL 752 tested & rated Level 3 LP 1250 BR (laminated polycarbonate/acrylic 1-1/4" thick) transaction window fabricated a clear satin anodized TSS-BL1.75 frame.

Unit Sizes: 2 @ 51 3/4" x 49 1/2"

Features:

Furnish (2) 6" speak hole with 10" backer for voice transmission

Furnish (2) Stainless steel recessed tray with bullet trap: 16" x 10" x 1-3/4"

Furnish (2) Black plastic laminate countertop: 51 3/4" x 18" x 1-1/2"

Level 3 bullet resistant fiberglass.

Two (2) 4-0 x 8-0 sheets.

Notes:

Submittal drawings and product sheets included.

Field measure is included

Installation is included.

PROPOSAL NUMBER: 00032088

PROJECT: Hays County Constable Level 3 Transaction WindowsDATE: May 5, 2023 EXPIRES: Jun 26, 2023

PROPOSAL SUMMARY

Acknowledgment of acceptance **on Customer Acceptance Form** means that prices, specification and conditions listed are satisfactory and hereby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

Sub Total:	\$17,944.00
Tax 0%:	\$0.00
Total Due:	\$17,944.00
Payment Terms:	50% Down/Bal. due prior to ship

ALTERNATES / OPTIONS

ITEM		PRICE:	ACCEPTED
1.)			
2.)			

QUALIFICATIONS AND EXCLUSIONS

1.	Structural calculations not included.
2.	Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
3.	Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
4.	Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
5.	Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
6.	30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
7.	Total Security Solutions will not pay for liquidated damages for failure to meet customer's delivery or construction schedules.
8.	In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
9.	Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.

PROPOSAL NUMBER: 00032088

PROJECT: Hays County Constable Level 3 Transaction WindowsDATE: May 5, 2023 EXPIRES: Jun 26, 2023

Page 4 of 5

CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that his or her company or organization is of sound financial standing so has to accommodate specifically the payment terms herein expressed.

* Signature: _____

* Printed Name: _____

Title: _____

Company: Hays County Constable's Office, Precinct 5Date: May 5, 2023Contact Phone: (512) 554-9261Contact Email: chris.deichmann@co.hays.tx.usPurchase Order Number: _____ SUM: \$17,944.00Tax Exempt? YES / NO **(If yes, attach copy of Tax-Exempt Certificate)**PAYMENT TERMS: 50% Down/Bal. due prior to ship

AP Name: _____

AP Phone: _____

AP Email: _____

Invoice Address: 712 S Stagecoach Trail Suite 1071 **(PLEASE CONFIRM)**San Marcos, TX 78666_____
(IF INCORRECT)

Signature on this quotation or issuance of a purchase order or other writing expressing an intention to purchase the services/equipment that is the subject of this quote reflects acceptance of the attached Terms and Conditions.

* Required Field

PROPOSAL NUMBER: 00032088

PROJECT: Hays County Constable Level 3 Transaction WindowsDATE: May 5, 2023 EXPIRES: Jun 26, 2023

SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- A. PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- B. ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
- C. CANCELLATIONS:** Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$250.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special-order material.
- D. PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
- E. CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. A convenience fee of 3.99% is applied to credit card payments and is due at time of payment.
- F. CHECKS:** Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
- G. QUOTATIONS:** All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
- H. INTERNATIONAL ORDERS:** TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- I. TAXES:** Taxes are additional. TSS collects taxes on orders from customers in AL, AZ, CA, CT, FL, GA, IL, IN, MD, MI, MS, NC, ND, NJ, NV, NY, PA, SC, TN, TX, VA, and WA. If you are tax exempt in these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
- J. SHIPPING:** All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
- K. SHIPPING CLAIMS:** The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
- L. SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- M. RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important – Items shipped without an RMA number will not be considered for credit.
- N. MANUFACTURERS WARRANTY:** TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.



Quote: 1623107 / Date: 5/15/2023
Project Number: 1623107

Customer

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

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

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

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: HC - Courtroom Bench Reno - CP

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

Project Description:

- Remove and set aside wooded podium and platform
- Installation of wooden decking used for height adjustment
- Re-install platform and secure to top of wooden decking
- Installation of cove base to outer edge of platform
- Re-installation of wooden podium
- Clean area of debris caused 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

CostWorks Base	\$3,408.45
85% Coeff	\$2,897.18
Owner Contingency	\$0.00
Bond	\$0.00



Quote: 1623107 / Date: 5/15/2023
Project Number: 1623107

Summary

Subtotal	\$ 2,897.18
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\$ 2,897.18

Accepted By

Date

.....



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 5506

Quote Date 04/05/23

mm/dd/yy

Customer HAY701

Terms CPO#/NET 30 DAYS

Account Representative Alyssa Belluzzi

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quote To

Accounts Payable
Hays County
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Ship To

Accounts Payable
Hays County
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Phone +1 (512) 393-2283
accountspayable@co.hays.tx.us

Phone +1 (512) 393-2283
accountspayable@co.hays.tx.us

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

NATIONAL OMNIA Contract # R191811

This quote is valid for 30 days.

All product is made to order. No changes or cancellations after order placement. No returns.

As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues, challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:

Alyssa Belluzzi
Sales
abelluzzi@tangraminteriors.com
+1 (562) 365-5000

Description	Quantity	Unit Price	Extended Price
1 31N2166CRFW2 - ARROWOOD,21DX66W,CREDENZA,RIGHT, FULL PED,FF,WOOD GROMMET: X: NO GROMMET LOCK: KRB: RANDOM CORE,INSTALLED,BLACK FINISH:	1	1,296.45	1,296.45

Accepted by _____ Title _____ Date _____



9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

Quotation 5506

Page 2 / 2 (cont'd)

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
1 MH: MOCHA KIMBALLOFF			
2 31N3672DULFW - ARROWOOD,36DX72W,DESK,U-SHAPE W/MOD, LEFT,NO SUPPORT,WOOD FINISH: MH: MOCHA KIMBALLOFF	1	1,695.60	1,695.60
3 31N6636HBHW - ARROWOOD,66WX36H,HIGHBACK ORGANIZER, LAM TOP LOCK: KRB: RANDOM CORE,INSTALLED,BLACK FINISH: MH: MOCHA KIMBALLOFF	1	1,330.65	1,330.65
4 Q31N2445BEFWCW - ARROWOOD,24DX45W,BRIDGE,WOOD,CORDOVAN KIMBALLOFF	1	330.30	330.30
5 NAC0428SFRNB - SUPPORT BASE,4WX28H,ROUND WIRE MGMT CUTOUT: X: NO CUTOUT PAINT COLOR: 462: CINDER KIMBALLOFF	1	128.25	128.25

Quotation Totals

Sub Total 4,781.25

Grand Total 4,781.25

End of Quotation

Accepted by _____ Title _____ Date _____



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Department of State Health Services FY24 Immunizations-Locals (IMM/LOCALS) Grant Program in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**

Summary:

Grant funds from the Department of State Health Services (DSHS) Immunizations-Locals (IMM/LOCALS) grant program helps pay for a portion of the salary and fringe benefits of 5 Local Health Department employees including the Clinic Manager, two ImmTrac Specialists, one Epidemiologist, and one TVFC/Immunizations Specialist as well as medical supplies for the day-to-day operations of the Local Health Department. This contract runs for one year beginning 9/1/2023 through 8/30/2024 and there is no match required.

Contract Period: 9/1/2023

Contract Number: HHS001331300023

r

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-018]

Budget Office:

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Revenue budgeted during the annual budget process.

Comments:

Attachments

IMM/LOCALS Contract

FY24 IMMLOCALS Budget

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001331300023
UNDER THE
IMMUNIZATION LOCALS GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”), a pass-through entity, and **HAYS COUNTY HEALTH DEPARTMENT** (“Grantee”), having its principal office at 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Sections 317, 317(k)(2) of the Public Health Service Act (42 USC Sections 247b, 247b(k)(2) and 247c), as amended. This Contract is authorized by and in compliance with 42 USC 247b; 42 USC 243; 42 USC 300aa-3, 300aa-25, and 300aa-26; 42 USC 1396s; Chapter 791 of the Texas Government Code; and Chapters 12, 81, 161 and 1001 of the Texas Health and Safety Code.

III. DURATION

This Grant Agreement is effective on September 1, 2023, and expires on August 31, 2024, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Grant Agreement for up to four (4) additional one-year terms for a maximum term of five (5) years.

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, STATEMENT OF WORK**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **\$192,341.00**. Grantee is not required to provide matching funds.

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

Total Federal Funds: \$85,579.00

Total State Funds: \$106,762.00

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

VI. REPORTING REQUIREMENTS

Grantee shall submit reports in accordance with the requirements specified in **ATTACHMENT A, STATEMENT OF WORK**.

VII. 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

Amie Creighton
Department of State Health Services
P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
cms_covidimm@dshs.texas.gov

Grantee

Ruben Becerra
Hays County Health Department
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
judge.becerra@co.hays.tx.us

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement 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
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751
Attn: Office of Chief Counsel

With a copy to:

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

- 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.

IX. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: E4HPZS7A5XJ1

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

Federal Award Identification Number (FAIN): NH23IP922616

- A. Assistance Listings Title: Immunization Cooperative Agreements
- B. Assistance Listing Number: 93.268
- C. Assistance Listing Dollar Amount: \$23,869,537.00
- D. Federal Award Date: 07/01/2022
- E. Federal Award Period: 07/01/2019 – 06/30/2024
- F. Name of Federal Awarding Agency: Centers for Disease Control and Prevention, Office of Financial Resources
- G. Federal Award Project Description: CDC-RFA-IP19-1901, Immunization and Vaccines for Children
- H. Awarding Official Contact Information:
 - Name: Kathy Raible, GMS
 - Email: kcr8@cdc.gov
 - Phone: 770-488-2045
- I. Total Amount of Federal Funds Awarded to System Agency: \$23,869,537.00
- J. Amount of Funds Awarded to Grantee: \$192,341.00
- K. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

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

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – HHS CONTRACT AFFIRMATIONS v. 2.2 (MAY 2022)

**ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GRANT v. 3.2
(JULY 2022)**

**ATTACHMENT E – DATA USE AGREEMENT-TACCHO VERSION (OCTOBER 23,
2019)**

ATTACHMENT E-1 DATA USE AGREEMENT-SECURITY AND PRIVACY INQUIRY

ATTACHMENT F – ADDITIONAL PROVISIONS

ATTACHMENT G – FEDERAL ASSURANCES

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

ATTACHMENT I – DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)

ATTACHMENT J – FFATA CERTIFICATION FORM

XI. 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 is performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001331300023**

SYSTEM AGENCY

GRANTEE

Signature

Signature

Printed Name:_____

Printed Name:_____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- 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.** Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.
- D.** 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.
- E.** 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).
- F.** 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.
- G.** 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.
- H.** 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.
- I.** Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction or because of an inability to pay an administration fee.
- J.** 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).
- K.** 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.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** Submit out-of-state travel requests to the Immunization Section for approval when utilizing Contract funds or program income.

II. REPORTING REQUIREMENTS

Grantee shall:

- A. Report the number of doses administered to underinsured children monthly, as directed by DSHS.
- B. Report the number of unduplicated underinsured clients served, as directed by DSHS.
- C. 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	09/01/2023 to 11/30/2023	12/31/2023
Programmatic	12/01/2023 to 02/29/2024	03/31/2024
Programmatic	03/01/2024 to 05/31/2024	06/30/2024
Programmatic	06/01/2024 to 08/31/2024	09/30/2024

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.

- D. Submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Date
September 1, 2023 – February 29, 2024	February 29, 2024
March 1, 2024 - August 31, 2024	September 31, 2024

- E. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager and fsoequip@dshs.texas.gov by email not later than October 15 of each year. 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.
- F. Provide written notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:

1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.
3. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.

III. RULES

Grantee shall:

- A. Provide services in accordance with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including, but not limited to, the following:
 1. 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.
 2. DSHS Immunization updated guidance according to the *FY2024 Contractors Guide*, located at:
<https://www.dshs.texas.gov/immunize/Responsible-Entities/Contract-Management/>.
 3. Texas Health and Safety Code § 1001.089 and maintain the confidentiality of any public health data obtained through provision of essential public health services as those services are defined in Texas Health and Safety Code §121.002.
 4. Those terms and conditions set forth in **ATTACHMENT E, DATA USE AGREEMENT**.

IV. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A** and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following

the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment. 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 DSHS Contract Representative identified in the Signature Document.

- A.** 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. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT B

BUDGET

Organization Name: Hays County Health Department

Program ID: IMM/LOCALS

Contract Number: HS001331300023

Budget Category	Budget Period 9/1/2023-8/31/2024	Category Total
Personnel	\$134,654.00	\$134,654.00
Fringe Benefits	\$56,097.00	\$56,097.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$1,590.00	\$1,590.00
Contractual	\$0.00	\$0.00
Other	\$0.00	\$0.00
Total Direct Charges	\$192,341.00	\$192,341.00
Indirect Charges	\$0.00	\$0.00
Total	\$192,341.00	\$192,341.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001331300023
Attachment C 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:

Legal Name of Contractor

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

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

Signature of Authorized Representative

Date Signed

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)



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.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	6
1.1 DEFINITIONS	6
1.2 INTERPRETIVE PROVISIONS.....	7
ARTICLE II. PAYMENT PROVISIONS	8
2.1 PROMPT PAYMENT.....	8
2.2 TAXES	8
2.3 ANCILLARY AND TRAVEL EXPENSES	9
2.4 BILLING	9
2.5 USE OF FUNDS	9
2.6 USE FOR MATCH PROHIBITED.....	9
2.7 PROGRAM INCOME	9
2.8 NONSUPPLANTING.....	9
2.9 INDIRECT COST RATES	10
ARTICLE III. STATE AND FEDERAL FUNDING	10
3.1 EXCESS OBLIGATIONS PROHIBITED.....	10
3.2 NO DEBT AGAINST THE STATE.....	10
3.3 DEBTS AND DELINQUENCIES	10
3.4 REFUNDS AND OVERPAYMENTS	10
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS	11
4.1 ALLOWABLE COSTS	11
4.2 AUDITS AND FINANCIAL STATEMENTS.....	11
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS	12
ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS.....	12
5.1 WARRANTY	12
5.2 GENERAL AFFIRMATIONS.....	13
5.3 FEDERAL ASSURANCES	13
5.4 FEDERAL CERTIFICATIONS	13
5.5 STATE ASSURANCES.....	13

ARTICLE VI. INTELLECTUAL PROPERTY	13
6.1 OWNERSHIP OF WORK PRODUCT.....	13
6.2 GRANTEE’S PRE-EXISTING WORKS	14
6.3 THIRD PARTY IP	14
6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS	14
6.5 DELIVERY UPON TERMINATION OR EXPIRATION	15
6.6 SURVIVAL	15
6.7 SYSTEM AGENCY DATA	15
ARTICLE VII. PROPERTY	15
7.1 USE OF STATE PROPERTY	15
7.2 DAMAGE TO STATE PROPERTY	16
7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT	16
7.4 EQUIPMENT AND PROPERTY.....	16
ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY.....	17
8.1 RECORD MAINTENANCE AND RETENTION.....	17
8.2 AGENCY’S RIGHT TO AUDIT.....	17
8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	18
8.4 STATE AUDITOR’S RIGHT TO AUDIT	18
8.5 CONFIDENTIALITY	18
ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES.....	19
9.1 REMEDIES.....	19
9.2 TERMINATION FOR CONVENIENCE	19
9.3 TERMINATION FOR CAUSE	19
9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY’S TERMINATION COSTS....	20
9.5 INHERENTLY RELIGIOUS ACTIVITIES	20
9.6 POLITICAL ACTIVITIES.....	20
ARTICLE X. INDEMNITY.....	21
10.1 GENERAL INDEMNITY.....	21
10.2 INTELLECTUAL PROPERTY	21
10.3 ADDITIONAL INDEMNITY PROVISIONS	22
ARTICLE XI. GENERAL PROVISIONS	22
11.1 AMENDMENTS	22
11.2 NO QUANTITY GUARANTEES.....	22

11.3	CHILD ABUSE REPORTING REQUIREMENTS	22
11.4	CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS	23
11.5	INSURANCE AND BONDS	23
11.6	LIMITATION ON AUTHORITY	23
11.7	CHANGE IN LAWS AND COMPLIANCE WITH LAWS	24
11.8	SUBCONTRACTORS.....	24
11.9	PERMITTING AND LICENSURE	24
11.10	INDEPENDENT CONTRACTOR	24
11.11	GOVERNING LAW AND VENUE	25
11.12	SEVERABILITY.....	25
11.13	SURVIVABILITY	25
11.14	FORCE MAJEURE	25
11.15	NO IMPLIED WAIVER OF PROVISIONS	26
11.16	FUNDING DISCLAIMERS AND LABELING	26
11.17	MEDIA RELEASES	26
11.18	PROHIBITION ON NON-COMPETE RESTRICTIONS	26
11.19	SOVEREIGN IMMUNITY	26
11.20	ENTIRE CONTRACT AND MODIFICATION.....	27
11.21	COUNTERPARTS	27
11.22	PROPER AUTHORITY.....	27
11.23	E-VERIFY PROGRAM	27
11.24	CIVIL RIGHTS.....	27
11.25	ENTERPRISE INFORMATION MANAGEMENT STANDARDS	28
11.26	DISCLOSURE OF LITIGATION.....	28
11.27	NO THIRD PARTY BENEFICIARIES	29
11.28	BINDING EFFECT.....	29

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 may be 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 E**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

HHS Data Use Agreement

TACCHO VERSION (Local City and County Entities) October 23, 2019

Page 2 of 15

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 HHSC 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
Health and Human
Services

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 checked="" type="radio"/> Yes <input type="radio"/> No																								
2. Entity or Applicant/Bidder Legal Name	Legal Name: Hays County Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 2241 Procurement/Contract#: HHS000436300015 Address: 712 S. Stagecoach Trail City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-5520 Email Address: hayslocalhealth@co.hays.tx.us																								
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: 11																								
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0																								
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="0"> <tr> <td colspan="2">A. Security Official:</td> </tr> <tr> <td>Legal Name: Jeff McGill</td> <td></td> </tr> <tr> <td>Address: 712 S. Stagecoach Trail</td> <td></td> </tr> <tr> <td>City: San Marcos State: TX</td> <td>ZIP: 78666</td> </tr> <tr> <td>Telephone #: (512) 393-2841</td> <td></td> </tr> <tr> <td>Email Address: jmcgill@co.hays.tx.us</td> <td></td> </tr> <tr> <td colspan="2">B. Privacy Official:</td> </tr> <tr> <td>Legal Name: Jeff McGill</td> <td></td> </tr> <tr> <td>Address: 712 S. Stagecoach Trail</td> <td></td> </tr> <tr> <td>City: San Marcos State: TX</td> <td>ZIP: 78666</td> </tr> <tr> <td>Telephone #: (512) 393-2841</td> <td></td> </tr> <tr> <td>Email Address:</td> <td>jmcgill@co.hays.tx.us</td> </tr> </table>	A. Security Official:		Legal Name: Jeff McGill		Address: 712 S. Stagecoach Trail		City: San Marcos State: TX	ZIP: 78666	Telephone #: (512) 393-2841		Email Address: jmcgill@co.hays.tx.us		B. Privacy Official:		Legal Name: Jeff McGill		Address: 712 S. Stagecoach Trail		City: San Marcos State: TX	ZIP: 78666	Telephone #: (512) 393-2841		Email Address:	jmcgill@co.hays.tx.us
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City: San Marcos State: TX	ZIP: 78666																								
Telephone #: (512) 393-2841																									
Email Address:	jmcgill@co.hays.tx.us																								

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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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 checked="checked" 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> <p><input type="checkbox"/></p>
<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:</i> http://csrc.nist.gov/publications/fips</p>	<p><input checked="" 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>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 checked="" 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>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 checked="" 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>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 checked="" 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>

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?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
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?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
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). <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> <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
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.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
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.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<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>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<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>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Hays County does not store information on end-user devices, therefore the devices are not encrypted.</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>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<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>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<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>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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

Simone Corprew

Digitally signed by Simone Corprew
Date: 2023.03.29 13:23:01 -05'00'**3. Title**

Grant Writer

4. Date:

3/29/23

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):

Department of State Health Services/Immunizations

Legal Entity Tax Identification Number (TIN) (Last four Only):

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PO/Contract(s) #:

HHS001331300023

Contract Manager:

Amie Creighton

Contract Manager Email Address:

amie.creighton@dshs.texas.gov

Contract Manager Telephone #:

(512) 776-3638

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

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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

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.msrc.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 F



TEXAS

Health and Human Services

**Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021**

TABLE OF CONTENTS

1. ELECTRICAL ITEMS	3
2. DISASTER SERVICES.....	3
3. NOTICE OF A LICENSE ACTION.....	3
4. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY.....	4
5. THIRD PARTY PAYORS	4
6. MEDICAL RECORDS RETENTION.....	4
7. INTERIM EXTENSION AMENDMENT	5
8. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS.....	5
9. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION.....	5
10. NOTICE OF BANKRUPTCY	6
11. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL.....	6
12. BYRD ANTI-LOBBYING AMENDMENT	6
13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.....	6
14. COMPLIANCE WITH LAWS, RULES, AND REQUIREMENTS.....	6
15. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW	7
16. EXCLUDED PARTIES.....	7
17. NO CONFLICTS OF INTEREST (FEDERAL).....	8
18. OPEN MEETINGS.....	8
19. RECORDS RETENTION (FEDERAL)	8

ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Agreement/ Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in **HHS UNIFORM TERMS AND CONDITIONS, ATTACHMENT D.**

1. ELECTRICAL ITEMS

All electrical items purchased under this Grant Agreement/Contract 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. NOTICE OF A LICENSE ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor's license to provide services under this Grant Agreement/Contract 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. Date of the license action; and
- iv. License or case reference number.

4. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- A. Grantee/Contractor 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/Contractor 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/Contractor 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.

5. THIRD PARTY PAYORS

- A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
- B. As applicable, the Grantee/Contractor shall:
 - i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract that may be covered by those programs and bill those programs for the covered services;
 - ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
 - iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
 - iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
 - v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
 - vi. Bill all third party payors for services provided under this Grant Agreement/Contract before submitting any request for reimbursement to System Agency; and
 - vii. Provide third party billing functions at no cost to the client.

6. MEDICAL RECORDS RETENTION

Grantee/Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

7. INTERIM EXTENSION AMENDMENT

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor 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/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract 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.

8. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract 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/Contractor 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.

9. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor 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.

10. NOTICE OF BANKRUPTCY

Grantee/Contractor 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/Contractor.

11. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee/Contractor shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee/Contractor's Contact Person or Key Personnel.

12. 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.

13. 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).

14. 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.

15. 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. Grantee must disclose, in a timely manner in writing to System Agency and the Health and Human Services Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the Centers for Disease Control and to the Health and Human Services Office of Inspector General at the following addresses:

CDC, Office of Grants Services
Kathy Raible, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 1
2939 Flowers Road, MS-TV2
Atlanta, GA 30341
Email: kcr8@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line” or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make the required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR Parts 180 and 376, and 31 U.S.C. 3321).

16. 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.

17. 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.

18. 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.

19. 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.

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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 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

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**

[REDACTED]

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: [REDACTED] * First Name: [REDACTED] Middle Name: [REDACTED]

* Last Name: [REDACTED] Suffix: [REDACTED]

* Title: [REDACTED]

*** SIGNATURE:** [REDACTED]

*** DATE:** [REDACTED]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="width: 100%;" type="text"/> * Street 1 <input style="width: 40%;" type="text"/> Street 2 <input style="width: 40%;" type="text"/> * City <input style="width: 20%;" type="text"/> State <input style="width: 30%;" type="text"/> Zip <input style="width: 10%;" type="text"/> Congressional District, if known: <input style="width: 20%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input style="width: 100%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 20%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 50%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 30%;" type="text"/> Street 2 <input style="width: 30%;" type="text"/> * City <input style="width: 20%;" type="text"/> State <input style="width: 20%;" type="text"/> Zip <input style="width: 10%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 30%;" type="text"/> Street 2 <input style="width: 30%;" type="text"/> * City <input style="width: 20%;" type="text"/> State <input style="width: 20%;" type="text"/> Zip <input style="width: 10%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input style="width: 100%;" type="text"/> *Name: Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 20%;" type="text"/> Middle Name <input style="width: 20%;" type="text"/> * Last Name <input style="width: 30%;" type="text"/> Suffix <input style="width: 10%;" type="text"/> Title: <input style="width: 20%;" type="text"/> Telephone No.: <input style="width: 20%;" type="text"/> Date: <input style="width: 20%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



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:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:	Signature of Authorized Representative
Title of Authorized Representative	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?

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:

Certificate Of Completion

Envelope Id: FA4E1C98016345609208EFEF78AD1C10

Status: Sent

Subject: Please DocuSign: HHS001331300023 - Hays County - FY24 IMM/Locals

Source Envelope:

Document Pages: 100

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.11

Record Tracking

Status: Original

5/17/2023 6:18:16 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

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

Judge Ruben Becerra

judge.becerra@co.hays.tx.us

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

Accepted: 5/15/2023 11:08:58 AM

ID: db09cf3c-4851-4cd6-8a75-bbf70d95ce8c

Sent: 5/18/2023 11:05:02 AM

Susana Garcia

susana.garcia@dshs.texas.gov

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

Accepted: 5/18/2023 12:35:40 PM

ID: d2709171-2714-47ce-93fc-0e856c8470d5

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

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

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

Imelda M. Garcia

imeldam.garcia@dshs.texas.gov

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

Accepted: 7/6/2021 8:08:45 AM

ID: 1a6909aa-b026-45a9-be9f-4240c2e32ff9

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

Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Amie Creighton Amie.Creighton@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/18/2023 11:05:01 AM Viewed: 5/18/2023 2:00:52 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/18/2023 11:05:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

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

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

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.

FORM I: 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 Sources (5)	Other Funds (6)
A. Personnel	\$134,654	\$134,654	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$56,097	\$56,097	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$1,590	\$1,590	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$192,341	\$192,341	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$192,341	\$192,341	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

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

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$134,654	\$134,654	Fringe Benefits	\$56,097	\$56,097
	Travel	\$0	\$0	Equipment	\$0	\$0
	Supplies	\$1,590	\$1,590	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$192,341	Budget Total	\$192,341
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Margie Rodriguez - Local Health Department Manager = E	N	Program planning & evaluation, Vaccine Management VFC OPS, Education, Information, Training & Collaborations, Population Assessment	0.51	N/A	\$6,877	12	\$42,087
Amelia Flores - TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.52	N/A	\$4,206.40	12	\$26,248
Josie Gonzales - ImmTrac Specialist = E	N	Identification, outreach, education, data entry, and follow-up for ImmTrac data. Resolves questionable matches in ImmTrac. Promote data registry and completeness.	0.50	N/A	\$4,061.00	12	\$24,366
Elsira Deleon - ImmTrac Specialist = E	N	Identification, outreach, education, data entry, and follow-up for ImmTrac data. Resolves questionable matches in ImmTrac. Promote data registry and completeness.	0.48	N/A	\$3,517.00	12	\$20,258
Juli Barksdale - Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.41	N/A	\$4,412.10	12	\$21,695
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
SalaryWage Total							\$134,654

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = \$134654 x .062 = \$7827
 MEDICARE = \$134654 x .0145 = \$1831

Revised: 7/6/2009

RETIREMENT = \$134654 x .1351 = \$17056

MEDICAL, DENTAL & LIFE INSURANCE = \$11,800.56 x 2.511 FTE = \$29383

	Fringe Benefit Rate %	41.66%
	Fringe Benefits Total	\$56,097

FORM I-2: 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	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0
 Revised 7/6/2009

Other / Local Travel Costs

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

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

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

FORM I-3: EQUIPMENT 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. See attached example for equipment definition and detailed instructions to complete this form.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Including CONTROLLED ASSETS 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.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Medical Supplies - Needles, syringes, gloves, alcohol wipes, band-aids, cotton balls, etc.	General medical supplies to run the immunization program: Needles 5 boxes of 100 \$80 per box. Syringes 5 boxes of 100 \$60 per box. Gloves 10 boxes of 100 \$13 per box. Alcohol wipes 55 boxes of 50 \$5 per box. Band-aids 25 boxes of 100 \$13 per box. Cotton balls 20 bags of 500 \$8 per bag	\$1,590
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$1,590

FORM I-5: 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., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

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

Total Amount Requested for Other:

\$0



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute Contract Amendment 2 with CML Security, LLC. related to Electronic Security Upgrades pursuant to RFP 2022-P07, in the amount of \$7,648.59. **BECERRA/T.CRUMLEY**

Summary:

On September 20, 2022, the Hays County Commissioners Court executed a contract with CML Security, LLC. to provide electronic security upgrades to the Government Center and the Historic Courthouse as a result of RFP 2022-P07.

Countywide Operations is requesting contract amendment #2, total amount \$7,648.59, for the following work:

1. Remove the existing card reader outside the Treasurer's Office door (1094) and move to the inside lobby door - reusing existing wire and card reader.
2. Furnish and install a new card reader, mag lock, and a push button to the County Clerk Office (2006). New wire, new devices, using J hooks, no raceway being installed. Wire pull for all new devices, termination at the head end.
3. Furnish and install relays necessary to tie card reader into ADA button at elected official's gate. Engineering, programming, testing and commissioning for devices to be fully operational.

Fiscal Impact:

Amount Requested: \$7,648.59

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2022-P07 Electronic Security Upgrades

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

New Revenue Y/N?: N/A

Comments:

Attachments

Quote

(PE) Amendment 2 to Contract



CHANGE ESTIMATE #: 002

Submitted Date: 5/8/2023

Submitted By: Alfredo Ricalday

Quoted To

Company: Hays County
Attn: Chris Deichmann
Address: 712 South Stagecoach Trail
Phone:
Fax:

Project Information

Project Name: Hays County SEC Upgrades
Project Address: 712 South Stagecoach Trail
San Marcos, TX 78666

CML Project #: 212059

Documents Referenced:

Request From Chris Deichmann

Quotation Summary:

Relocate card reader, provide new card reader, mag lock and push button, add parts to tie card reader at elected officials gate to ADA push button

Inclusions:

Removing the card reader from 1094 (outside door) and installing it on 1094 (inside door). Reusing existing wire, card reader.
Furnish and install a card reader, mag lock, and a push button to the room 2006. New wire, new devices. Using J hooks, no raceway being installed.
Wire pull for all new devices, termination at the head end.
Furnish and install relays necessary to tie card reader into ADA button at elected officials gate
Engineering, programming, testing and commissioning for devices to be fully operational

Exclusions:

1. Electrical raceway systems
2. Network backbone or structured cable systems
3. Material & equipment
4. 120 VAC Power Circuits
5. Concrete Work of any Kind.
6. Hazardous Material Removal
7. Demolition
8. Trash Removal
9. Access Panels
10. Door Hardware
11. Painting
12. Security Caulking

Total (Pricing Valid for 30 Days): \$ 7,648.59

Approved By (Print Name)

Signature of Authorized Representative

Date



CHANGE ESTIMATE #: 002

Submitted Date: 5/8/2023

Submitted By: Alfredo Ricalday

LABOR INFORMATION					
Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:
Project Executive:	1	0	0.00	\$ 146.12	\$ -
Project Manager:	1	0	0.00	\$ 137.82	\$ -
Project Engineer:	1	4	4.00	\$ 107.46	\$ 429.85
Programmer:	1	8	8.00	\$ 147.34	\$ 1,178.75
Project Coordinator	1	0	0.00	\$ 68.45	\$ -
Cad / Draftsman	1	2	2.00	\$ 68.45	\$ 136.91
Project Superintendent (12% of direct install hours)	1	3.84	3.84	\$ 126.31	\$ 485.03
SEC Foreman:	1	16	16.00	\$ 94.51	\$ 1,512.18
SEC Technician:	1	16	16.00	\$ 89.73	\$ 1,435.61
SEC Apprentice:	1	0	0.00	\$ 69.86	\$ -
Electronics Shop Technician:	1	2	2.00	\$ 73.96	\$ 147.92
Total # of Workers:		16	Total Hours:	51.84	Labor Subtotal: \$ 5,326.25
				10%	Overhead & Profit: \$ 532.63
					Labor Total: \$ 5,858.88

MATERIAL INFORMATION				
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:
1200LB	1200LB SingleDoor Magnetic Lock with LED Status Indicator, Bond Sensor	1	\$ 238.99	\$ 238.99
TS-2	Request to Exit Station, 2" Green Square Push Button	1	\$ 43.99	\$ 43.99
	Wire	1	\$ 80.00	\$ 80.00
8110ABP0000	Wall Mount, HF/LF Pigtail Wiegand	1	\$ 151.25	\$ 151.25
MPSH-12	Reader Transformer - 28 Volts to 12 Volts	1	\$ 33.00	\$ 33.00
8110ABP0000	Wall Mount, HF/LF Pigtail Wiegand	1	\$ 151.25	\$ 151.25
MPSH-12	Reader Transformer - 28 Volts to 12 Volts	1	\$ 33.00	\$ 33.00
85.02.0.024.000	MINIATURE PLUG-IN TIMER - MULTI-FUNCTION (AI, DI, GI, SW), AC (50/60 HZ)/DC, 24 V, 2 POLE,	1	\$ 59.47	\$ 59.47
46.52.9.024.0074	MINIATURE INDUSTRIAL RELAY - CO (NPDT), 24 V, 2 POLE, 8 A, AGNI, DC, SPADE/BLADE	3	\$ 12.29	\$ 36.87
94.02	PCB-STYLE SOCKET FOR RELAYS 55.32 - SCREW TERMINAL (BOX CLAMP) SOCKET PANEL	1	\$ 7.02	\$ 7.02
			\$ -	\$ -
			\$ -	\$ -
			Material Subtotal:	\$ 595.85
			8.25%	Sales Tax: \$ 49.16
				Material Total: \$ 645.01

TOOLS & EQUIPMENT INFORMATION				
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:
	Small tools	1	\$ 175.77	\$ 175.77
	Consumables	1	\$ 175.77	\$ 175.77
		0	\$ -	\$ -
			Equipment Sub Total:	\$ 351.53
			8.25%	Sales Tax: \$ 29.00
				Equipment Total: \$ 380.53

SUBCONTRACTOR INFORMATION				
Quote #:	Subcontractor:	Qty:	Unit Cost:	Total:
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Subcontractor Sub Total:	\$ -
				Subcontractor Total: \$ -

SUMMARY INFORMATION				
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Labor Total:	\$ 5,858.88
Material Total:	\$ 645.01
Equipment Total:	\$ 380.53
Subcontractor Total:	\$ -
O&P	\$ 688.44
Sub Total:	\$ 7,572.86
1.00% Bond:	\$ 75.73
Grand Total:	\$ 7,648.59

**Second Amendment to the Electronic Security Upgrade
Contract
(RFP 2022-P07 Electronic Security Upgrades)**

1. This Second Amendment to the Electronic Security Upgrades Contract (the "Second Amendment"), attached as *Exhibit "A"* and executed September 20, 2022, is made this 23rd day of May 2023, by and between **Hays County, Texas ("Client")** and **CML Security, LLC. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Services, total amount \$7,648.59:

- Removing the card reader from outside the Treasurer's Office door 1094 and installing it on the inside of the office door – reusing existing wire and card reader.
- Furnish and install a card reader, mag lock, and a push button to the County Clerk Office 2006. New wire, new devices, using J hooks, no raceway being installed. Wire pull for all new devices, termination at the head end.
- Furnish and install relays necessary to tie card reader into ADA button at elected official's gate. Engineering, programming, testing and commissioning for devices to be fully operational.

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

CML SECURITY, LLC

By: _____

Printed Name: Alfredo Ricalday

Title: Project Manager

Dated: 5/17/23

ATTEST: _____

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a contract between Hays County and E-Z Bell Construction, LLC for the annual maintenance of the traffic signal on Nutty Brown Road several hundred feet south of its intersection with Hwy. 290 in Precinct 4 and amend the budget accordingly. **SMITH/BORCHERDING**

Summary:

As part of the development of the new HEB grocery store on Nutty Brown Road, HEB agreed to fund the construction of a traffic signal in county right of way at its store entrance on Nutty Brown Road, and to reimburse Hays County for the future maintenance of that signal. That agreement between Hays County and HEB was approved by the Court on February 1, 2022. The \$2,500 annual cost for the annual maintenance under this proposed contract will be subject to reimbursement by HEB.

Fiscal Impact:

Amount Requested: None

Line Item Number: 020-710-00.4630/.5411

Budget Office:

Source of Funds: HEB Funding Agreement

Budget Amendment Required Y/N?: Yes

Comments: Annual maintenance

(\$2,500) - Increase Misc. Revenue 020-710-00.4630

\$2,500 - Increase Equipment Maintenance 020-710-00.5411

Auditor's Office:

Purchasing Guidelines Followed Y/N?: HEB Funding Agreement specifies vendor

G/L Account Validated Y/N?: Yes, Misc Revenue and Equipment Maintenance and Repair Expense

New Revenue Y/N?: Yes, \$2,500

Comments:

Attachments

EZ Bell contract

Proposal

Maintenance checklist

HEB agreement

THIS AGREEMENT, made this ____ of _____ by and between E-Z Bel Construction, LLC, 203 Recoleta, San Antonio, TX 78216 (210-736-6595) hereinafter called the Contractor, and County of Hays, 712 S. Stagecoach Trail, San Marcos, TX 78666 hereinafter called the Owner.

WITNESSETH:

Section 1. CONTRACT DOCUMENTS. The Contractor agrees to furnish all supervision, and labor necessary to perform, and to perform, all work set forth in Section 2 hereof in connection with the construction of _____ for _____ hereinafter called the Owner, in accordance with the terms and provisions of the contract between the Owner and the Contractor, including all the General and Special Conditions, Drawings, Specifications and other documents forming or by reference thereto, and the Contractor agrees to be bound to the Owner.

Section 2. SCOPE OF WORK. The Contractor represents that they are capable and experienced in the type of construction herein described and agrees to perform the following to satisfactory completion the portion of work described, as per plans, specs, and requests of Owner as designated in the Prime Contract to the full satisfaction of the Owner and its supervising agents (proposal provided as substitution to previous contract verbiage — proposal and clauses to become binding exhibit as a part of said contract).

Section 3. PAYMENT. (a) The Owner agrees to pay the Contractor for the performance of this Contract, as specified herein, that of the sum of the _____ subject to additions and deductions for charges agreed upon or determined, as herein after provided. Partial payments will be made to the Contractor on a bimonthly basis in the amount equal to 100 per cent of the value, computed on the basis of the prices set forth above, of the quantity, as estimated by the Architect or Engineer, of the work performed hereunder, less the aggregate of previous payments. If the Contractor receives payment from the Owner for less than the full value of materials delivered to the site but not yet incorporated into the work, the amount due to the Contractor shall operate as approval value of materials delivered to the site, but not yet incorporated into the work, the amount due to the Contractor on account of such materials delivered to the site shall be proportionately reduced. Retainage to be held at 0 percent until Final acceptance.

(b) The Contractor shall furnish, if requested by the Owner, sworn affidavits from time to time, and upon completion, in accordance with a standard lien waiver, which shall state amounts due, to become due and amounts paid to suppliers and other parties contractually related with the Contractor with respect to labor and materials furnished or to be furnished under this contract and/or equipment rented, leased and/or furnished relative to the Contractor's work.

(c) The Contractor agrees and covenants that money received for the performance of this Contract shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this project in connection with this Contract and having the right to assert liens or other claims against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor, that any money paid to the Contractor pursuant to this Contract shall immediately become and constitute a trust fund for the benefit of said persons and firms, and shall not in any instance be diverted by Contractor to any other purpose until all obligations arising hereunder have been fully discharged and all claims arising therefrom have been fully paid. Nothing herein shall be construed as creating any third party contractual relationships by and between a supplier or Subcontractor and Owner.

(d) The Contractor agrees, as a condition precedent to payment hereunder, to furnish the Owner with such partial and/or final releases of claims and/or waivers of lien as the Owner from time to time requests.

Section 4. CHANGES. The Contractor may at any time by written order of Owners authorized representative, and without notice to the Contractor's sureties, make changes in, additions to and deletions from the work to be performed and materials to be furnished under this Contract, and the Contractor shall promptly proceed with the performance of this Contract as so changed. Any increase or decrease in the Contract, price resulting from such changes shall be agreed upon in writing by the parties hereto. Any claim for adjustment of the contract price under this Section must be made in writing within ten days from the date such changes are ordered. The Contract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the contract between the Contractor and the Owner.

Section 5. PROSECUTION OF WORK, DATE OF COMMENCEMENT, and SUBSTANTIAL COMPLETION

(a) **Time is of the essence of this Contract.** The Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Contract in a proper, efficient and workmanlike manner. The Contractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available or at such other time or times as the Owner may direct, and so as to promote the general progress of the entire

Initials _____

construction, and shall not, by delay or otherwise, interfere with or hinder the work. Any materials that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete his work within the time or times provided for herein. Upon written request by the Owner, the Contractor shall furnish to the Owner such evidence as the Owner may require relating to the Contractor's ability to fully perform this Contract in the manner and within the time specified herein. All additional costs, with regards to this contract, to be presented with supporting documentation, and to be fully justifiable.

(b) The date of commencement of this Contract shall be _____.

(c) The Contract work shall be substantially complete by _____.

Section 6. MATERIALS - (a) All material(s) delivered to, by or on account of the Contractor and intended to be incorporated into the Contract Work shall become the property of the Owner when delivered.

(b) Any and all material(s) delivered, or installed on the project, deemed to be unacceptable, unsuitable or improper by the Owner, or its designated representatives shall be removed from the project at the sole expense of the Contractor. Such designation shall be made in writing to the Contractor listing those items to be removed. Upon receipt of such written notice from Owner as to any material(s) condemned by the Owner as inferior, unsound, improper, or not conforming to the Contract, including but not limited to the general and/or special conditions, specifications, drawings, or addenda of the Contract.

(c) Take care of existing pavers to salvage for reuse.

Section 7. APPROVALS. (a) All drawings and communications of the Contractors shall be submitted for approval of the Architect or Engineer through the Owner.

Section 8. INSURANCE. (a) The Contractor shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of his employees, as required by law of an employer or to limits specified in the contract. The Contractor shall also provide and maintain in full force and effect, during the term of this Contract, insurance (including but not limited to insurance covering the operation of automobiles, trucks and other vehicles), protecting the Subcontractor, the Owner and the Contractor against liability from damages because of injuries, including death suffered by persons other than employees of the Subcontractor and liability from damages to property, arising from and growing out of the Contractor's operations in connection with the performance of this Contract.

(b) Such insurance covering personal injuries or death shall be in the sum of not less than \$1,000,000 for one person and not less than \$1,000,000 for a single accident, and the insurance covering damage to property shall be in the sum of at least \$1,000,000 for one accident and \$1,000,000 aggregate, or as required by the terms of the general contract should these requirements be greater. Such insurance shall also include contractual liability and waiver of subrogation provision. Written proof satisfactory to the Contractor and the Owner of compliance with the requirements of this section shall be furnished to the Contractor and the Owner before any work is performed under this Contract. Such proof of insurance shall provide for ten (10) days written notice to the Contractor and the Owner prior to the cancellation or modification of any insurance referred to therein.

Section 9. THIRD PARTY. The parties hereto do not intend by any provision hereof to create any third party beneficiaries, nor to confer any benefit upon or enforceable right hereunder or otherwise upon anyone other than the parties hereto.

Section 10. CLAIMS FOR PAYMENT Any decision concerning the work or materials, the intentment or application of the Contract or claims for payment or compensation thereunder with respect to work done or omitted hereunder which is binding upon the shall bind the Contractor absolutely, whether such decision be made by the Owner, the Architect or any officer, agency or tribunal empowered to render the same by the Contract or any procedure referred to therein or contemplated thereby. The Owner may dispute, appeal from and in every manner resist and litigate any and every such decision without being deemed thereby to have admitted any obligation or liability to the Contractor, and whatever the eventual decision, it shall be conclusive as to the Contractor's rights, and nothing previously said, done, contended or stipulated by the Owner shall be offered or received in evidence in any proceeding of the Contractor against the Owner. It being Contractor's responsibility to review claim procedures under the Contract and to provide Owner with sufficient notice so that such claims can be reviewed in a timely manner. All claims not presented within the requirements of this Contract Agreement and the requirements of the Contract are waived.

Section 11. OTHER CONTRACTS. It is understood and agreed that the work provided for in this contract constitutes only a part of the work being performed for the Owner by the Contractor. The Contractor, therefore, agrees to coordinate and perform the work called for in this Contract in such a manner that he will not injure, damage or delay, without just cause, any other work performed by the other Contractors.

Section 12. COMPLIANCE WITH LAW. The Contractor further agrees as regards

(a) The Contractor shall be responsible for the safety of his work and shall maintain all lights, barricades, guards, signs,

Initials _____

temporary passages and other necessary protection and precautions for that purpose. The Contractor also agrees that it and its subcontractors will give access to the authorized representatives of the Owner, and/or, Secretary of Labor for the purpose of inspecting or investigating or carrying out any of the Secretary's duties under the Contract Work Hours and Safety Standards Act and/or the Occupational Safety and Health Act of 1970 as amended. The Contractor shall be responsible for any violation by it of the above Acts of any regulations issued thereunder, shall immediately remedy any condition giving rise to such a violation, and shall defend and hold Contractor and the Owner harmless from any penalty, fine or liability in connection therewith.

(b) Contractor shall comply fully with all laws, orders, citation, rules, regulations, policies, standards and statutes with respect to occupational health and safety, accident prevention, drug free workplace, safety equipment and practices, including the accident prevention, drug free workplace and safety program of Owner. Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes.

~~(c) Contractor shall hold regular jobsite safety meetings (minimum of 1/wk.) and submit to Owner documentation of each meeting held showing topics covered and signed by attending employees.~~

Section 13. PROTECTION OF WORK. Except as provided in Section 13 above, the Contractor specifically agrees that he is responsible for the protection of his work until final completion and acceptance thereof by the Owner and that he will make good or replace, at no expense to the Owner, any damage to his work which occurs prior to said final acceptance if due to faulty work of Contractor. Contractor will take all necessary steps to protect the finished work of the Contractor or other Subcontractors from damage caused by the Contractor's performance of the Work.

Section 14. ARCHITECT-ENGINEER. The words "Architect or Engineer" as used herein refer to the person appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 15. ASSIGNMENT. The Contractor shall not, in whole or in part, assign or sublet this Contract or the proceeds thereof without the prior consent of Owner.

Section 18. EXAMINATION. Examination of the project plan, specifications, special provisions and site of work. Contractor certifies that he has examined the site of the work and that he is familiar with the Owner's plans, specifications, supplemental specifications and the special provisions applicable to the prime contract agreement, as well as, type, kind, sequence and quality of the work.

Section 19. AGREEMENT EXECUTION. This agreement shall not be in force, nor will any payment be authorized by the Owner, until Contractor properly executes this agreement and returns to the Owner.

Section 20. SPECIFIC PROVISIONS INSERTED. Specific Provisions not included for this project.

Section 21. PRIOR UNDERSTANDING OR REPRESENTATION. The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Contractor are expressly stated in this Contract. Contractor certifies that he has based his proposal and enters this agreement solely on his own investigation and not based upon any representations of others.

Section 22. CAPTIONS. The Captions at the beginning of each Section of this Contract are for convenience only and are to be given no weight in construing the provisions of this Contract.

Section 23. LAW TO GOVERN. When this Contract is signed by Owner it is to be deemed executed and delivered in the State of TEXAS and shall be governed and construed and interpreted in accordance with the Laws of the State of TEXAS.

Section 24. JURISDICTION, VENUE AND LIMITATIONS. If the Contractor shall institute any suit or action for the enforcement of any of the obligations under this agreement, the Venue of such suit or action shall be laid in the County of Bexar and State of TEXAS.

Section 25. CLEANUP Contractor shall perform its work as herein required so that the premises shall at all times be neat, orderly and free from debris. Upon termination or completion of its work, Contractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Contractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition.

Section 26. BREACH OF TERM OR CONDITION Upon Contractor's breach of any term or condition of this contract, except those which specifically provide a period within which a particular breach may be cured, the Owners, in his sole discretion, may immediately declare this Contract terminated, and shall be entitled to all the rights and remedies provided by this Contract and by law. The waiver by Contractor of any particular breach shall in no way affect Owner's right to terminate this

Initials _____

Contract on any subsequent breach.

Section 27. ENTIRE AGREEMENT. This writing constitutes the entire agreement between the Owner and the Contractor, and additions, deletions or modifications of this Contract must be in writing and signed by the parties.

Section 28. PARTIES. The parties for themselves, their heirs, successors, personal representatives, and assigns do hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents.

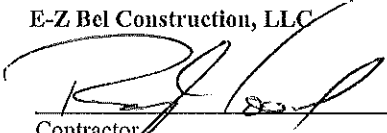
County of Hays

Owner

Its _____

Date _____

E-Z Bel Construction, LLC



Contractor

Its COO _____

Date 5/12/23 Tax ID # 74-1894400

Initials _____



E-Z BEL CONSTRUCTION, LLC
203 Recoleta
San Antonio, Texas 78216
Office: (210) 736-6595
Fax: (210) 735-1842

Date: 5/12/2023

Attn: Mark D Kennedy
Office of General Counsel, Hays County
111 E San Antonio St, Room 202
San Marcos, Texas 78666
Mark.Kennedy@co.hays.tx.us | 512.393.2219

Re: Nutty Brown @ HEB 33 Drive
Traffic Signal Maintenance

Please accept the following proposal for the above mentioned project. Pricing is based upon a 12 month period.

Item	Location	Bid Item Description	Unit	Qty	Unit Price	Total Amt.
Standard Repair/Service Rates:						
1001.0001		Signal Technician/Supervisor w/Truck & Tools	HR	1.00	\$ 125.00	\$ 125.00
1001.0002		Overhead Signal Crew w/Bucket Truck (3 men max)	HR	1.00	\$ 250.00	\$ 250.00
1001.0003		Underground Signal Crew w/mini excavator & skid-steer (4 men max)	HR	1.00	\$ 450.00	\$ 450.00
Additional Items:						
1002.0001		Off Duty Officer (emergency traffic control)	HR	1.00	\$ 80.00	\$ 80.00
1002.0002		Crane Service (removing or standing poles)	HR	1.00	\$ 250.00	\$ 250.00
1002.0003		Haul Trucks (spoils & material hauling)	HR	1.00	\$ 175.00	\$ 175.00
1002.0004		Drill Truck & Crew (damaged foundations)	HR	1.00	\$ 225.00	\$ 225.00
1002.0005		Boring Subcontractor (re-run conduits)	LS	Cost Plus 5%		
1002.0006		Material	LS	Cost Plus 25%		
1003.0001		Annual Preventative Maintenance Trip	LS	1.00	2,500.00	\$ 2,500.00
		Reference attached "Preventative Maintenance" TxDOT checklist				
		Provide CoW with inspection report				
		Replaced material billed at cost plus 25%				
		Preventative maintenance to be performed to original construction standards				
		Does not include component upgrades				

TOTAL COST: \$ 2,500.00 *

* Total contract value to be at a minimum \$2,500.00 for the annual preventative maintenance examination. All repair items and callouts to be billed at the hourly unit rates provided herein

General Exclusions:

- | | |
|------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1) All permits for repair work | 7) Engineering and design costs |
| 2) Electrical service fees of any kind | 8) Utility relocations beyond above mentioned scope |
| 3) Sales tax or bond costs | 9) Archaeological hindrances/costs/fees |
| 4) Signal timing revisions | 10) Disposal of contaminated material |
| 5) Truck Mounted Attenuators of any kind (if needed, add \$650 per day plus tax) | |
| 6) Portable Changeable Message Signs of any kind (if needed, add \$350 per day plus tax) | |

Proposal Conditions:

- 1) Proposal above excludes material. Material to be billed at cost plus 25%.
- 2) Hourly rates billed from departure to return from repair location (4 HR minimum) - inclusive of police officers, cranes, drill truck, etc
- 3) No work to be performed until E-Z Bel receives, reviews, and executes a contract or purchase order
- 4) Lead time on replacement signal poles is 16+ weeks from date of order. Subject to change from pole supplier.
- 5) For emergency repairs, E-Z Bel to mobilize within 4 HRs of call out. *
- 6) For non-emergency, general repair, normal maintenance E-Z Bel shall begin within 3 business days of notification. *
- *call out response time dependent on material availability**
- 7) Inventory maintenance of long lead time items (i.e. signal poles or controller cabinets) to be negotiated.
- 8) In the event of critical damage to infrastructure, barricades & traffic handling to be negotiated
- 9) E-Z Bel responsible for repairs for a 30-day test period after completion upon which E-Z Bel is no longer liable.
- 10) Pricing valid for 1 year from acceptance, after-which rates may be re-negotiated.

Pricing above is valid through the below date and will follow Proposal Condition #10 upon acceptance:

Expires: 5/23/2023

Please feel free to contact the undersigned with any questions.
Respectfully submitted,

Chad Frymire

For Customer

Accepted By: _____

Title: _____

Signature: _____

Date: _____

E-Z Bel Construction, LLC

PM CHECKLIST
FLASHING BEACON AND TRAFFIC SIGNAL INSTALLATION

INTERSECTION ID:
INTERSECTION NAME:
DATE:
CREW LEADER:

ACTIVITY	NOTES
Re-lamp all heads(per work order)	
Clean camera lenses with wet(water)cloth and tightened brackets	
Straightened turned heads and tighten fasteners	
Replace missing or broken visors	
check signal indications and clean lenses	
Re-attach loose cables to spans	
Install/replace backplates	
Attach/re-attach heads to tether cables	
Check signal head heights to raise to proper height(as directed by TxDoT)	Height:
Check pedestrian push buttons by pushing and confirm activation	
Inspect loop detectors and patch with road patch when required	
Lubricate cabinet lock with graphite	
Check and document cabinet voltage	Voltage:
Check cabinet fan and thermostat replace as required	
Replace cabinet filter	
Vacuum cabinet	
Clean interior of cabinet and componets	
Remove any graffiti	
Seal cabinet base	
Check safety illumination lights, clean lenses, remove debri from inside lense	
Clean ground boxes	
Foam conduit-place within top two inches of bell-ends DO NOT OVERFILL!	
Check and tighten spans and 3 bolt clamps	
Check/tighten down guys and replace missing guy guards	
Trim weeds and remove dirt and debris from pole bases	
Clean roadside advanced warning signs and lenses	
Check and document voltage on solar powered equipment	Voltage:
Clean all signal related signs	
Tighten all service connection	
Inspect poles and bases-tighten as directed	
Remove any advertising signs on any equipment	
Inspect/replace handhole covers	
Controller: Document the Following	Make: Model Serial #
Conflict Monitor: Document the Following	Make: Model Serial #
Detector Modules: Document the Following	Make: Model Serial #
Electrical Service: Document the Following	Meter No. Address

Preventative Maintenance	EA	
Pedestrian Push Buttons(Replace)	EA	
Sig Sec or Signal Head AM (Veh or Pedestrian)(RPL)	EA	
LED Lamp Unit (PED)(Install)	EA	
Down Guy (Replace)	EA	
Zinc-Coated Stl Wire Strand (5/16")	LF	

TRAFFIC SIGNAL FUNDING AGREEMENT

This Traffic Signal Funding Agreement (the “Agreement”) is hereby made and entered into by and between the H-E-B, LP, a Texas limited partnership formerly known as HEB Grocery Company, LP (“HEB”) and the County of Hays, a political subdivision of the State of Texas (the “County”). HEB and the County are hereinafter collectively referenced as the “Parties”.

WITNESSETH:

WHEREAS, the County has the authority to regulate traffic on County roadways situated within its boundaries and not within the corporate boundaries of a town or city; and

WHEREAS, the regulation of County roadways necessitates the installation, maintenance and upon occasion, upgrading of traffic control devices; and

WHEREAS, HEB owns land near the intersection of Nutty Brown Road and US Highway 290, in Precinct 4 of Hays County, Texas, as more particularly described on Exhibit A attached hereto (the “HEB Property”); and

WHEREAS, HEB desires the installation of a traffic control device to enhance safety and mobility in and around the HEB Property by installing a traffic signal where the northernmost HEB driveway intersects with Nutty Brown Road, as depicted on Exhibit B attached hereto (the “Intersection”);

WHEREAS, the County does not currently have the in-house ability to design, install, and maintain a traffic light; but HEB is willing to fund, on behalf of the County, the services of a private contractor to effectuate the planning, design, installation, and maintenance of a traffic control device at the Intersection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

I. DESIGN AND INSTALLATION

1. As part of the ongoing development of the HEB Property, HEB shall retain the services of a private contractor (the “Installer”) to plan, design, and install a traffic control device at the Intersection (the “Traffic Signal”).
2. As part of its negotiation with the Installer, HEB will ensure that the Installer: a) transfers any right of warranty, whether expressed or implied, to the County, after the County has accepted the Traffic Signal, b) engages the County to develop a safety plan for installation of the Traffic Signal, c) seeks approval from the County of the Traffic Signal’s design, and d) obtains legal permission from the County (by way of a License or Temporary Construction Easement) to be present in County Right of Way during installation.
3. Once HEB and Installer have entered into an agreement, providing for the installation of the Traffic Signal, and the County and Installer have completed the activities described in Section 2, above, the County will notify HEB in writing, authorizing HEB to proceed with the installation of the Traffic Signal.
4. Upon receipt of the County’s written authorization to proceed, HEB and the Installer will timely prepare and submit a construction schedule, and design plans of the Traffic Signal to the County.
5. The parties agree to work cooperatively to resolve disputes or differences regarding the system

design; however, the Hays County Director of Transportation shall have the authority to issue final approval regarding said design requirements. The Parties agree, the Installer shall not commence construction of the Traffic Signal, until the County has issued written approval of the construction schedule and design plans prepared by HEB and/or the Installer. Thereafter, HEB shall use commercially reasonable efforts to ensure the Installer constructs the Traffic Signal in accordance with the construction schedule and design plans approved by the County.

6. After substantial completion of the Traffic Signal, HEB shall require that the Installer perform the customary tests to place the system in full and completely functional operation.

7. Upon request by the County, but in no event more than once every forty-five (45) days, HEB shall submit to the County written reports on the work performed, the manner of performance, and rate of progress, in reasonable detail as determined in HEB's sole discretion.

8. HEB shall be responsible for all costs billed to HEB by the Installer associated with design and installation of the Traffic Signal. When construction is substantially complete, HEB and Installer will notify the County and allow the Hays County Director of Transportation an opportunity to inspect and accept the work, which acceptance shall be made in writing to HEB and the Installer, and shall not be unreasonably withheld. Upon such acceptance, the Parties acknowledge and agree that the Traffic Signal shall become County property, and the County shall use all commercially reasonable efforts to maintain the Traffic Signal in a first-class manner consistent with the operation of other traffic signals in the greater Austin metropolitan area.

II. ONGOING MAINTENANCE

1. The County shall at all times during the term of this Agreement employ a reputable contractor to provide for the ongoing maintenance of the Traffic Signal (the "Maintenance Contractor"). The County has approved the selection of E-Z Bel Traffic Signals, LLC as the initial Maintenance Contractor. The contract for ongoing maintenance shall be annually renewable (in the County's reasonable discretion) for a period not to exceed five (5) years, after which the County shall select a Maintenance Contractor in accordance with the County's standard bid-selection process.

2. Maintenance of the Traffic Signal shall be divided into 1) routine maintenance and 2) call-outs for specific repairs, as requested by County in its commercially reasonable discretion. HEB shall pay the County the annual costs of routine maintenance, in the amount billed to the County by the Maintenance Contractor, at or about the time of annual contract renewal with the Maintenance Contractor. Costs for call-outs and unanticipated maintenance shall be paid by the County and reimbursed by HEB within thirty (30) days of receiving an invoice for those expenses. The County agrees to use commercially reasonable efforts to dispute any unreasonable or unnecessary charges billed by the Maintenance Contractor to the County, that HEB deems unreasonable or unnecessary in HEB's sole discretion.

3. The County agrees that any monies paid by HEB under this Article II shall only be used to pay for ongoing maintenance of the Traffic Signal that is the subject of this Agreement.

III. MISCELLANEOUS

1. All notices to either party by the other required under this Agreement shall be deemed sufficient if in writing and personally delivered, mailed by registered or certified mail, postage prepaid, or sent by national overnight carrier to the addresses set forth below:

Hays County: Director of Transportation
2171 Yarrington Road
San Marcos, TX 78666

With Copy to: Office of General Counsel
111 E. San Antonio St., Suite 202
San Marcos, TX 78666

HEB: H-E-B, LP
Attention: Kathy Strimple
646 S. Flores Street
San Antonio, TX 78204

With a copy to: Golden Steves & Gordon, LLP
Attention: Ami Gordon
200 E. Basse Road, Suite 200
San Antonio, Texas 78209

2. The County shall and hereby does, to the extent permitted by law, release, defend, indemnify and hold harmless HEB against all claims, suits, demands or damages of any character whatsoever, resulting from injuries or damages sustained by any person or property (including the property and employees of the parties hereto) which arises from or as a result of the system design, installation, location, upgrade, or day-to-day operation of the Traffic Signal. The County's obligation pursuant to the above-stated indemnity provision shall be payable solely from gross revenues of the County paid pursuant to this Agreement during the term hereof and any other lawfully available current funds in the year in which such obligation or any part thereof is required to be paid; and the above-stated indemnity provision shall not be construed as a waiver of sovereign or special immunity as such may apply to claims or suits by third parties.

3. This Agreement shall become effective when duly executed by all parties. This Agreement shall continue in full force and effect and may not be terminated any earlier than September 30, 2041 (the "Termination Date"), at which time it shall be automatically renewed and continue in full force and effect each year thereafter until either party sends notice of termination as herein set forth. Following the Termination Date, either party may terminate this Agreement by giving sixty (60) days' written notice to the other party; provided, however, that any pending construction projects shall proceed to completion in a reasonable time; and outstanding projects and bills shall be completed or paid on or before the expiration of the sixty (60) days.

4. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Hays County Commissioners Court.

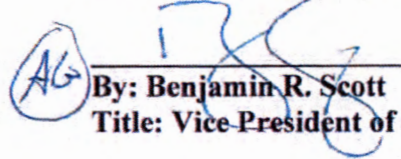
5. All oral and written Agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

6. This Agreement is governed by laws of the State of Texas. As obligations under this Agreement shall be performable in Hays County, Texas, venue shall lie in Hays County.

7. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
8. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that the County has declared a holiday for its employees, these days shall be omitted from the computation.
9. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.
10. The Parties agree that the individuals executing this Agreement possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services contemplated under this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute one and the same instrument. In addition, properly executed, authorized signatures may be transmitted via facsimile or portable document format and upon receipt shall constitute an original signature.

THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO THE TERMS DESCRIBED HEREIN, AS IS EVIDENCED BY THEIR DULY AUTHORIZED SIGNATURES, BELOW.

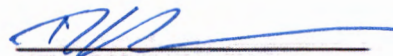
H-E-B, LP, a Texas limited partnership


By: Benjamin R. Scott
Title: Vice-President of Real Estate

January 26, 2022

Date

Hays County, Texas


By: Judge Ruben Becerra
Hays County Judge

2-1-2022

Date



Attest:

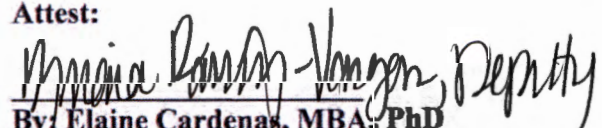
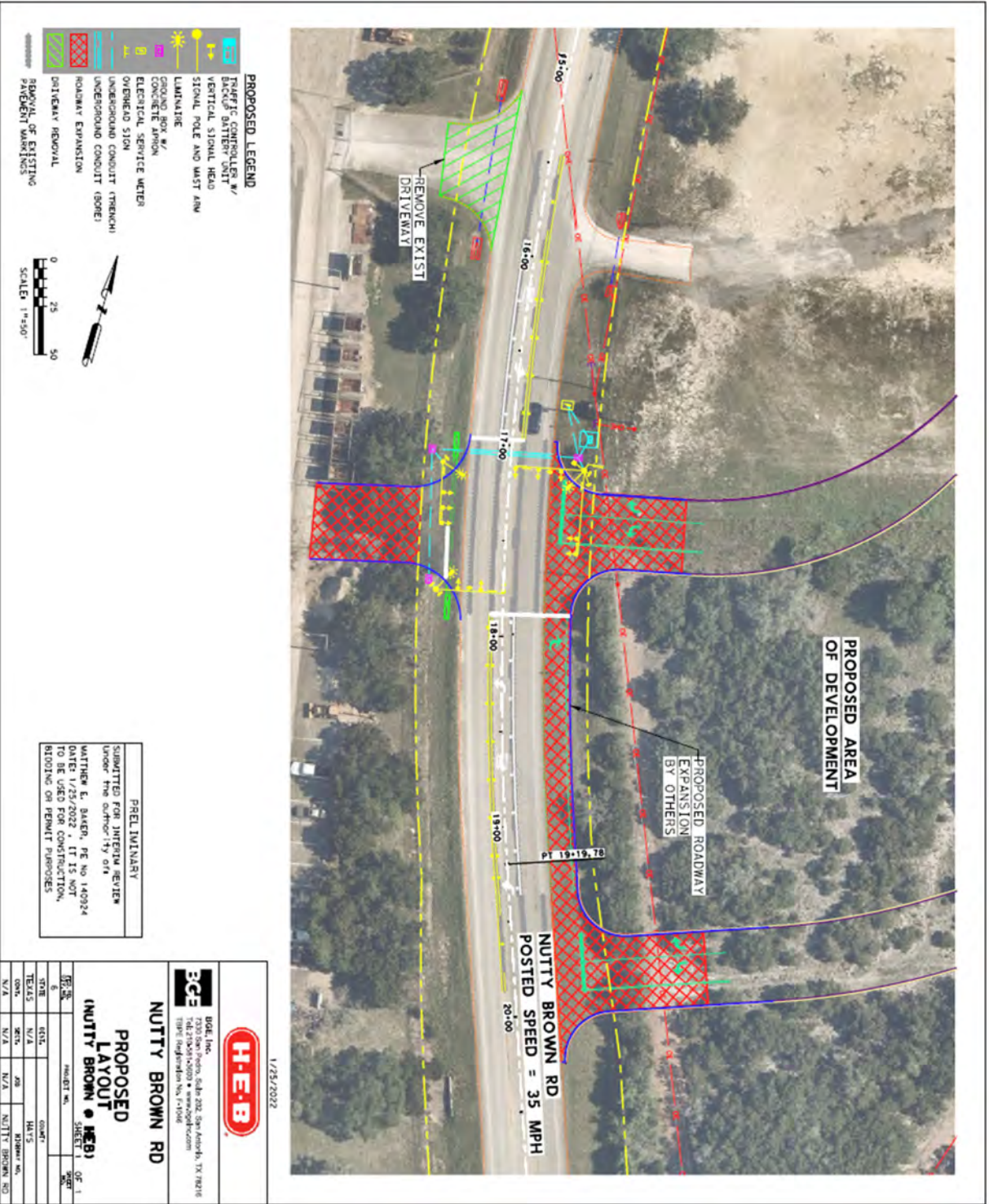

By: Elaine Cardenas, MBA, PhD
Hays County Clerk

Exhibit A
HEB Property Description

Lot 1A, Block “A” Section 1, of a Resubdivision of Lot 5, Silver Spur Ranchettes Section 3 and portion of Lot 1, Silver Spur Ranchettes Section 1, a Subdivision of Record in Hays County, Texas, according to the map or plat thereof recorded in Volume 18, Page 212 of the Plat Records of Hays County.

Lot 1, Block 1, of HEB Nutty Brown, a Subdivision of Record in Hays County, Texas, according to the map or plat thereof recorded under Document Number 21049020 of the Plat Records of Hays County.

Exhibit B Depiction of the Intersection





Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Amendment #1 to the Advanced Funding Agreement with TXDOT for the design and installation of roadway safety lighting, profile edge line markings, and profile centerline markings on Winters Mill Parkway in Precinct 3. **SHELL/BORCHERDING**

Summary:

The Court initially approved the Advanced Funding Agreement with TXDOT on March 22, 2022. This amendment will do two things: 1) it will authorize Hays County to let and manage this off-state system construction project, and; 2) it will reduce the scope of the project by greatly reducing the number of lights. After several meetings among County staff, TXDOT, representatives of the cities of Wimberley and Woodcreek, and the Wimberley Valley Dark Sky Committee, the project team scaled back the plan to meet the wishes of the local community while still adhering to the safety standards called for in the federal grant.

Fiscal Impact:

Amount Requested: \$76,449

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Advanced Funding Agreement

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

New Revenue Y/N?: N/A

Comments:

Attachments

AFA amendment #1

Budget

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-092			CFDA No.	20.205
District #	14	AFA ID	Z00002383	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	Winter Mill Parkway (CR 193) Roadway Lighting			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Hays, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on March 22nd of 2022 to effectuate their agreement to design and install of roadway safety lighting, profile edge line markings and profile center line markings on CR 193 in Hays County, Texas; and,

WHEREAS, the State has decided to allow the Local Government to manage the construction phase of this project; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

A. Article 1 is deleted in its entirety and replaced with

1. Responsible Parties

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Error! Reference source not found.	Article 8
2.	Local Government	Error! Reference source not found.	Article 9
3.	Local Government	Error! Reference source not found.	Article 11
4.	Local Government	Error! Reference source not found.	Article 12
5.	Local Government	Error! Reference source not found.	Article 14

B. Attachment B Project Budget is deleted in its entirety and replaced with Attachment B-1 Project Budget which attached to and made part of this Amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-092			CFDA No.	20.205
District #	14	AFA ID	Z00002383		
Code Chart 64 #	50106				
Project Name	Winter Mill Parkway (CR 193) Roadway Lighting				AFA Not Used For Research & Development

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

Ruben Becerra
County Judge

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-092			CFDA No.	20.205
District #	14	AFA ID	Z00002383	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	Winter Mill Parkway (CR193) Roadway Lighting			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated **based on 100% of Federal funding** and Local Government funding until the Federal funding reaches the maximum obligated amount of \$368,429. The Local Government will then be responsible for 100% of the costs.

Description CSJ#0914-33-092.	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$55,264	0%	\$0	0%	\$0	100%	\$55,264
Construction (by Local Government)	\$368,429	100%	\$368,429	0%	\$0	0%	\$0
Subtotal	\$423,693		\$368,429		\$0		\$55,264
Environmental Direct State Costs	\$2,118	0%	\$0	0%	\$0	100%	\$2,118
Right of Way Direct State Costs	\$530	0%	\$0	0%	\$0	100%	\$530
Engineering Direct State Costs	\$3,178	0%	\$0	0%	\$0	100%	\$3,178
Utility Direct State Costs	\$530	0%	\$0	0%	\$0	100%	\$530
Construction Direct State Costs	\$14,829	0%	\$0	0%	\$0	100%	\$14,829
Indirect State Costs 4.77%	\$20,210	0%	\$0	100%	\$20,210	0%	\$0
TOTAL	\$465,088		\$368,429		\$20,210		\$76,449

Initial payment by the Local Government to the State: \$6,335

Payment by the Local Government to the State before construction: \$14,829.

Estimated total payment by the Local Government to the State \$21,185.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept Rolling Meadows Lane, located in Precinct 1, into the County maintenance system. **INGALSBE/BORCHERDING**

Summary

Rolling Meadows Lane was constructed in 2003 with the intension of it becoming County maintained; however, no formal acceptance was requested by the Transportation Department. Construction inspections were carried out with available test reports indicating all density tests passed. Staff recommends acceptance of Rolling Meadows Lane into the County maintenance system.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until October 26, 2023 for: Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00; and until April 26, 2024 for: Sunfield subdivision Phase 2, Section 12 - bond #PB03016800417M in the amount of \$90,377.95. **COHEN/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for these sections of Sunfield subdivision has been delayed, and the contractor is requesting more time to complete. These riders extend the duration of the existing maintenance bonds until October 26, 2023 and April 26, 2024, respectively.

Attachments

Sunfield Maintenance Bond Extension

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage

Effective date of Rider 4/26/2023

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☒ Bond term changed to

☐ Name changed to

☐ Bond penalty changed to

☐ Other change

Warranty extended to the date of October 26, 2023

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 26th day of April, 2023.

By: _____


Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance


That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

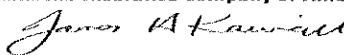
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

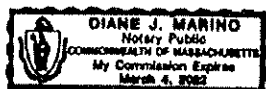


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

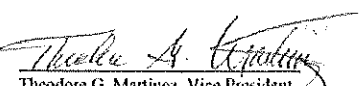



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26th day of April, 2023

CERTIFIED COPY


Theodore G. Martinez, Vice President

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060751
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage
Effective date of Rider 4/26/2023

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended to the date of October 26, 2023

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 26th day of April, 2023.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

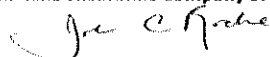
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

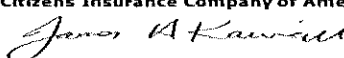
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

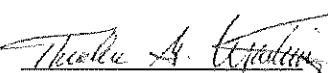



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26th day of April, 2023

CERTIFIED COPY


Theodore G. Martinez, Vice President

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800417M

Principal: DNT Construction, LLC

Obligee: Hays County, Texas

In the Surety is changing this bond effective April 26, 2023
in the following manner:

Sunfield Phase 2 Section 12 Street, Drainage Improvements

The bond Date is hereby amended to: Extend expiration date to: April 26, 2024

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 26th day of April, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

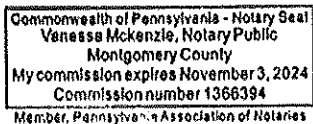


(Seal)

John Glomb, 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 7th day of November, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800273M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective April 26, 2023
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: October 26, 2023

Sunfield Phase 3 Section 2 Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 26th day of April, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

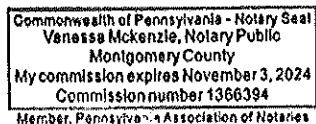


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

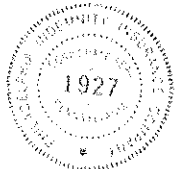
Bala Cynwyd, PA

My commission expires:

November 3, 2024

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In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of April, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800240M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective April 26, 2023
in the following manner:


The Maintenance Bond expiration date is being extended to the date of: October 26, 2023

Sunfield Phase 3 Section 4 Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 26th day of April, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

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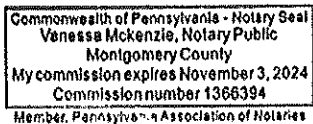
(Seal)



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Philadelphia Indemnity Insurance Company

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Notary Public:



residing at:

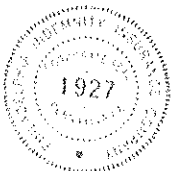
Bala Cynwyd, PA

My commission expires:

November 3, 2024

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In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of April, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800210

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective April 26, 2023
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: October 26, 2023

Sunfield Phase 3 Roadway Extension Utilities and Pavement Improvements

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 26th day of April, 2023.

Philadelphia Indemnity Insurance Company
Surety



Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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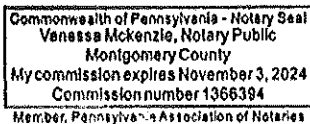


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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Notary Public:



residing at:

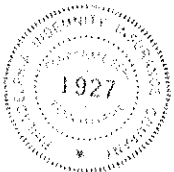
Bala Cynwyd, PA

My commission expires:

November 3, 2024

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In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of April, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to approve the selection of Cobb Fendley & Associates Inc. to perform a corridor study of Fitzhugh Road in Precinct 4 from its intersection with RM 12 east to the Travis County line; and authorize staff and counsel to negotiate a contract. **SMITH/BORCHERDING**

Summary

Cobb Fendley & Associates has been pre-qualified for the requested services through RFQ 2018-P08. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$2,752,914.10 for the Hymeadow, Phase 3, Section 2 Subdivision (Bond #47SUR300214010611). **INGALSBE/BORCHERDING**

Summary

The final plat for Hymeadow, Phase 3, Section 2 Subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat
Bond

FINAL SUBDIVISION PLAT: HYMEADOW SECTION TWO, PHASE THREE HAYS COUNTY, TEXAS

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM (NAD 83) SOUTH CENTRAL ZONE, USED FOR THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS), FOR CHAPARRAL CONTROL POINT "P941".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:
N 2332281.23
E 2332281.23

TEXAS STATE PLANE COORDINATES:
N 2331558.07
E 2331558.07

ELEVATION = 672.80'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999870017
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0

THEIR ANGLE 0°33'44"

P941 IS LOCATED 48.4+/- N.W. FROM A POWER POLE AND 39.0+/- N.W. FROM A CORNER OF A 63.49 ACRE TRACT TO LEMAR HOMES OF TEXAS, LLC AND OPENSPRING, LTD. IN DOC. NO. 20083359, PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ARROYO CAP II-1, LLC
37.622 ACRES
(21057783)

38.795 ACRES
ARROYO CAP II-1, LLC
(20052471)

- LEGEND
- CH FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - CONCRETE HIGHWAY MONUMENT FOUND
 - ▲ CALCULATED POINT
 - W.W.E. WASTEWATER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - SIDEWALK LOCATION
 - () RECORD INFORMATION

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10125600

PROJECT NO.: 1434-001
DRAWING NO.: 1434-001-PLS2P-3
PLOT DATE: 04/11/2023
PLOT SCALE: 1"=100'
DRAWN BY: RGH
SHEET 01 OF 04

OWNER AND DEVELOPER:
CLAYTON PROPERTIES GROUP, INC.
6720 VAUGHN RANCH RD. SUITE 200
AUSTIN, TX 78730
(512) 330-8833

ENGINEER:
BCE, INC.
1701 DIRECTORS BLVD. SUITE 1000
AUSTIN, TEXAS 78744
(210) 381-3600

SURVEYOR:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TX 78744
(512) 443-1724

TYPICAL LOT LAYOUT

SCALE: N.T.S.

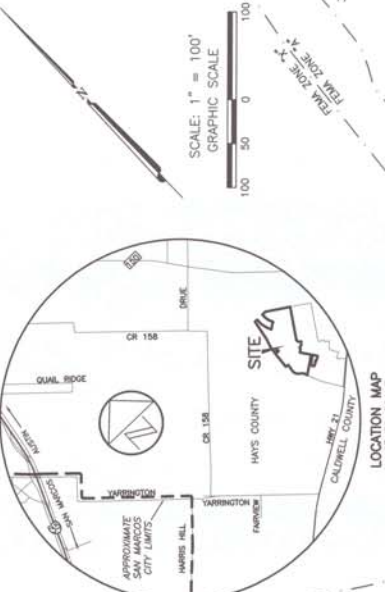
40.00'	40.00'	115.00'
40.00'	40.00'	115.00'
25' E.L.S.	25' E.L.S.	25' E.L.S.
10' P.U.L.	10' P.U.L.	10' P.U.L.

C.O.S.M. G.P.S. PT. 10 IS LOCATED ON THE CORNER OF THE SECTION TWO, PHASE TWO, OF TECHNOLOGY WAY.

LOT SIZE CHART

SIZE (AC)	#
> 10	1
> 5 < 10	1
> 2 < 5	1
> 1 < 2	1
< 1	137

SURVEYOR: ABRAHAM WILLIAM USHERVILLE SURVEY, ABS. 221
SUBMITTAL DATE: JUNE 20, 2020
TOTAL AREA OF THIS PLAT: 29.215 AC.
TOTAL NUMBER OF LOTS: 138
TOTAL NUMBER OF LOTS: 138
OPEN SPACE: 2



C.O.S.M. G.P.S. PT. 10
GRID N: 13,888,162.71
GRID E: 2,320,954.79
GRID ELEV: 672.80
NAVD83

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 14
20,359 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 13
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 12
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 11
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 10
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 9
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 8
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 7
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 6
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 5
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 4
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 3
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 2
11,902 ACRES

K MARCOS
331.552 ACRES
18042121
PROPOSED
AREA 1
11,902 ACRES

FINAL SUBDIVISION PLAT:
HYMEADOW SECTION TWO,
PHASE THREE
HAYS COUNTY, TEXAS

CURVE TABLE					CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	559.00'	32°03'40"	312.80'	N02°47'03"W	308.74'	C50	60.00'	87°46'50"	N08°27'11"E	83.19'	
C2	245.00'	1°53'38"	93.62'	S54°50'26"W	93.05'	C51	60.00'	53°30'52"	N79°06'02"E	54.03'	
C3	25.00'	90°00'00"	39.28'	N70°09'34"W	35.36'	C52	60.00'	40°06'16"	N79°06'02"E	41.15'	
C4	25.00'	90°00'00"	39.28'	S19°50'26"W	35.36'	C53	60.00'	22°18'11"	N27°29'12"E	24.41'	
C5	245.00'	9°55'21"	42.43'	N20°11'56"W	42.38'	C54	295.00'	0°08'52"	N10°29'12"E	0.76'	
C6	295.00'	11°23'58"	58.69'	N19°27'38"W	58.60'	C55	295.00'	8°17'24"	N06°16'04"W	42.65'	
C7	25.00'	81°00'39"	35.35'	N54°16'01"W	32.48'	C56	295.00'	8°08'59"	N01°57'07"E	41.93'	
C8	295.00'	24°08'12"	124.27'	N82°42'20"W	123.36'	C57	295.00'	5°36'22"	N08°49'48"E	28.85'	
C9	25.00'	10°16'56"	44.20'	S58°43'13"W	38.66'	C58	205.00'	6°13'06"	N25°11'15"E	22.24'	
C10	245.00'	18°38'27"	79.71'	S01°14'24"E	79.36'	C59	205.00'	8°20'16"	N32°27'56"E	29.81'	
C11	25.00'	79°50'09"	34.84'	S50°28'37"E	32.09'	C60	205.00'	9°19'03"	N33°41'17"E	33.30'	
C12	60.00'	259°49'05"	272.08'	S39°31'23"W	92.05'	C61	205.00'	9°50'11"	N50°52'05"E	35.15'	
C13	295.00'	22°11'37"	114.27'	N00°32'10"E	113.56'	C62	205.00'	1°47'17"	N56°40'59"E	6.40'	
C14	25.00'	82°16'13"	35.90'	N29°30'13"W	32.90'	C63	459.00'	7°42'05"	N22°41'46"E	61.65'	
C15	25.00'	90°00'00"	39.28'	N64°21'41"E	35.36'	C64	459.00'	7°47'05"	N30°26'24"E	82.32'	
C16	25.00'	90°00'00"	39.28'	N25°38'19"W	35.36'	C65	459.00'	7°36'29"	N38°18'16"E	83.58'	
C17	25.00'	87°16'58"	38.09'	S65°43'13"W	34.51'	C66	459.00'	3°48'29"	N44°10'51"E	30.50'	
C18	205.00'	14°33'22"	52.08'	S29°21'23"W	51.94'	C67	25.00'	71°19'06"	N01°44'32"E	29.15'	
C19	205.00'	20°36'32"	74.93'	S47°06'12"W	74.51'	C68	60.00'	129°54'43"	N00°57'14"E	106.72'	
C20	25.00'	85°00'52"	37.10'	S15°03'57"W	33.79'	C69	60.00'	85°11'06"	N46°35'40"W	81.21'	
C21	541.00'	8°35'40"	81.15'	S23°08'41"E	81.07'	C70	60.00'	36°04'36"	N72°46'29"W	37.16'	
C22	459.00'	27°14'19"	218.21'	N32°27'56"W	216.16'	C71	60.00'	8°38'40"	N50°24'51"W	9.04'	
C23	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'	C72	245.00'	9°43'29"	N39°03'35"W	41.53'	
C24	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'	C73	245.00'	1°52'33"	N52°15'34"W	67.67'	
C25	25.00'	79°50'09"	34.84'	S86°00'03"E	32.09'	C74	244.99'	1°53'10"	N59°22'42"W	76.17'	
C26	60.00'	259°49'05"	272.08'	S03°59'57"W	92.05'	C75	244.99'	1°53'09"	N08°30'27"E	76.17'	
C27	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'	C76	245.00'	7°42'51"	N21°18'27"E	32.96'	
C28	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'	C77	295.00'	0°09'34"	N25°05'06"W	0.82'	
C29	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'	C78	295.00'	7°37'50"	N21°11'24"W	39.26'	
C30	245.00'	69°05'12"	295.42'	S09°22'43"W	277.84'	C79	295.00'	8°57'14"	N12°53'52"W	46.05'	
C31	295.00'	35°5'71"	355.71'	N09°22'43"E	334.55'	C80	295.00'	8°57'14"	N03°56'38"W	46.05'	
C32	25.00'	90°00'00"	39.28'	N01°04'59"W	35.36'	C81	295.00'	8°03'31"	N04°33'44"E	41.46'	
C33	541.00'	8°30'16"	80.30'	N41°49'53"W	80.23'	C82	295.00'	8°03'31"	N12°37'14"E	41.46'	
C34	25.00'	84°50'25"	37.02'	N79°59'59"W	33.73'	C83	295.00'	8°03'30"	N20°40'45"E	41.46'	
C35	155.00'	20°56'32"	56.65'	S47°06'12"W	56.34'	C84	295.00'	8°03'30"	N28°44'15"E	41.46'	
C36	155.00'	17°16'28"	46.73'	S27°59'51"W	46.55'	C85	295.00'	6°49'27"	N36°10'44"E	35.11'	
C37	25.00'	90°00'00"	39.28'	S25°38'19"E	35.36'	C86	295.00'	4°19'52"	N41°45'23"E	22.29'	
C38	245.00'	44°31'37"	190.40'	N87°06'03"E	185.64'	C87	155.00'	9°56'30"	N52°36'12"W	26.86'	
C39	25.00'	78°36'07"	34.30'	S25°32'22"W	31.67'	C88	155.00'	11°00'02"	S42°07'56"W	29.71'	
C40	245.00'	11°23'58"	48.74'	S19°27'38"E	48.66'	C89	155.00'	10°09'50"	S31°33'40"W	27.41'	
C41	295.00'	9°45'21"	51.09'	S20°11'56"E	51.02'	C90	155.00'	7°07'38"	S22°55'26"W	19.27'	
C42	295.00'	3°08'12"	16.15'	N23°35'31"W	16.15'	C91	245.00'	14°18'38"	S27°47'27"E	81.03'	
C43	295.00'	6°43'34"	34.66'	N18°39'28"W	34.64'	C92	245.00'	24°15'56"	N62°35'15"E	102.99'	
C44	295.00'	1°31'53"	7.88'	N14°31'35"W	7.88'	C93	245.00'	9°57'01"	N67°48'46"E	25.43'	
C45	295.00'	14°46'54"	75.90'	N87°22'59"W	75.90'	C94	245.00'	2°54'57"	N15°13'07"E	12.47'	
C46	295.00'	9°21'18"	48.17'	N75°18'53"W	48.11'	C95	245.00'	9°06'38"	N22°36'17"E	36.24'	
C47	245.00'	8°06'59"	34.71'	S04°01'20"W	34.68'	C96	295.00'	5°06'38"	N22°36'17"E	26.30'	
C48	245.00'	10°31'28"	45.00'	S05°17'53"E	44.94'	C97	295.00'	4°48'43"	N17°38'38"W	24.77'	
C49	60.00'	54°56'56"	57.54'	N62°54'42"W	55.36'						

CURVE TABLE					CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C50	60.00	87°46'50"	91.92'	N08°27'11"E	83.19	C101	245.00	18°38'27"	79.71'	S01°14'24"E	79.36
C51	60.00	53°30'52"	56.04	N79°06'02"E	54.03	C102	60.00	259°49'05"	272.08	S39°31'23"W	92.05
C52	60.00	40°06'16"	42.00	N79°06'02"E	41.15	C103	295.00	8°17'24"	N06°16'04"W	42.65	
C53	60.00	22°18'11"	24.58	N27°29'12"E	24.41	C104	295.00	8°08'59"	N01°57'07"E	41.93	
C54	295.00	0°08'52"	0.76	N10°29'12"E	0.76	C105	295.00	5°36'22"	N08°49'48"E	28.85	
C55	295.00	8°17'24"	42.68	N06°16'04"W	42.65	C106	205.00	6°13'06"	N25°11'15"E	22.24	
C56	295.00	8°08'59"	41.96	N01°57'07"E	41.93	C107	205.00	8°20'16"	N32°27'56"E	29.81	
C57	295.00	5°36'22"	28.86	N08°49'48"E	28.85	C108	205.00	9°19'03"	N33°41'17'25"E	33.30	
C58	205.00	6°13'06"	22.25	N25°11'15"E	22.24	C109	205.00	9°50'11"	N50°52'05"E	35.15	
C59	205.00	8°20'16"	29.83	N32°27'56"E	29.81	C110	205.00	9°50'11"	N50°52'05"E	35.15	
C60	205.00	9°19'03"	33.34	N33°41'17'25"E	33.30	C111	459.00	7°42'05"	N22°41'46"E	61.65	
C61	205.00	9°50'11"	35.19	N50°52'05"E	35.15	C112	459.00	7°47'05"	N30°26'24"E	82.32	
C62	205.00	1°47'17"	6.40	N56°40'59"E	6.40	C113	459.00	7°36'29"	N38°18'16"E	83.59	
C63	459.00	7°42'05"	61.69	N22°41'46"E	61.65	C114	459.00	7°47'05"	N30°26'24"E	82.32	
C64	459.00	7°47'05"	82.36	N30°26'24"E	82.32	C115	459.00	7°36'29"	N38°18'16"E	83.59	
C65	459.00	7°36'29"	83.61	N38°18'16"E	83.59	C116	60.00	129°54'43"	N00°57'14"E	106.72	
C66	459.00	3°48'29"	30.51	N44°10'51"E	30.50	C117	60.00	85°11'06"	N46°35'40"W	81.21	
C67	25.00	71°19'06"	31.12	N01°44'32"E	29.15	C118	60.00	36°04'36"	N72°46'29"W	37.16	
C68	60.00	129°54'43"	136.04	N00°57'14"E	106.72	C119	60.00	8°38'40"	N50°24'51"W	9.04	
C69	60.00	85°11'06"	89.21	S46°35'40"W	81.21	C120	245.00	9°43'29"	N39°03'35"W	41.53	
C70	60.00	36°04'36"	37.78	N72°46'29"W	37.16	C121	245.00	1°52'33"	N52°15'34"W	67.67	
C71	60.00	8°38'40"	9.05	N50°24'51"W	9.04	C122	244.99	1°53'10"	N59°22'42"W	76.17	
C72	245.00	9°43'29"	41.58	N39°03'35"W	41.53	C123	244.99	1°53'09"	N08°30'27"E	76.17	
C73	244.99	1°52'33"	67.69	S26°15'34"W	67.67	C124	295.00	0°09'34"	N25°05'06"W	0.82	
C74	244.99	1°53'10"	76.48	S09°22'42"W	76.17	C125	295.00	7°37'50"	N21°11'24"W	39.26	
C75	244.98	1°53'09"	76.48	S08°30'27"E	76.17	C126	295.00	8°57'14"	N12°53'52"W	46.05	
C76	245.00	7°42'51"	32.96	S21°18'27"E	32.96	C127	295.00	8°03'31"	N04°33'44"E	41.46	
C77	295.00	0°09'34"	0.82	N25°05'06"W	0.82	C128	295.00	8°03'30"	N20°40'45"E	41.46	
C78	295.00	7°37'50"	39.29	N21°11'24"W	39.26	C129	295.00	6°49'27"	N36°10'44"E	35.11	
C79	295.00	8°57'14"	46.10	N12°53'52"W	46.05	C130	295.00	4°19'52"	N41°45'23"E	22.29	
C80	295.00	8°57'14"	46.10	N03°56'38"W	46.05	C131	155.00	9°56'30"	N52°36'12"W	26.86	
C81	295.00	8°03'31"	41.49	N04°33'44"E	41.46	C132	155.00	11°00'02"	S42°07'56"W	29.71	
C82	295.00	8°03'31"	41.49	N12°37'14"E	41.46	C133	155.00	10°09'50"	S31°33'40"W	27.41	
C83	295.00	8°03'30"	41.49	N20°40'45"E	41.46	C134	245.00	14°18'38"	S27°47'27"E	81.03	
C84	295.00	8°03'30"	41.49	N28°44'15"E	41.46	C135	245.00	24°15'56"	N62°35'15"E	102.99	
C85	295.00	6°49'27"	35.14	N36°10'44"E	35.11	C136	245.00	9°57'01"	N67°48'46"E	25.43	
C86	295.00	4°19'52"	22.30	N41°45'23"E	22.29	C137	245.00	2°54'57"	N15°13'07"E	12.47	
C87	155.00	9°56'30"	26.90	N52°36'12"W	26.86	C138	245.00	9°06'38"	N22°36'17"E	36.24	
C88	155.00	11°00'02"	29.76	S42°07'56"W	29.71	C139	295.00	5°06'38"	N22°36'17"E	26.30	
C89	155.00	10°09'50"	27.45	S31°33'40"W	27.41	C140	295.00	4°48'43"	N17°38'38"W	24.77	
C90	155.00	7°07'38"	19.28	S22°55'26"W	19.27						
C91	245.00	14°18'38"	81.19	S27°47'27"E	81.03						
C92	245.00	24°15'56"	103.76	N62°35'15"E	102.99						
C93	245.00	9°57'01"	25.44	N67°48'46"E	25.43						
C94	245.00	2°54'57"	12.47	N15°13'07"E	12.47						
C95	245.00	9°06'38"	36.28	N22°36'17"E	36.24						
C96	295.00	5°06'38"	26.31	N22°36'17"E	26.30						
C97	295.00	4°48'43"	24.78	N17°38'38"W	24.77						

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N11°40'48"W	120.60'	L54	S70°38'19"E	34.45
L2	N41°45'42"W	124.35	L55	N64°50'26"E	68.60
L3	N25°07'47"W	100.16	L56	N54°50'26"W	82.11
L4	N01°34'30"E	58.40	L57	S13°45'41"E	18.02
L5	N17°38'58"E	56.90	L58	S25°09'34"E	54.06
L6	N70°39'39"W	76.69	L59	N75°23'27"E	46.32
L7	S70°38'09"E	108.71	L60	S29°29'23"W	64.45
L8	N19°21'51"E	50.00	L61	S33°23'41"E	53.01
L9	N70°38'09"W	109.78	L62	S41°02'44"W	54.34
L10	S17°29'13"E	78.74	L63	S51°01'32"W	57.03
L11	S12°07'41"W	74.06	L64	S55°10'23"W	41.32
L12	S08°33'53"W	108.02	L65	S39°34'38"W	57.47
L13	S04°18'30"E	55.92	L66	N80°40'57"E	53.78
L14	S04°54'12"E	102.48	L67	S21°06'57"E	54.88
L15	S13°32'40"E	124.96	L68	S25°09'31"E	50.01
L16	N62°38'37"E	62.93	L69	N11°18'55"E	68.67
L17	N65°26'31"E	57.07	L70	N11°18'55"E	68.96
L18	N71°11'07"E	82.00	L71	N11°18'55"E	68.56
L19	N13°41'46"E	36.38	L72	N13°40'13"E	57.60
L20	S76°15'12"E	114.92	L73	N20°26'02"E	57.54
L21	S46°21'51"E	50.00	L74	N29°49'21"E	57.49
L22	S43°38'09"W	0.26	L75	N29°49'21"E	58.51
L23	S09°22'43"W	44.81	L76	N43°55'01"E	40.01
L24	S17°26'48"E	44.27	L77	N43°55'01"E	40.01
L25	S46°04'59"E	50.75	L78	N43°55'01"E	40.01
L26	S43°55'01"E	11.30	L79	N43°55'01"E	40.01
L27	S64°50'26"W	50.01	L80	N43°55'01"E	40.01
L28	S64°50'26"W	90.01	L81	N43°55'01"E	40.01
L29	S64°50'26"W	115.01	L82	N43°55'01"E	40.01
L30	S25°09'34"E	45.01	L83	N43°55'01"E	40.01
L31	N64°50'26"E	115.01	L84	N43°55'01"E	40.01
L32	S25°09'34"E	40.01	L85	N43°55'01"E	50.01
L33	S23°13'08"E	60.36	L86	S43°55'01"W	50.01
L34	S15°41'18"E	40.01	L87	S43°55'01"W	50.01
L35	S37°45'42"E	115.01	L88	S43°55'01"W	50.01
L36	N15°14'18"E	15.26	L89	S43°55'01"W	50.01
L37	S74°45'42"E	50.01	L90	S43°55'01"W	33.45
L38	N15°14'18"E	15.26	L91	S43°55'01"W	50.41
L39	S74°45'42"E	115.02	L92	S43°55'01"W	50.41
L40	N25°03'02"W	51.69	L93	S43°55'01"W	47.39
L41	N25°09'34"W	40.01	L94	S43°55'01"W	28.36
L42	N64°50'26"E	115.01	L95	S29°49'21"W	16.99
L43	N25°09'34"W	45.01	L96	S29°49'21"W	35.01
L44	N25°09'34"W	54.06	L97	S29°49'21"W	35.63
L45	N13°45'41"E	18.31	L98	S29°49'21"W	28.37
L46	N70°38'19"W	25.61	L99	S20°26'02"W	16.11
L47	S10°33'33"E	15.21	L100	S20°26'02"W	44.01
L48	N18°53'53"E	77.03	L101	S13°40'13"W	45.23
L49	N18°53'53"E	17.03	L102	S11°48'03"W	47.42
L50	N18°51'01"E	16.98	L103	S11°18'55"W	50.50
L51	N25°09'34"E	24.39	L104	S11°18'55"W	52.52
L52	N25°09'34"W	24.18	L105	S11°18'55"W	55.55
L53	N46°04'59"W	104.53	L106	N85°23'55"E	18.29

FINAL SUBDIVISION PLAT:
HYMEADOW SECTION TWO,
PHASE THREE
HAYS COUNTY, TEXAS

OWNER'S ACKNOWLEDGMENT AND DEDICATION STATEMENT:

THAT CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DOING BUSINESS IN TEXAS AS BROOK HILLS, BY AND THROUGH ADAM BODING, VICE PRESIDENT AS OWNER OF THE REMAINDER OF THAT 80.264 ACRE TRACT LOCATED IN HAYS COUNTY, TEXAS, HAS HEREBY ACKNOWLEDGED AND HEREBY DEDICATED TO THE CITY OF HAYS COUNTY, TEXAS, 29.215 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

HAYMEADOW SECTION TWO, PHASE THREE

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE RIGHTS OF WAY, PUBLIC USE AREAS AND EASEMENTS, INCLUDING BUT NOT LIMITED TO, EASEMENTS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, CABLE, AND OTHER UTILITIES, SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, OR ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSES OF INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 20__.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION
BROOK HILLS, ITS SUBSIDIARY

ADAM BODING, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.
10000 W. VAUGHN DRIVE
6720 VAUGHN RANCH RD.
AUSTIN, TX 78730

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATION:

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING. I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.



Bryan D. Newsome 11/11/2023
BRYAN D. NEWSOME, P.E., NO. 5657
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
1701 DIRECTORS BLVD., SUITE 1000
AUSTIN, TX 78744
(512) 443-1724
TLP's FIRM NO. 10124500

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING. I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

CHELSEA OSBOURN, P.E. NO. 140980
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS
BOE, INC.
1701 DIRECTORS BLVD., SUITE 1000
AUSTIN, TEXAS 78744
(210) 581-3600
TPE's FIRM REGISTRATION NO. F-1046

HAYS COUNTY
CERTIFICATE OF APPROVAL:

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS, AND THAT THIS PLAT IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:
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 RESOURCES, HAYS COUNTY HAS A LIMITED WATER SUPPLY. ANY STRUCTURE OCCUPYING THIS SUBDIVISION SHALL BE OCCUPIED WITHIN THE BEST AVAILABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT IN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GASBEEK, R.S., G.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

WATER UTILITY PROVIDER:
MAXWELL WSC

WASTEWATER UTILITY PROVIDER:
AQUA TEXAS INC.

BT: _____ DATE: _____
BY: _____ DATE: _____

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE ____ DAY OF _____, 20__ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

C.L.P. ENGINEERING DATE

DIRECTOR PLANNING AND DEVELOPMENT SERVICES DATE

RECORDING SECRETARY DATE

CHAIRMAN PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS:
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE INSTRUMENT WHEREON THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. ____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20__.

ELAINE H. CARDENAS
COUNTY CLERK



Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
(512) 443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PLS2P3
PLOT DATE:
03/28/2023
PLOT SCALE:
1"=100'
DRAWN BY:
RGH
SHEET
04 OF 04

REQUIRED FORMAT

BOND #47SUR300214010611

KNOW ALL MEN BY THESE PRESENTS, That we, CLAYTON PROPERTIES GROUP, INC DBA BROHN HOMES, as Principal, and BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a Corporation of the State of NEBRASKA, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of TWO MILLION SEVEN HUNDRED AND FIFTY TWO THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS AND TEN CENTS (\$2,752,914.10) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To insure completion of roadway and drainage improvements as itemized by the Hymeadow Section 2, Phase 3 Subdivision Fiscal Estimate in connection with the HYMEADOW SECTION 2, PHASE 3 SUBDIVISION.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 28th day of April, 2023.

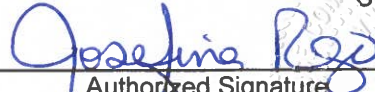
Clayton Properties Group, Inc. DBA Brohn Homes
PRINCIPAL

BY: 
Authorized Signature

6720 Vaught Ranch Road, Suite 200
Mailing Address

Austin, TX 78730
City, State & Zip Code

Berkshire Hathaway Specialty Insurance Company
SURETY

BY: 
Authorized Signature
Josefina Rojo, Attorney-in-Fact

1314 Douglas Street, Suite 1400
Mailing Address

Omaha, NE 68102-1944
City, State & Zip Code



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Josefina Rojo, John P. Harney, Jacquelyn Norstrom, Haley Anderson, Matthew Labno, 353 N. Clark Street of the city of Chicago, State of Illinois, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

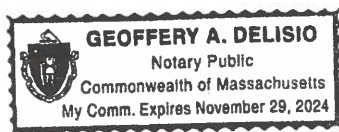


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 28, 2023.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

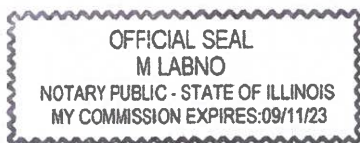
NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

State of Illinois
County of Cook

On this 28th day of April 2023, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
Berkshire Hathaway Specialty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.



M Labno
(Notary Public)

(Seal)



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on June 6, 2023 regarding setting a 25 MPH speed limit throughout the Circle N Ranch Subdivision. **INGALSBE/BORCHERDING**

Summary

In response to a request by residents, careful consideration was made by Commissioner Ingalsbe and the Transportation Dept. Staff recommends approval of reducing the speed limit from 35 MPH to 25 MPH within the Circle N Ranch Subdivision. (see attached map).

Attachments

Circle N Ranch Map

Circle n Ranches Sub.

Ranch House Loop , Longhorn Loop , Cattle Bend, Buffalo Pass , Twisted Creek, Coyote Hollow , Red Fox Court

Legend

Waterloo Power

302

SPEED
LIMIT
25

Sanchez custom woodworks

Inspección De Camiones

SPEED
LIMIT
25

Roxida Rd

SPEED
LIMIT
25

Camino Real Elementary

SPEED
LIMIT
25

Arctic Fence Inc

SPEED
LIMIT
25

First Step Early Head Start

SPEED
LIMIT
25

SPEED
LIMIT
25

126

N

1000 ft

Google Earth



AGENDA ITEM REQUEST FORM: I. 8.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to call for a public hearing on June 6, 2023, to establish a 3-way stop at the intersection of Sundown Avenue and Pine Arbol. **COHEN/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Sundown Avenue.

Attachments

Sundown Avenue Map



Fire Cracker Dr

Vista Gardens Dr

Moonwaker Trail

Sundown Avenue

NEW

STOP

Sundown Ave

NEW

STOP

Pine Arbol

STOP

EXISTING

Sundown Avenue

Sunbright Blvd

Martha Dr

Siela Gold Street

Dandy Dr

Google Earth

N

600 ft



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$50,000.00 to the Professional Services Agreement with BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHERDING**

Summary:

This Contract Amendment increases the contract compensation cap by \$50,000.00 from \$1,335,000.00 to \$1,385,000.00. This will allow for the execution of Supplemental #6 to Work Authorization #1 to add scope and fee for Addendum 1 and anticipated increase in construction phase services. This effort will be funded through the 2016 Road Bond Program [645-035].

Fiscal Impact:

Amount Requested: \$50,000.00

Line Item Number: 035-802-96-645.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$50,000 - Increase Engineering_Operating 035-802-96-645.5621_400

(\$50,000) - Decrease General Construction 035-800-96.5611_400

Auditor's Office:

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

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

New Revenue Y/N?: N/A

Comments:

Attachments

RM967Maintenance-BGE-Amendment03

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY PARTNERSHIP PROJECT:
RM 967 Maintenance (UPRR to IH35 SBFR) ("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Brown & Gay Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (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 \$1,335,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,335,000.00 to \$1,385,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Erin N. Gonzales
Signature

Erin N. Gonzales, PE
Printed Name

Director of Transportation
Title

5/15/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
5/17/2023



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

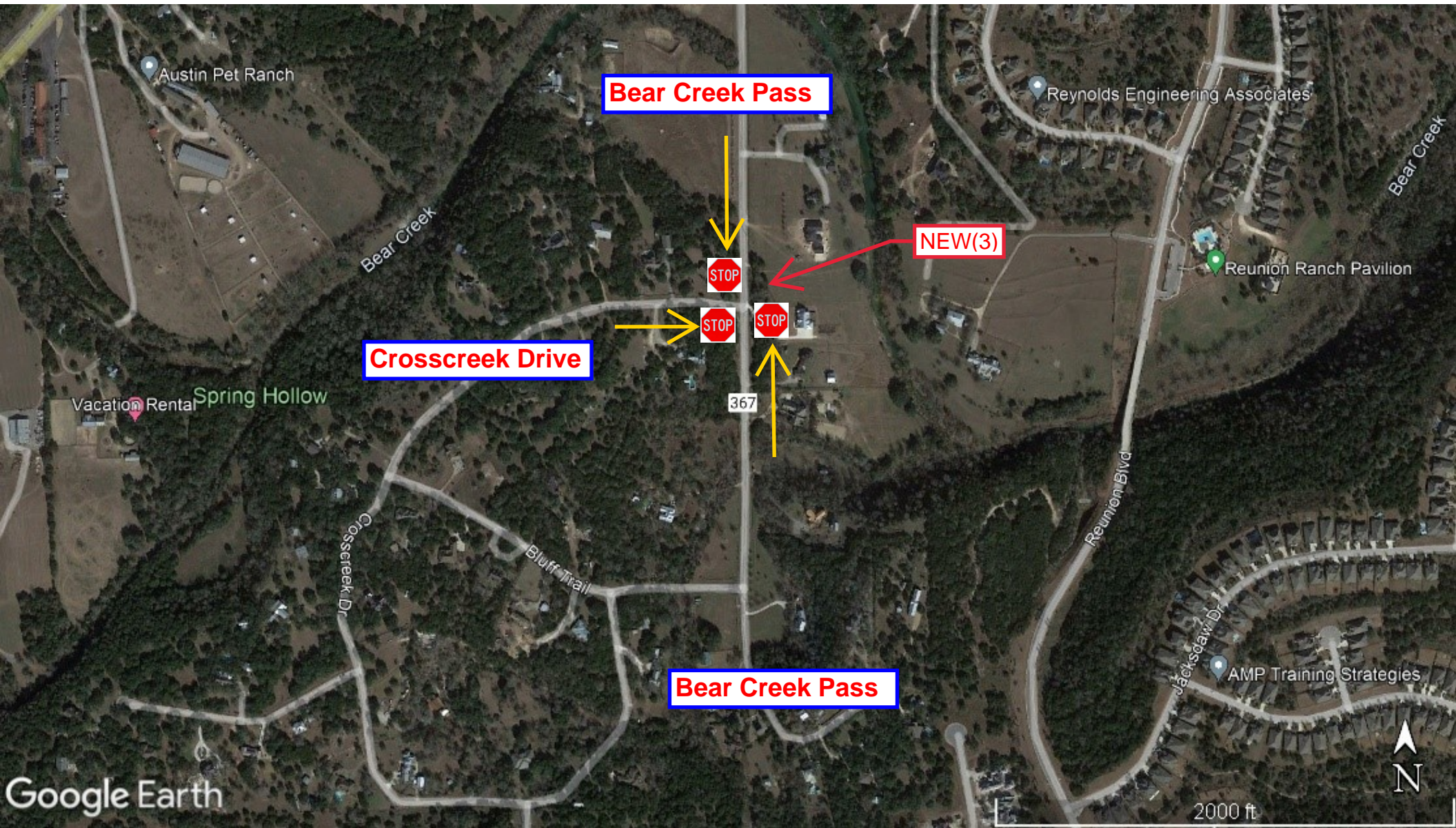
Discussion and possible action to call for a public hearing on June 6, 2023, to establish a 3-way stop at the intersection of Crosscreek Drive and Bear Creek Pass. **SMITH/BORCHERDING**

Summary

In response to a request from the Bear Creek Estate HOA, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Bear Creek Pass.

Attachments

Bear Creek Pass Map





Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-1956-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat. **INGALSBE/PACHECO**

Summary

3-G Ranch Addition, Section 3, Lot 5, Replat is a proposed re-subdivision to create six (6) lots across 14.01 acres located along Three G Ranch Road and Niederwald Strasse in Kyle and Precinct 1. Property is located within the City of Niederwald extraterritorial jurisdiction. Water Utility will be accomplished by Goforth Water Supply Corporation. Wastewater Utility will be accomplished by Individual On-Site Sewage Facilities.

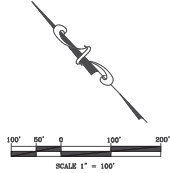
Attachments

Plat
Location Map
Cover Letter
Comment Letter

REPLAT

3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION

JULY 2022



SHEET INDEX:
SHEET 1: COVER
SHEET 2: SIGNATURE BLOCKS & PLAT NOTES

TOTAL AREA: 14.01 ACRES
TOTAL NUMBER OF LOTS: 6
AVERAGE LOT SIZE: 2.335 ACRES

OWNERS: SIMONE & MARK J GANGI
6301 NIEDERWALD STRASSE
KYLE, TEXAS 78640

SURVEYOR: ROY JOHN RONNFELDT, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 3520
AMERISURVEYORS
P.O. BOX 160369
SAN ANTONIO, TEXAS 78280

ENGINEER: SERGIO LOZANO-SANCHEZ, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 89158- STATE OF TEXAS
LOC CONSULTANTS CIVIL DIVISION, INC
2211 S. IH 35
AUSTIN, TEXAS 78741

LOC Consultants
1111 N. DALLAS ST. SUITE 100
DALLAS, TEXAS 75201
PHONE: 214.760.0000
FAX: 214.760.0001

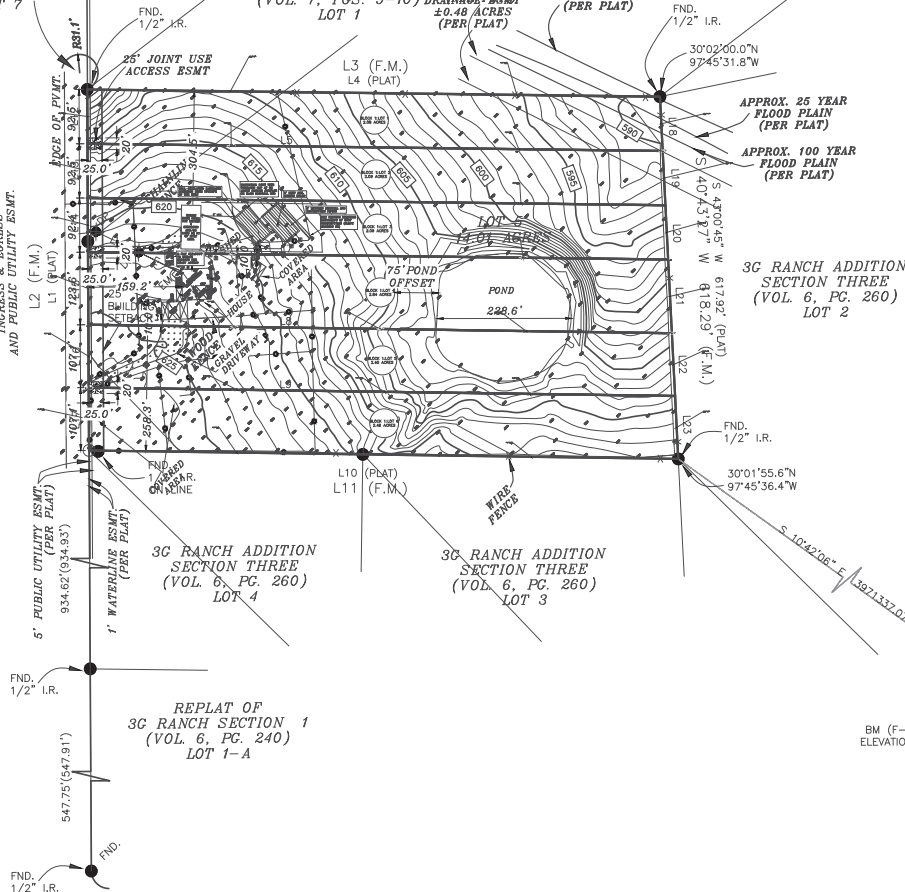
3G RANCH ADDITION
SECTION THREE
(VOL. 6, PG. 260)
LOT 7

3G RANCH ADDITION
SECTION FOUR
(VOL. 7, PGS. 9-10)
LOT 1

DRAINAGE ESMT
PROPOSED
DRAINAGE PLAT
±0.48 ACRES
(PER PLAT)

APPROX.
FLOOD WAY LINE
(PER PLAT)

THREE G RANCH RD.
(60' R.O.W. PROPOSED-PER PLAT)
INGRESS & EGRESS
AND PUBLIC UTILITY ESMT.



LINE	BEARING	DISTANCE
L1	N 45°37'30" E	356.08'
L2	N 43°18'09" E	356.16'
L3	S 45°39'24" E	976.31'
L4	S 43°17'30" W	975.63'
L5	N 45°39'24.30" W	980.58'
L6	N 45°39'24.30" W	984.86'
L7	N 45°39'24.30" W	989.08'
L8	N 45°32'47.34" W	994.85'
L9	N 45°33'06.22" W	999.38'
L10	N 43°12'45" W	1004.34'
L11	N 45°33'06" W	1004.52'
L12	N 43°22'48.08" E	92.51'
L13	N 43°22'48.08" E	92.51'
L14	N 43°21'06.25" E	92.41'
L15	N 43°18'36.50" E	123.64'
L16	N 43°18'17.92" E	107.11'
L17	N 43°18'09.19" W	107.12'
L18	S 40°44'18.61" W	92.68'
L19	S 40°45'10.39" W	92.68'
L20	S 40°41'43.17" W	92.59'
L21	S 40°41'34.31" W	125.79'
L22	S 40°43'29.63" W	107.22'
L23	S 40°43'24.04" E	107.33'

BM (F-11-3001)
ELEVATION = 634.54'

SHEET 2 OF 2
PLAT PREPARATION DATE: JULY 2022
APPLICATION SUBMITTAL DATE: 07/08/2022
PROJECT ID: PL-1004-22

REPLAT
3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION
JULY 2022

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

THAT I, SIMONE GANGI, OWNER OF 14.01 ACRES OF LAND OUT OF THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED AUGUST 1, 1994, AND RECORDED IN VOLUME 247, PAGES 259-260, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE 14.01 ACRES OF LAND OF THE OTIS G. EELS SURVEY, TO BE KNOWN AS 3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 20____.

SIMONE GANGI
6301 NIEDERWALD STRASSE
AUSTIN, TEXAS 78640
DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SIMONE GANGI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE 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

MY COMMISSION EXPIRES:

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK J. GANGI, OWNER OF 14.01 ACRES OF LAND OUT OF THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED AUGUST 1, 1994, AND RECORDED IN VOLUME 247, PAGES 259-260, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE 14.01 ACRES OF LAND OF THE OTIS G. EELS SURVEY, TO BE KNOWN AS 3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 20____.

MARK J. GANGI
6301 NIEDERWALD STRASSE
AUSTIN, TEXAS 78640
DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK J. GANGI, 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

MY COMMISSION EXPIRES:

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, 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 PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO
HAYS DEVELOPMENT SERVICES DIRECTOR
DATE

ERIC VANGAASBEEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

I, SERGIO LOZANO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRAGED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48208C0295F, EFFECTIVE DATE 9/1/2005 AND THAT EACH LOT CONFORMS TO THE CITY OF NIEDERWALD REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT CITY OF NIEDERWALD, WILLIAMSON COUNTY, TEXAS, THIS THE ____ DAY OF _____, 20____.

SERGIO LOZANO-SANCHEZ
REGISTERED PROFESSIONAL ENGINEER
NO. 89158 STATE OF TEXAS
DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

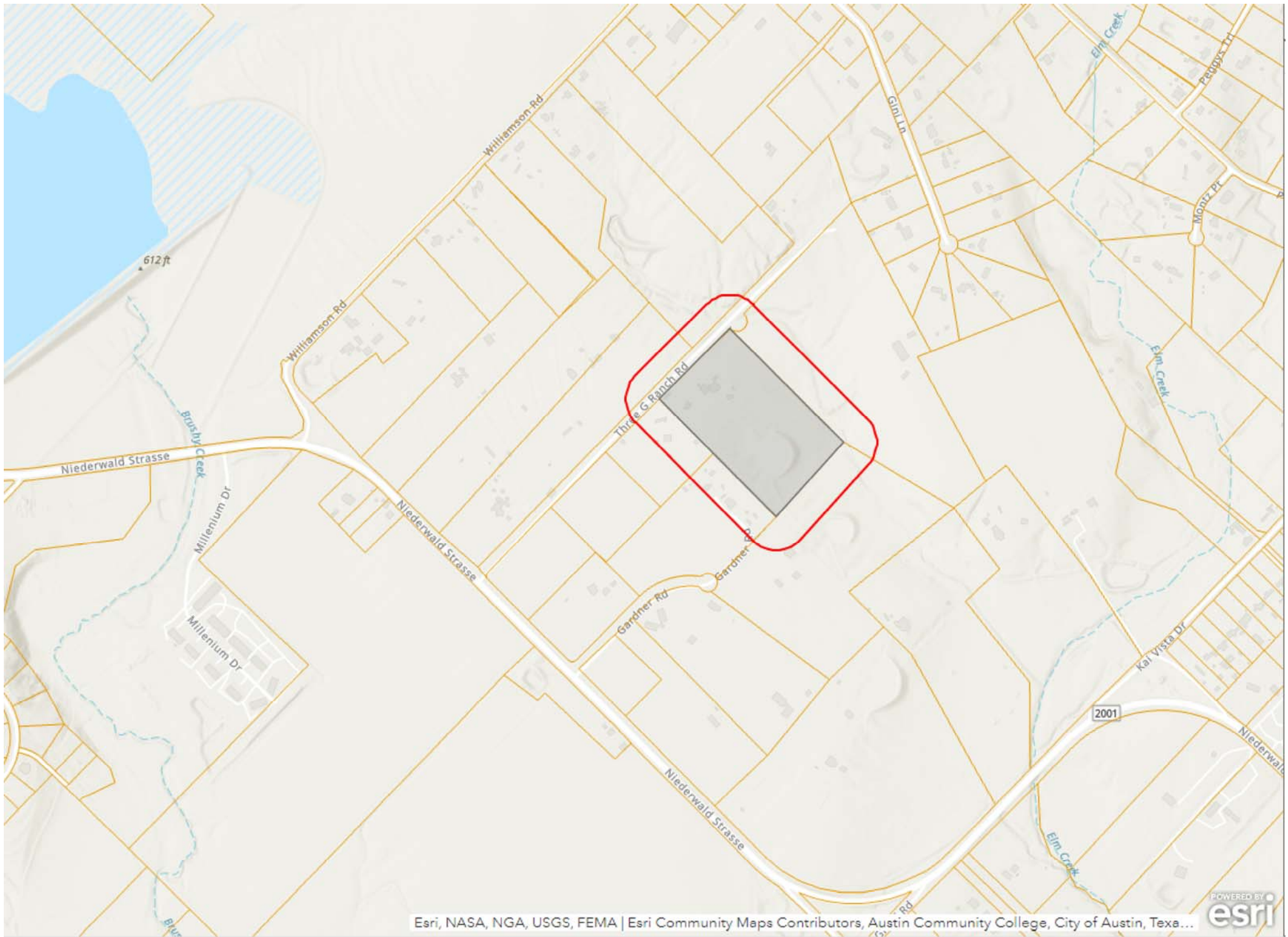
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS
CERTIFICATE OF RECORDING, TO-WIT: ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

GOFORTH WATER SUPPLY, CCN #11356, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

MARIO TOBAS
GOFORTH GENERAL MANAGER
DATE

GENERAL NOTES:

1. THERE ARE 6 TOTAL LOTS WITHIN THE SUBDIVISION, THE AVERAGE SIZE OF THE LOTS IS 2.335 ACRES. ALL LOTS ARE BETWEEN 2.00 AND 5.00 ACRES.
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAYS COUNTY SCHOOL DISTRICT.
3. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE AUSTIN COMMUNITY COLLEGE DISTRICT, CALDWELL HAYS COUNTY FIRE ESD #1, HAYS COUNTY ESD #9, PLUM CREEK CONSERVATION DISTRICT, AND PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
4. THE APPLICANT SHALL SEEK THE DESIGNATION OF ROADWAYS AS PRIVATE ROADWAYS.
5. 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 ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.
6. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 751.
7. WHEN REQUIRED, LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18".
8. WATER UTILITY SERVICE WILL BE PROVIDED BY GOFORTH WATER SUPPLY CORPORATION.
9. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
10. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY VERIZON.
11. GAS UTILITY SERVICE WILL BE PROVIDED BY _____.
12. EACH LOT SHOWN ON THE PLAT HAS ADEQUATE FRONTAGE TO ALLOW FOR COMPLIANCE WITH DRIVEWAY SPACING REQUIREMENTS.
13. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
14. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OR THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
15. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS.
16. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF NIEDERWALD'S EXTRA TERRITORIAL JURISDICTION.
17. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAN AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL #48209C0295F, DATED 9/1/2005.
18. THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION OF ALL WATER FEATURES IN ACCORDANCE WITH THE TERMS OF TCEQ TITLE 30 CHAPTER 213.3.
19. THE DEVELOPMENT OF THE PROPOSED SUBDIVISION IS NOT SUBJECT TO THE TCEQ EDWARDS AQUIFER REGULATIONS IN TCEQ TITLE 30 CHAPTER 213.
20. THE FILER OF THIS PLAT HAS SUBMITTED TO THE DEPARTMENT A WATER AND WASTEWATER SERVICE PLAN DESCRIBING HOW WATER AND WASTEWATER SERVICE WILL BE PROVIDED TO THIS SUBDIVISION.
21. EACH LOT SHOWN ON THE PLAT HAVE BEEN DESIGNED IN COMPLIANCE WITH THE HAYS COUNTY ON-SITE SEWAGE FACILITIES RULES.
22. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE-FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE, ONTO AND PHYSICAL ACCESS TO A PERMITTED STREET PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE-FAMILY RESIDENCE FOR PURPOSES OF THIS SUB-PARAGRAPH. THE HOMEOWNERS 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.
23. THE AREA IDENTIFIED AS RESERVED FOR FUTURE RIGHT-OF-WAY IS LOCATED WITHIN A PROPOSED FUTURE ROADWAY PER THE TRANSPORTATION PLAN OF HAYS COUNTY. ADDITIONAL INFORMATION REGARDING THIS AREA MAY BE OBTAINED FROM THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
24. THREE G RANCH ROAD IS CLASSIFIED AS A COUNTRY ROAD.
25. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
26. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.





Hays County Commissioners Court Agenda Request

Meeting Date: May 23rd, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-1956-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) 3-G Ranch Addition is a recorded subdivision located off of Three G Ranch Road and Niederwald Strasse in Kyle, lies within the City of Niederwald extraterritorial jurisdiction, and falls within Precinct 1.
- B) The proposed Replat of Lot 5 will create six (6) lots over 14.01 acres.
- C) Water utility will be accomplished by Goforth WSC. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth.

The application has no requested variances.

The actions remaining are to hold a public hearing and seek Commissioners Court final determination based on staff recommendation.

Staff recommends Disapproval due to the outstanding deficiencies as provided in the Comment Letter.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

Planning Review Comment Letter

Owner Information:

Simone Gangi

6301 Niederwald Strasse, Kyle TX 78640

simone@allstreetsrealty.com

Date: 5/17/2023

Project ID: PLN-1956-PC

Application Type: Replat/Revision

Application Status: Technical Review

To whom it may concern,

Hays County staff has conducted its review for the above Application. In accordance with Texas Local Government Code, Chapter 232, all comments/deficiencies are outlined below. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

9-1-1 Street Name Review

1. 911 Technical review approved 4/26/2023

Digital Data Review

1. The comments below refer to the "XREF -Lot Layout.dwg" file.

The digital data is denied due to the following:

Per Hays County Digital Data Submission Standards, Section 4.1, need to add at least two ground control points (GCPs) on at least two exterior corners of the overall proposed subdivision being platted. The GCPs shall be tied to a published (Hays County, LCRA, NGS) control point with appropriate annotation of the benchmark identification.

Need to clean up lot polygons. There are currently two polygons for each lot, there should only be one for each lot.

Need to clean up lot-related layers. There are currently multiple polygon/polyline layers with names related to lots ("PARCEL TXT," "PARCEL BNDRY," "Lot Boundary," "LOT LINES").

Make sure the only polygons/polylines in a lot-related layer are the six lots being platted. Nothing else should have a lot-related layer name.

Need to add block/lot annotation for each lot.

You can find our most up-to-date Digital Data Submission Standards here: <https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

Floodplain Technical Review

1. Plat note 17, Firm Panel date is September 2, 2005, not September 1, 2005.
2. Hays County Best Available Floodplain Data should be used in unstudied Zone A Floodplain.
725 3.07(A) Regulatory floodplains (identified as Areas of Special Flood Hazard) and Regulatory Floodways may be defined based on available mapping.

On-Site Sewage Facility (OSSF) Review

1. Utility Notes should include a note on how Wastewater Utility will be provided.



Hays County Development Services

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(P) 512-393-2150 / www.hayscountytexas.com

Planning Review

1. Per Hays County Development Regulations Chapter 705 § 5.01 (C) General Information:

Include a note stating the total number of Lots within the proposed subdivision, 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.

2. Per Hays County Development Regulations Chapter 705 § 5.01 (F) General Information:

Names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision.

Include owner names and verify the correct lot numbers for contiguous owners including those on the opposite side of Three G Ranch Road.

3. Please clean up the exhibit for the lot layout to be able to clearly see the right-of-way and other required measurements or include an inset map so frontage, setbacks, utility easements, etc. can be clearly seen.

There is also a drainage easement note that appears to be overlapping another note.

The contours in the exhibit can be removed and noted as a separate plat note, which may help clear up some of the clutter.

Any existing structure exhibits can be removed as they should already be included in the Facility Planning Report.

4. Per Hays County Development Regulations Chapter 705 § 5.01 (B) General Information:

The boundary lines and total acreage of the Original Tract, the Subject Property and the proposed Subdivision.

Please include an inset showing the original property configuration.

5. Per Hays County Development Regulations 705 § 5.03 (A) Roadway and Right-of-Way

Information: Location, length and right-of-way widths of all proposed roadways and a depiction of how all proposed roadways shall connect with previously dedicated, platted or planned roadways within the vicinity of the Subdivision.

See note regarding clarity and clutter.

6. Per Hays County Development Regulations Chapter 705 § 8.01 (D) General Information: Lot and block numbers for each Lot.

Lot numbers for proposed lots are nearly impossible to view without zooming in. These should be viewable at normal scale on PDF or Physical Plat.

See note regarding clarity and clutter.

7. Per Hays County Development Regulations Chapter 705 § 8.01 (F) General Information: The building setback lines from Regulated Roadways identified in Chapter 721.

See Table 721.02 of the Hays County Development Regulations to determine the front building setback lines off roadway based on the roadway classification.

8. Per Hays County Development Regulations Chapter 705 § 8.03 (B) Roadway and Right-of-Way Information: Total area of all rights-of-way proposed for dedication.

Need to see full extent of Three G Ranch Road right-of-way width and frontage calculations.

[See note regarding clarity and clutter.](#)



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

9. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and

Certifications: Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Please use the following format for the Hays County Water/Wastewater Certification Block signature blocks:

Marcus Pacheco
Director
Hays County Development Services

Eric Van Gaasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

10. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:

Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

In the Hays County Commissioners Court Approval Block, change "Book/Page" to "Instrument Number".

11. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:

Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Insert the following Hays County Clerk Approval Block:

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20__, at _____ o'clock _____ m., in the plat records of Hays County, Texas, in Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20__.

12. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:

Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

If no Shared Access Driveways are being proposed, please remove General Note #22.

13. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:

Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Ensure all year mentions reflect the current year or "20__" format. Top of Page 2 references 2022.

14. Per Hays County Development Regulations Chapter 705 § 4.02 Fees:

Fees for Applications for Subdivisions shall be based on the number of lots and shall be as established by the Commissioners Court.

Fees for Replat lot count and public notification for public hearing have yet to be received.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

15. Per Hays County Development Regulations Chapter 701 § 9.03 Documentation: No documentation received by Hays County confirming notice was accomplished as outlined in Chapters 701 § 9.04 and 705 § 12.03 - Posted Notice.

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,

Colby Machacek
Planning Division
Hays County Development Services



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the County Judge to execute a Development Agreement for Mission Oaks Condominiums between Hays County, Davy Crockett Estates, LLC, and Lang Family Ranches L.P. **SMITH**

Summary

The proposed Development Agreement will serve to exempt the Mission Oaks Condominium Regime and its Units from platting requirements outlined in the Hays County Development Regulations, while ensuring that development standards from our regulations are met.

Attachments

Development Agreement

**DEVELOPMENT AGREEMENT
FOR
MISSION OAKS CONDOMINIUMS**

among

Hays County, Texas, a political subdivision of the State of Texas;

Davy Crockett Estates, LLC,

a Texas limited liability company; and

Lang Family Ranches L.P., a Texas limited partnership

**DEVELOPMENT AGREEMENT
FOR
MISSION OAKS CONDOMINIUMS**

This Development Agreement for Mission Oaks Condominiums (this “**Agreement**”) is entered into as of the ____ day of _____, 20____ by and among Hays County, Texas, a political subdivision of the State of Texas (the “**County**”), Davy Crockett Estates, LLC, a Texas limited liability company (“**Davy Crockett**”), and Lang Family Ranches L.P., a Texas limited partnership (“**Lang**”). The County, Lang, and Davy Crockett are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Davy Crockett intends to record a condominium declaration, as permitted by Chapter 82 of the Texas Property Code (the “**Declaration**”) on the property located in Hays County, Texas, as more particularly described on Attachment 1 attached hereto (the “**Property**”). The Declaration will establish the Mission Oaks Condominiums (the “**Regime**”).

B. The Declaration requires creation of a Texas nonprofit corporation as the home owners’ association formed to administer the Regime (the “**Association**”).

C. Davy Crockett, Lang and the County wish to enter into this Agreement to provide an alternative to the County’s typical regulatory process for development in order to promote state and local development and to stimulate economic activity in the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, Davy Crockett, Lang and the County hereby agree as follows:

1. Regime Defined. The Regime is anticipated to consist of common elements (“**Common Elements**”) and approximately twenty-eight (28) individual single-family condominium units (individually, a “**Unit**”, and collectively, the “**Units**”), generally in the configuration shown on Attachment 2 (the “**Condominium Plat**”).

2. Number of Units. The maximum number of Units permitted in the Regime is thirty-five (35). Accordingly, Davy Crockett is permitted to create seven (7) additional Units within the Regime by adding land to the Regime, and reconfiguring the Units and/or Common Elements; provided, however, each Unit in the Regime must be at least one (1) acre in size. In the event Davy Crockett elects to create additional Units within the Regime, this Agreement shall be amended or supplemented in accordance with Section 7 to include an updated Condominium Plat, showing the reconfigured Units and Common Elements. The updated Condominium Plat shall be delivered to County (Development Services) pursuant to Section 7, below. The Declaration will restrict the Units to single-family residential use.

3. **Development Standards.** Streets, driveways, sidewalks, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Property to be constructed by Davy Crockett will be constructed substantially in accordance with applicable law, including without limitation, the Hays County Fire Code, and the Hays County Development Regulations, and any other applicable regulatory development standards. Without limiting the generality of the foregoing sentence, Davy Crockett hereby agrees as follows:

- i. **Roadways and Drainage.** Drainage improvements and any public and/or private roadways shall substantially comply with the Hays County's Specifications for Roadway Design, Paving, and Drainage Improvements, as set forth in Chapters 721 and 725 of the Hays County Development Regulations, and may, without obligation, include design elements that exceed such requirements. A portion of the Property is located within a designated 100 year flood plain as delineated on the Flood Insurance Rate Map Panel No. 48209C 0128F, with an effective date of September 5, 2005, as prepared by the Federal Emergency Management Agency. The Parties recognize that, prior to the construction of residences or other structures on Units within the Property, Unit owners will be required to seek and obtain a flood plain permit from Hays County.
- ii. **Private Driveways.** The Regime is anticipated to include private drives (whether one or more, the "**Private Drive**") providing access to and from the Units and/or Common Elements and the public right-of-way. Any Private Drive will be maintained by the Unit owner(s) and/or the Association and in no event will any Private Drive be dedicated to or maintained by the County. Davy Crockett agrees that it will need to obtain a driveway permit for any access from the development onto a County roadway. Although it is not anticipated that Davy Crockett will need to obtain a driveway permit for a driveway onto a roadway maintained by the State of Texas, Davy Crockett agrees that Hays County has no authority to grant driveway permits onto roadways maintained by the State of Texas, which is the responsibility of the Texas Department of Transportation (TXDOT). The Private Drive shall be constructed in accordance with the design specifications, as set forth in Chapters 721 of the Hays County Development Regulations, and set forth on Attachment 3 attached hereto. Primary access to the Regime will be provided from the right-of-way known as Davy Crockett Drive, as shown on the Condominium Plat. In the event Davy Crockett elects to create additional Units pursuant to Section 2 of this Agreement, and creation of the additional Units will require secondary access to the Regime to comply with applicable law, Davy Crockett shall provide for secondary access to the Regime in accordance with applicable law and this Agreement, in addition to delivering the modified Condominium Plat to County (Development Services) pursuant to Section 7, below.

- iii. Water Service. Water service to the Property will be provided by the West Travis County Public Utility Agency and its successors. Letters from this entity indicating that they will serve Mission Oaks Condominiums shall include service of the maximum number of Units allowable under this Agreement, and such letter(s) shall be provided to the County by Davy Crockett. Notwithstanding anything in this *Section 3(iii)* to the contrary, and until West Travis County Public Utility Agency and its successors is able to provide water service to all Units shown on the Condominium Plat, Davy Crockett may install and construct no more than four (4) wells and utilize one (1) existing well, and each well may serve one or more Units not to exceed five (5) Units. Installation of any well permitted by this Agreement is subject to compliance with applicable regulations pertaining thereto, including those promulgated by a groundwater conservation district. In addition, Davy Crockett will provide written notice to the County as to the Unit or Units served by one or more wells prior to conveying such Unit(s) to a third-party. Such notice will identify the Unit by notation on the Condominium Plat. In addition, there is a 4" water line at the Property which is available for water service from West Travis County Public Utility Agency. The 4" water line may serve up to two (2) Units subject to the approval of West Travis County Public Utility Agency. Davy Crockett will provide written notice to the County as to the Unit or Units served by the 4" water line prior to conveying such Unit(s) to a third-party. If one or more Units are served by the existing 4" water line, the acreage included within the boundary of the Unit(s) so served will be reduced for the purpose of calculating the number of wells permitted hereunder, with the number of wells permitted being no more one (1) well for each six (6) acres of Property shown on the Condominium Plat, less the number of acres within each Unit served by the existing 4" water line.
- iv. Conversion to WTCPUA Water. At such time as West Travis County Public Utility Agency is able to actually provide water service to all Units on the Condominium Plat, Davy Crockett shall cap all wells that then serve individual Units, and water service shall be provided by West Travis County Public Utility Agency in lieu of such wells. Only after Davy Crockett has capped all wells serving individual Units, and provided Hays County with written notice of such, may Davy Crockett then market and/or sell more Units that the maximum of 7 Units described in *Section 3(iii)*, above.
- v. Wastewater Service. Each Unit will be served by a private on-site sewage facility serving the Unit (each, a "**Wastewater System**"). The capacity of each Wastewater System shall not exceed 4,999 gallons per day and shall be constructed in accordance with applicable law, including the TCEQ and Hays County, Texas rules and regulations and Texas Administrative Code, Title 30, Chapter 285, and each Wastewater System will be maintained by the Association in accordance with applicable law. The Parties agree that industry

standards shall require construction of Wastewater Systems that feature advanced, and not conventional, treatment and/or disposal.

- vi. Impervious Cover. Davy Crockett may develop the Regime with an impervious cover percentage that does not exceed the percentage of impervious cover permitted within the Property pursuant to applicable law and TCEQ requirements, including without limitation, a contributing zone plan for the Property. Davy Crockett shall have the right to apportion impervious cover limits on a Unit-by-Unit or use-by-use basis. Davy Crockett may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded.
- vii. Additional Development and Use Standards. In addition to the foregoing, the Property shall be developed and used in accordance with the standards and restrictions set forth on Attachment 4, attached hereto.

A portion of the Property is within the extraterritorial jurisdiction of the City of Austin, Texas (the “City”), and the City may hereinafter be the reviewing authority for certain applications pertaining to development of the Property. The County hereby acknowledges and agrees that for any improvements or other matters for which the City is the reviewing authority: (a) the County will accept the City’s approval of any such improvements or matters; and (b) the County may not require Davy Crockett to submit any additional applications to the County. For a permit or application pertaining to the development of the Property, the County’s approval of the permit or application shall not be conditioned on the City’s approval of such permit or application.

4. Maintenance of Improvements. The Property includes or is anticipated to include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are or will be inspected, maintained and administered by the Association. The Parties agree that the facilities and Wastewater System maintained by the Association will not be dedicated to or maintained by the County. All other improvements within the Regime shall be maintained by the Unit owner(s) and/or the Association.

5. Permits and Approvals. The County acknowledges and agrees the Units may be conveyed by Davy Crockett as unimproved Units, i.e., without any residential improvements constructed thereon. The County agrees it will not withhold 911 addressing, development permits, driveway permits, Wastewater System approval, or any other permit or approval necessary for construction or occupancy of improvements within the Property, including any Unit or Common Elements, so long as Davy Crockett is in compliance with this Agreement and the applicant complies with all other regulatory items applicable to the Property or for obtaining the necessary permit or approval. In furtherance of the foregoing provision, the County acknowledges and agrees Lot 8 of Silver Spur Ranchettes, Section Two (as more particularly described on Attachment 1) (“Lot 8”), is a legally platted lot and to the extent necessary or

required to give effect to this Agreement, the County grants Davy Crockett an exemption from any requirement to prepare, obtain County approval for, and file in the Official Public Records of Hays County, Texas, a subdivision plat for Lot 8 showing the configuration of the Units. Davy Crockett shall re-plat or subdivide Lot 5 of Bear Creek Oaks, Section III (as more particularly described on Attachment 1) ("**Lot 5**") in accordance with the Village of Bear Creek's subdivision requirements, and obtain required approval for the subdivision plat for Lot 5 from the Village of Bear Creek, Texas, prior to imposing the Declaration on Lot 5.

6. **Term.** This Agreement shall be binding upon the Parties, their successors and assigns commencing on the Effective Date (hereinafter defined) and continuing until twenty (20) years thereafter, unless earlier terminated in accordance with this Agreement. As of the date first set forth above, Lang is the owner of the Property. It is anticipated that on or about the date hereof, Lang will convey the Property to Davy Crockett. Notwithstanding any term or provision herein to the contrary, this Agreement shall be effective as of the date Davy Crockett or its assignee or affiliate acquires title to the Property (the "**Effective Date**"). From and after the Effective Date, this Agreement runs with the land and inures to the benefit of the current and future owners of any interest in all or any part of the Property, and is binding upon all current and future owners of any interest in all or any part of the Property, including without limitation, Davy Crockett. The Parties agree and recognize that, from and after the Effective Date, Lang shall have no rights or obligations, nor be subject to any liabilities, pursuant to this Agreement.

7. **Supplement or Amendment and Approval Process.** On or before the Effective Date, this Agreement may only be modified, amended or terminated by a written agreement executed by the Parties. After the Effective Date, this Agreement may only be modified, amended or terminated by a written agreement executed by the County and Davy Crockett.

- i. **Role of County's Staff.** Any items requiring the County's consent hereunder shall be submitted for approval to the Director of Development Services and/or the Director of the applicable County office for Hays County, Texas (the "**Director**"). Signed authorization from the applicable Director shall be binding on the County.
- ii. **Supplement or Amendment.** In the event Davy Crockett elects to create additional Units, Davy Crockett shall provide the updated supplement, which will include the modified Condominium Plat, to the Director for approval, which approval will not be unreasonably withheld, conditioned, or delayed so long as Davy Crockett and the Condominium Plat are in compliance with this Agreement and applicable law.
- iii. **Timing of Approval.** The Director will review all submittals for development of the Property within thirty (30) days of Davy Crockett's submittal. Within the thirty (30) day review period, the Director will either approve the submittal in writing, or, if not approved, provide written comments to Davy Crockett specifying in detail the changes required to obtain the Director's approval. In

the event the Director does not approve the submittal, the Director will have fifteen (15) days after receipt of a revised submittal addressing the Director's requested changes to either approve the revised submittal in writing, or, if not approved, specify in writing with particularity, the requested changes Davy Crockett did not adequately address. The fifteen (15) day review period will apply to any re-submittal revised to incorporate the Director's requested changes. The Director's failure to approve or disapprove submissions within the stated timeframes as provided herein shall be deemed to constitute the Director's approval of such submissions.

8. **Assignment.** From and after the Effective Date, this Agreement, and the rights and obligations of Davy Crockett hereunder, may be assigned in writing by Davy Crockett in whole or in part. A copy of the assignment document must be delivered to the County. Upon any such assignment, Davy Crockett will be released of any further obligations under this Agreement as to any obligations assigned to and assumed by the assignee.

9. **Default.** If either Party defaults in its obligations under this Agreement, the non-defaulting Party must, prior to exercising a remedy available to the non-defaulting Party under this Agreement, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

10. **Remedies.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement and applicable law. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

11. **Certificate of Compliance.** Within fourteen (14) days of written request given by Davy Crockett to the County requesting a statement of compliance with this Agreement, the County will execute and deliver to Davy Crockett a statement certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (ii) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (iii) any other information that may be reasonably requested by Davy Crockett. The County acknowledges and agrees that the Director shall have the authority to issue a certificate of compliance on behalf of the County in accordance with this Section 11.

12. **Notice.** All notices, demands or other communications of any type given by a Party to the other Party pursuant to this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email

with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the Party to whom the same is addressed, and such notices shall be addressed as follows:

To the County:

Director of Development Services - Hays County, Texas
Attn: Marcus Pacheco (or successor)
2171 Yarrington Road
Kyle, Texas 78640
Email: marcus.pacheco@co.hays.tx.us

With copy to:

Office of General Counsel – Hays County, Texas
Attn: Mark Kennedy (or successor)
111 E. San Antonio St. Ste. 202
San Marcos, Texas 78666
Email: mark.kennedy@co.hays.tx.us

To Davy Crockett:

Davy Crockett Estates, LLC
Attn: John Pena
101 South Main Street
Pomona, CA 91766
Email: jp@jpgroupla.com

With copy to:

Robert D. Burton, Esq.
401 Congress Ave., Suite 2100
Austin, Texas 78704
Email: rburton@winstead.com

To Lang:

Lang Family Ranch, L.P.
Attn: Carl Lang
625 Weatherby Rd.
Harper, TX 78631
Email: langranches@gmail.com

With copy to:

DuBois, Bryant & Campbell LLP
Attn: E. Scott Lineberry
303 Colorado, Suite 2300
Austin, TX 78701
Email: slineberry@dbcllp.com

Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices.

13. Written Notice. Davy Crockett and the County agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court and/or Davy Crockett notified affected political subdivisions and the owners of Contiguous Properties through written notice, including (A) a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity, (B) a general description of the nature of the proposed development, including identification of Davy Crockett and a general description of the nature of the activities being considered by the Development Agreement, (C) any variances or exemptions from Hays County Development Regulations being considered in the Development Agreement, and (D) the date on which the Commissioners Court will consider the Development Agreement.

14. Published Notice. The County and Davy Crockett agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, notice was published in compliance with Chapter 701, Section 9.09 of the Hays County Development Regulations, citing the information contained in Section 13, above.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

16. Time of the Essence. It is expressly agreed by the Parties that time is of the essence with respect to this Agreement and any aspect thereof.

17. **Attorneys' Fees.** In the event either Party commences litigation against the other to enforce its rights hereunder, the substantially prevailing Party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation, including the cost of in-house counsel and any appeals.

18. **Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

19. **Development Fees.** The Parties agree that the Davy Crockett will pay a fee of four hundred dollars (\$400.00) for each Unit created by the Declaration and one hundred dollars (\$100.00) as a one-time application fee, which payment will be made to the County when the Declaration is filed. The foregoing fees do not include any additional fees relating to individual permitting of the development for each Unit, on-site septic system permits, or fire marshal/transportation permit fees.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

DAVY CROCKETT:

DAVY CROCKETT ESTATES, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me this ____ day of _____, 20____
by _____, _____ of Davy Crockett Estates, LLC, a Texas limited
liability company, on behalf of said company.

(SEAL)

Notary Public Signature

[SIGNATURE PAGES CONTINUE]

LANG:

LANG FAMILY RANCHES L.P.,

a Texas limited partnership

By: Lang Family Ranches GP, L.L.C.,
its General Partner

By: _____

Carl R. Lang
Manager

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2023
by Carl R. Lang, Manager of Lang Family Ranches GP, L.L.C., a Texas limited liability company
and the General Partner of Lang Family Ranches L.P., a Texas limited partnership, on behalf of
said limited liability company and limited partnership.

(SEAL)

Notary Public Signature

[SIGNATURE PAGES CONTINUE]

THE COUNTY:

HAYS COUNTY, TEXAS,

a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20____
by _____ of Hays County, Texas, a political subdivision of
the State of Texas, on behalf of said entity.

(SEAL)

Notary Public Signature

ATTEST: _____

Dr. Elaine Cardenas, MBA, PhD

Hays County Clerk

ATTACHMENT 1
PROPERTY

Lot 8, Silver Spur Ranchettes, Section Two, a subdivision in Hays and Travis Counties, Texas, according to the plat recorded in Volume 191, Page 196, Official Public Records of Hays County, Texas, and in Volume 15, Page 29, Official Public Records of Travis County, Texas; and

Approximately 5.06 acres of land out of the Richard Hailey Survey, Abstract No. 224, in Hays County, Texas, also known as Lot 5, Bear Creek Oaks, Section III, an unrecorded subdivision in Hays County, Texas, being the same property more particularly described as Tract I in the Warranty Deed recorded in Vol. 1120, Page 715, Official Public Records of Hays County, Texas, and by metes and bounds as follows:

~~Beginning at an iron pin found at the most Southerly Southeast corner of Lot 8 of Silver Spur Ranchettes, a subdivision in Travis and Hays Counties, Texas, as recorded in Plat Book 15, Page 29 of the Travis County Plat Records and in Book 191, Page 196 of the Hays County Deed Records, said point being also the Northeast corner of the above described Harvey tract of land, for the Northeast corner and place of beginning hereof;~~

~~THENCE South 00 degrees 24 minutes 07 seconds West 700.72 feet to an iron pin found in the centerline of a 50 foot road easement described as Road "A" in Volume 328, Page 358 and amended in Volume 331, Page 587 of the Hays County Deed~~

~~Records for the Southeast corner hereof;~~

~~THENCE with the centerline of said 50 foot road easement, the following four (4) calls:~~

~~With a curve to the right, whose central angle is 5 degrees 17 minutes 40 seconds, radius is 1245.87 feet, and whose long chord bears North 81 degrees 43 minutes 50 seconds West 115.09 feet to an iron pin found at a point of non-tangency;~~

~~North 79 degrees 03 minutes 37 seconds West 92.72 feet to an iron pin found at a non-tangent point of curve to the right;~~

~~With said curve to the right, whose central angle is 7 degrees 14 minutes 42 seconds, radius is 790.02 feet, and whose long chord bears North 75 degrees 28 minutes 13 seconds West 99.83 feet to an iron pin found at a point of non-tangency;~~

~~North 71 degrees 50 minutes 31 seconds West 41.31 feet to an iron pin found for the Southwest corner hereof;~~

~~THENCE North 03 degrees 15 minutes 32 seconds East 25.88 feet pass an iron pin found and continuing with the same course for total distance of 637.78 feet to in iron pin found approximately 4.4 feet North of the South line of Lot 8 of the above described Silver Spur Ranchettes Section 2, for the Northwest corner hereof, from which point the most Westerly Northwest corner of the above described Pittenger 161.50 acre tract of land is called to bear North 88 degrees 57 minutes 29 seconds West 651.22 feet and North 89 degrees 45 minutes 24 seconds West 891.35 feet;~~

~~THENCE South 86 degrees 29 minutes 54 seconds East 309.58 feet to the place of beginning and containing 5.06 acre of land, more or less.~~

DEVELOPMENT AGREEMENT
MISSION OAKS CONDOMINIUMS

ATTACHMENT 2

CONDOMINIUM PLAT

[ATTACHED]

EXHIBIT "A"

MISSION OAKS CONDOMINIUMS

(CONDOMINIUM PLATS AND PLANS)

GENERAL NOTES:

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE DECLARATION OF CONDOMINIUM FOR MISSION OAKS CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE PLATS AND PLANS OF THE REGIME.

2. OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.

3. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT PERMITTED BY THE TEXAS UNIFORM CONDOMINIUM ACT (THE "ACT") AND THE DECLARATION, INCLUDING THE ADDITION OF REAL PROPERTY TO THE REGIME, WHICH PROPERTY MAY BE ADDED AS UNITS, GENERAL COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS; (iii) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) USE UNITS OWNED OR LEASED BY DECLARANT AS MODELS, STORAGE AREAS, AND OFFICES FOR THE MARKETING, MANAGEMENT, MAINTENANCE, CUSTOMER SERVICE, CONSTRUCTION, AND LEASING OF THE PROPERTY; (v) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DEFINED IN THE DECLARATION) CONSISTENT WITH THE ACT. FOR PURPOSES OF PROMOTING, IDENTIFYING, AND MARKETING OF THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AN EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTION, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATION UNDER THE ACT AND THE DECLARATION.

SURVEY NOTES:

1. BEARINGS, DISTANCE & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)-HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS SOUTH CENTRAL ZONE", UTILIZING NGS CORRS/CORPUS SOLUTION.

2. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTL5"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	608.18'	24.53'	24.53'	N 56°39'23" W	2°18'41"	12.27'
C2	608.18'	133.37'	133.10'	N 64°05'39" W	12°33'51"	66.95'
C3	608.18'	131.56'	131.31'	N 76°34'24" W	12°23'40"	66.04'
C4	608.18'	50.67'	50.66'	N 85°09'27" W	4°46'25"	25.35'
C5	170.00'	61.36'	61.02'	S 77°12'18" E	20°40'44"	31.02'
C6	170.00'	28.02'	27.99'	S 62°08'34" E	9°26'43"	14.04'
C7	71.00'	57.07'	55.54'	N 09°43'31" W	46°03'13"	30.18'
C8	423.47'	261.16'	257.04'	N 37°00'34" W	35°20'08"	134.86'
C9	363.47'	154.35'	153.19'	N 42°30'42" W	24°19'53"	78.36'
C10	363.47'	189.43'	187.29'	N 15°24'56" W	29°51'38"	96.92'
C11	8.00'	13.38'	11.87'	N 13°05'59" W	95°48'35"	8.86'
C12	573.34'	142.06'	141.69'	N 39°13'51" E	14°11'47"	71.39'
C13	270.53'	16.05'	16.05'	S 44°23'11" W	3°23'58"	8.03'
C14	270.53'	102.35'	101.74'	S 31°50'56" W	21°40'34"	51.79'
C15	25.00'	19.66'	19.15'	N 43°32'05" E	45°02'53"	10.37'
C16	65.00'	27.44'	27.24'	S 53°57'48" W	24°11'28"	13.93'
C17	65.00'	67.53'	64.53'	S 12°06'20" W	59°31'29"	37.17'
C18	65.00'	43.81'	42.99'	S 36°57'57" E	38°37'04"	22.77'
C19	65.00'	67.13'	64.18'	S 85°51'59" E	59°10'19"	36.90'
C20	65.00'	115.89'	101.14'	N 13°28'40" E	102°09'04"	80.49'
C21	25.00'	23.74'	22.86'	S 10°23'30" E	54°24'46"	12.85'
C22	25.00'	3.60'	3.60'	S 20°58'33" W	8°15'19"	1.80'
C23	210.53'	77.11'	76.68'	S 35°33'44" W	20°59'03"	38.99'
C24	633.34'	57.35'	57.33'	N 43°43'20" E	5°11'18"	28.70'
C25	633.34'	98.00'	97.90'	N 36°41'43" E	8°51'56"	49.10'
C26	25.00'	39.42'	35.46'	S 79°58'55" W	90°21'14"	25.15'
C27	548.18'	253.92'	251.66'	N 74°16'28" W	26°32'23"	129.28'
C28	223.41'	62.24'	62.04'	S 02°34'14" E	15°57'44"	31.32'
C29	285.06'	52.81'	52.73'	S 59°21'39" W	10°36'50"	28.48'
C30	285.06'	78.83'	78.58'	S 48°07'52" W	15°50'43"	39.57'
C31	285.06'	88.24'	88.87'	S 29°14'25" W	17°56'12"	44.99'
C32	170.00'	86.68'	85.74'	N 39°43'53" E	29°12'47"	44.30'
C33	230.00'	57.27'	57.12'	S 47°12'17" W	14°15'59"	28.78'
C34	230.00'	48.51'	48.42'	S 34°01'44" W	12°05'07"	24.35'
C35	25.00'	29.88'	28.14'	N 62°13'52" E	68°29'23"	17.02'
C36	65.00'	31.90'	31.58'	S 82°25'01" W	28°07'04"	16.28'
C37	65.00'	89.75'	82.79'	S 28°48'06" W	79°08'47"	53.69'
C38	65.00'	38.95'	38.57'	S 27°55'13" E	34°19'50"	20.08'
C39	65.00'	156.88'	121.41'	N 65°51'39" E	138°06'26"	169.81'
C40	25.00'	13.60'	13.44'	S 12°23'48" W	31°10'44"	6.98'
C41	170.03'	52.05'	51.85'	S 36°41'57" W	17°32'24"	26.23'
C42	170.03'	26.15'	26.12'	S 50°02'45" W	8°48'42"	13.10'
C43	230.03'	122.18'	120.75'	N 39°09'05" E	30°25'53"	62.57'
C44	230.03'	18.02'	18.01'	N 21°27'34" E	4°29'17"	9.01'
C45	170.00'	16.93'	16.92'	N 22°16'18" E	5°42'23"	8.47'
C46	225.06'	168.81'	164.88'	S 41°52'02" W	42°58'34"	88.60'

LINE	BEARING	DISTANCE
L1	S 87°32'40" E	37.44'
L2	S 12°41'16" W	74.66'
L3	S 03°45'48" E	75.47'
L4	S 56°25'49" E	57.72'
L5	S 50°59'42" E	41.67'
L6	N 39°10'41" E	50.17'
L7	S 30°35'18" W	59.98'
L8	N 87°32'40" W	44.24'
L9	S 54°50'26" E	13.07'
L11	N 54°50'26" W	38.99'
L12	N 00°13'28" W	71.75'
L13	S 88°29'53" E	103.72'
L14	N 34°48'18" E	34.10'
L15	S 34°48'18" W	18.25'
L18	N 51°09'53" E	29.69'
L19	N 28°46'40" E	13.52'
L20	N 19°51'45" W	35.83'
L21	N 19°25'06" E	9.32'
L22	N 54°20'16" E	43.42'
L23	N 27°59'10" E	67.64'
L24	S 27°59'10" W	104.77'
L25	S 54°20'16" W	43.42'
L26	S 19°25'06" W	8.85'
L27	N 61°44'31" W	207.54'
L28	N 18°13'20" W	75.23'
L29	N 39°58'39" E	46.92'

CERTIFICATION

THE PLATS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

JUNE 7, 2022, REVISED 03/24/23

MARK R. WATSON
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5740

DATE



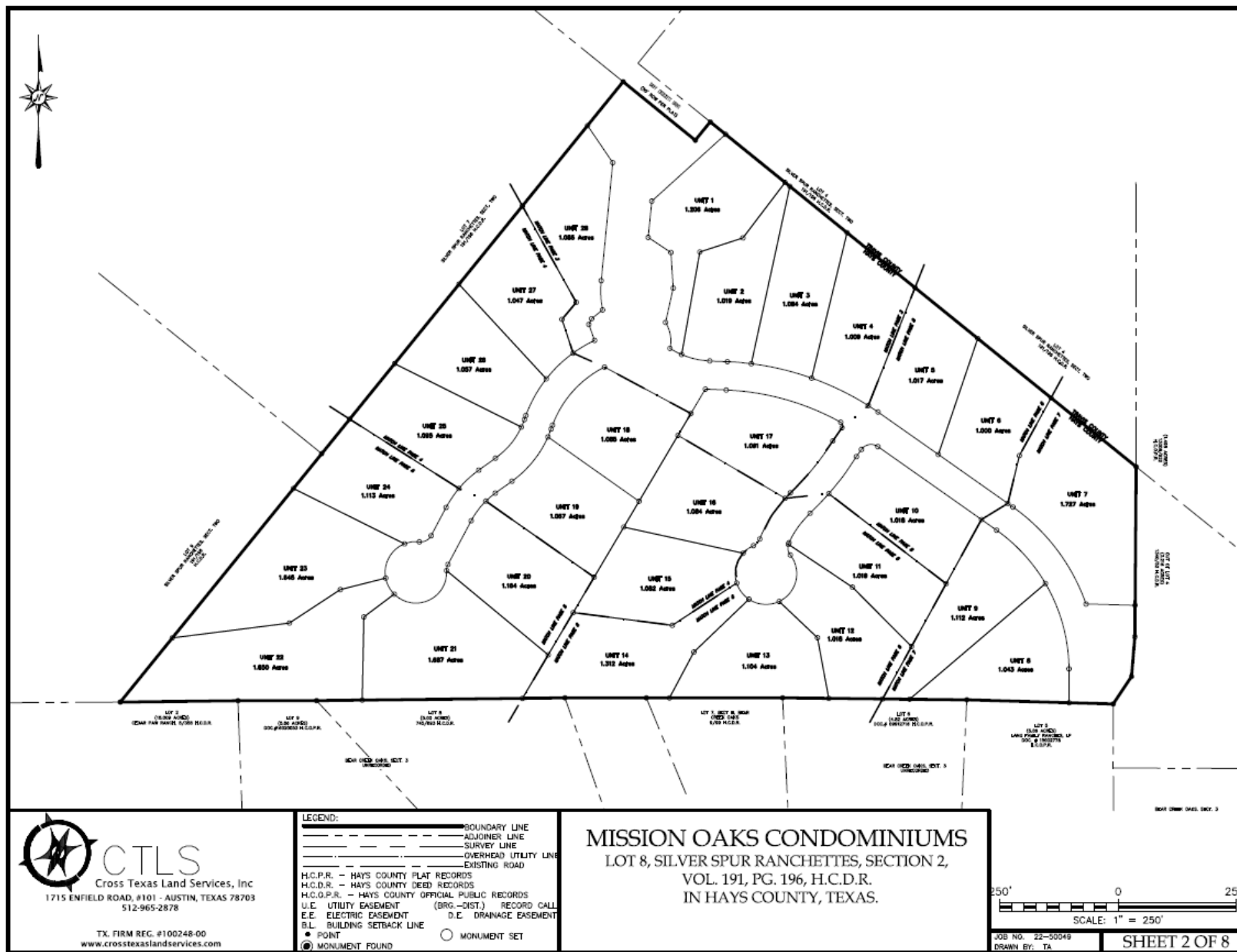
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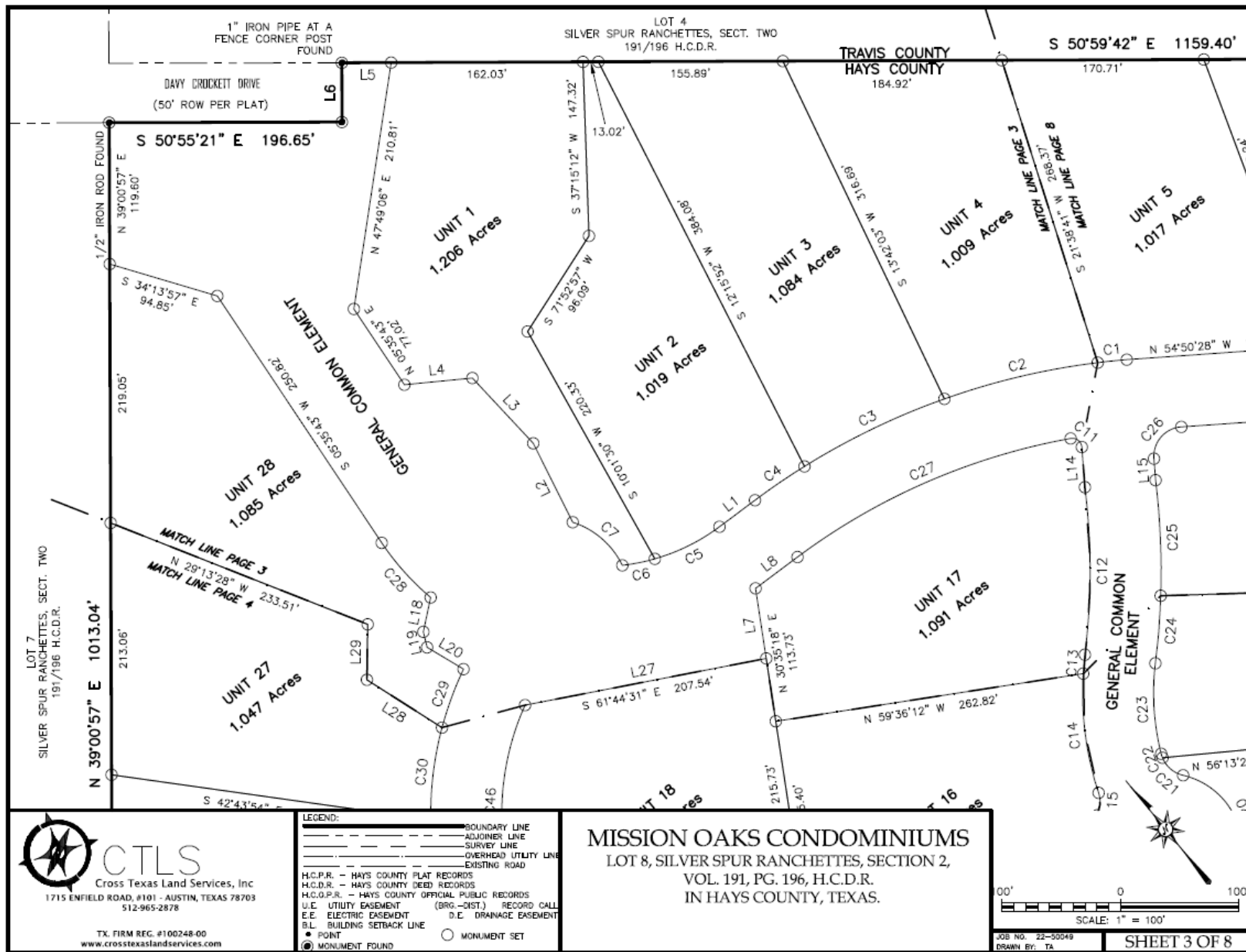


LEGEND:	
BOUNDARY LINE	---
ADJACENT LINE	---
SURVEY LINE	---
OVERHEAD UTILITY LINE	---
EXISTING ROAD	---
H.C.P.R. - HAYS COUNTY PLAT RECORDS	
H.C.D.R. - HAYS COUNTY DEED RECORDS	
H.C.O.P.R. - HAYS COUNTY OFFICIAL PUBLIC RECORDS	
U.E. UTILITY EASEMENT (BNG - DIST.) RECORD CALL	
E.E. ELECTRIC EASEMENT	
D.E. DRAINAGE EASEMENT	
B.L. BUILDING SETBACK LINE	
POINT	●
MONUMENT FOUND	○
MONUMENT SET	○

MISSION OAKS CONDOMINIUMS
LOT 8, SILVER SPUR RANCHETTES, SECTION 2,
VOL. 191, PG. 196, H.C.D.R.
IN HAYS COUNTY, TEXAS.

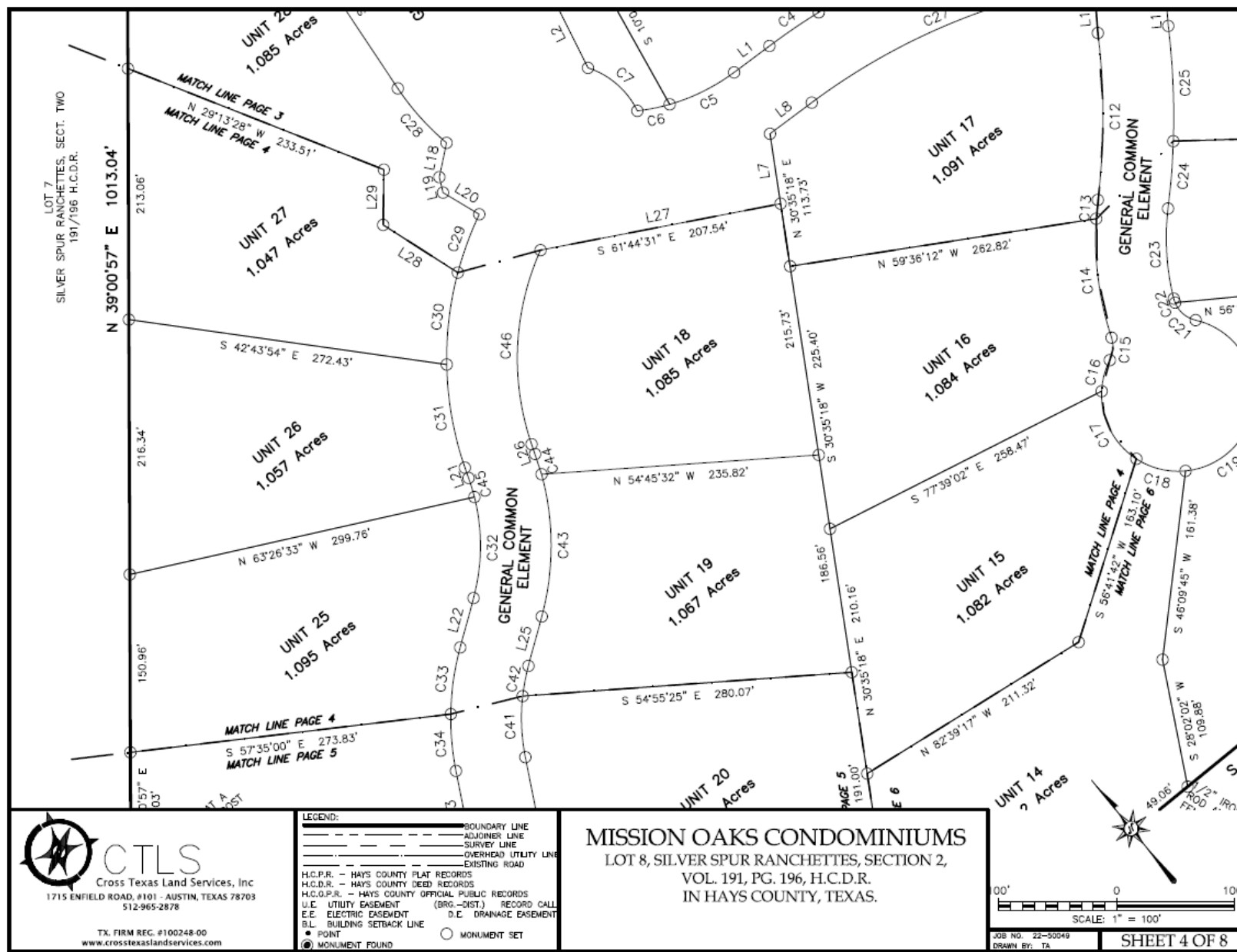


DEVELOPMENT AGREEMENT
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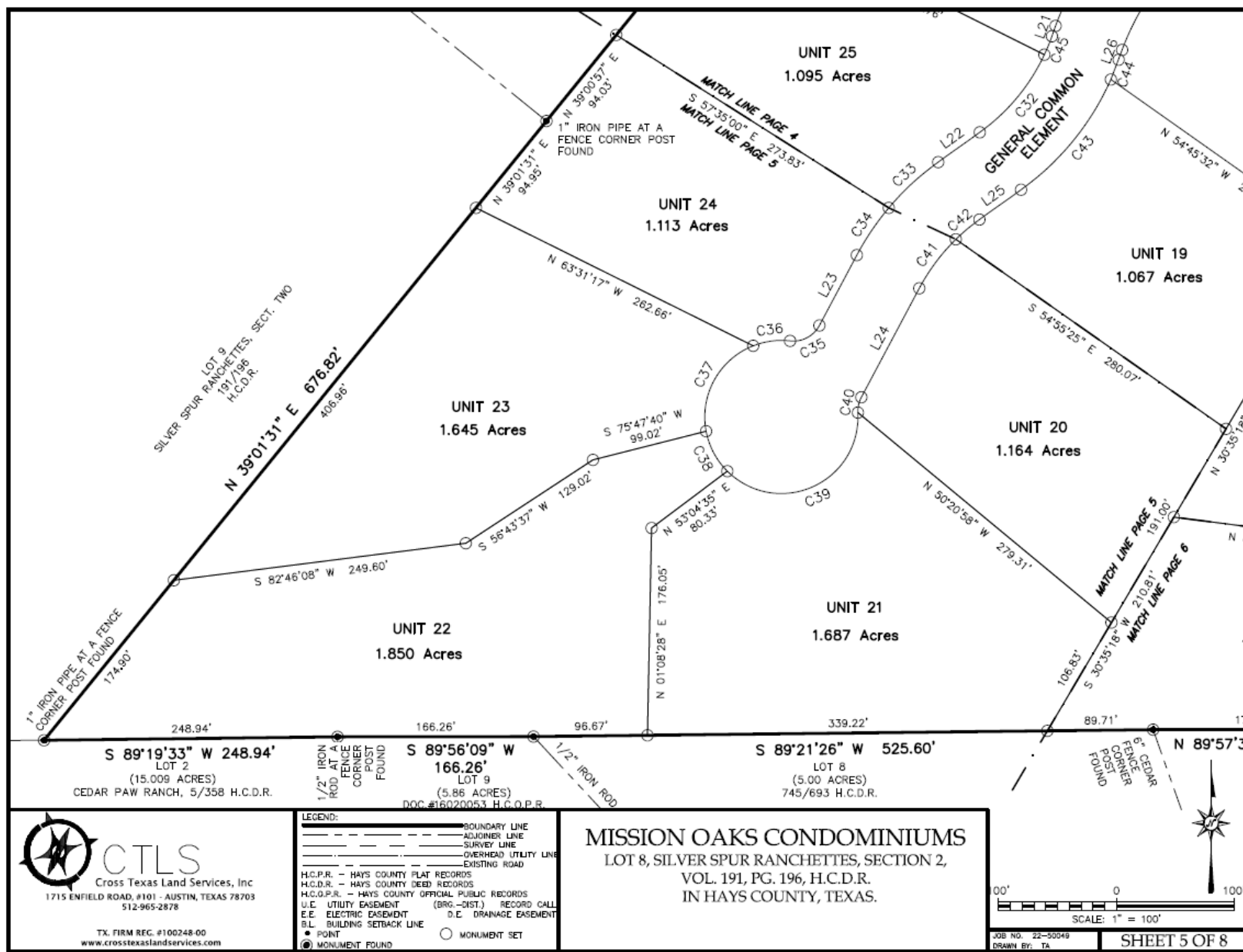
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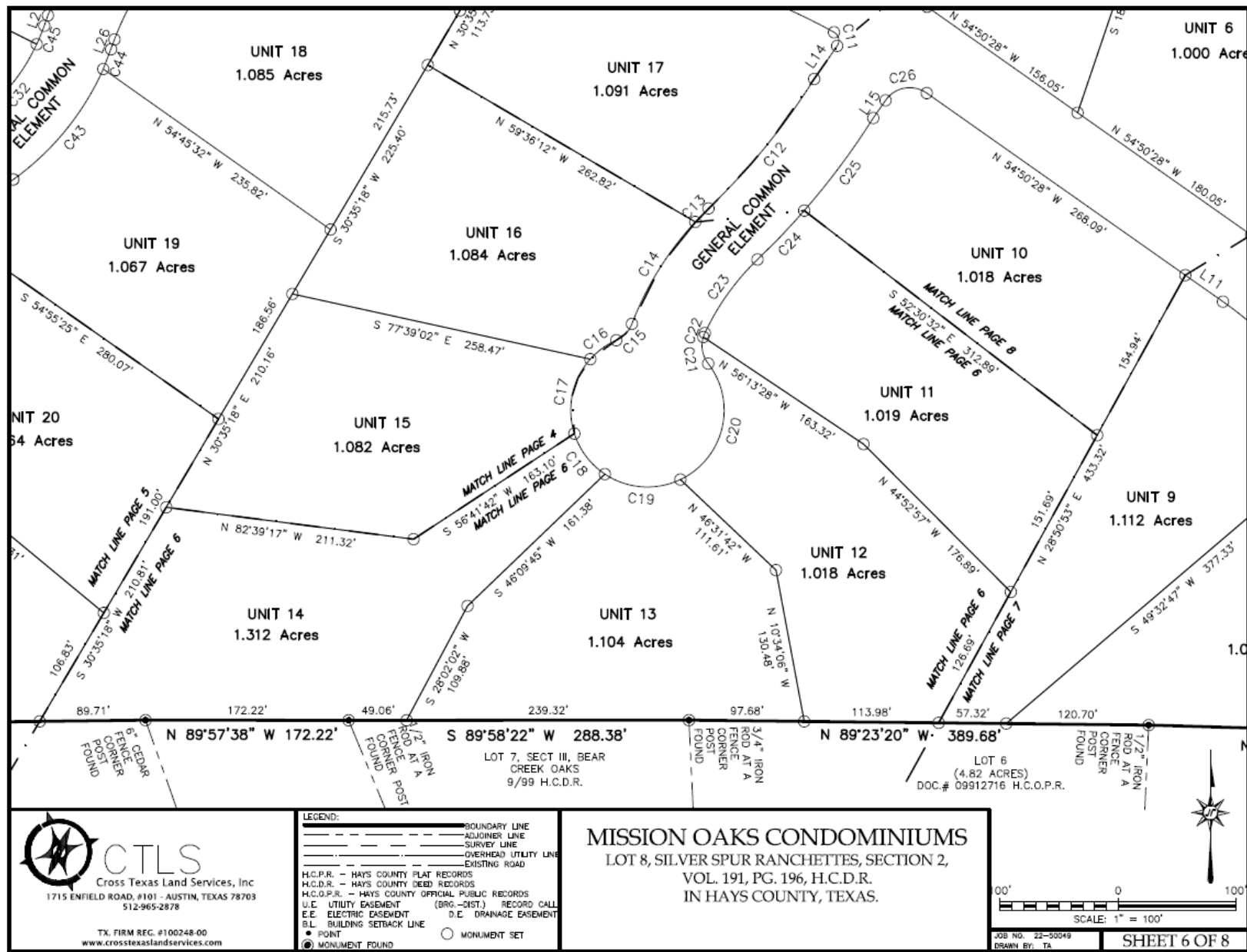
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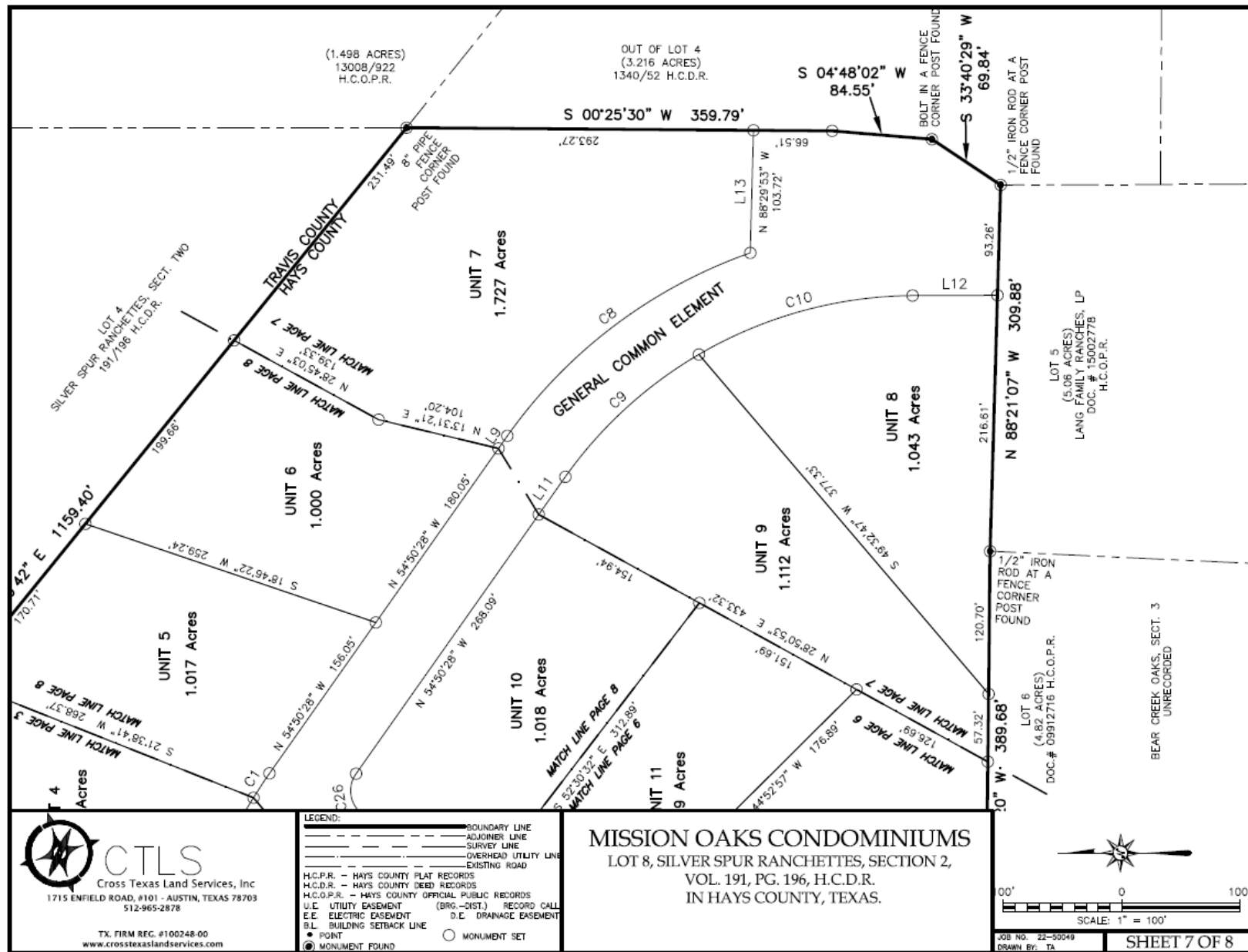
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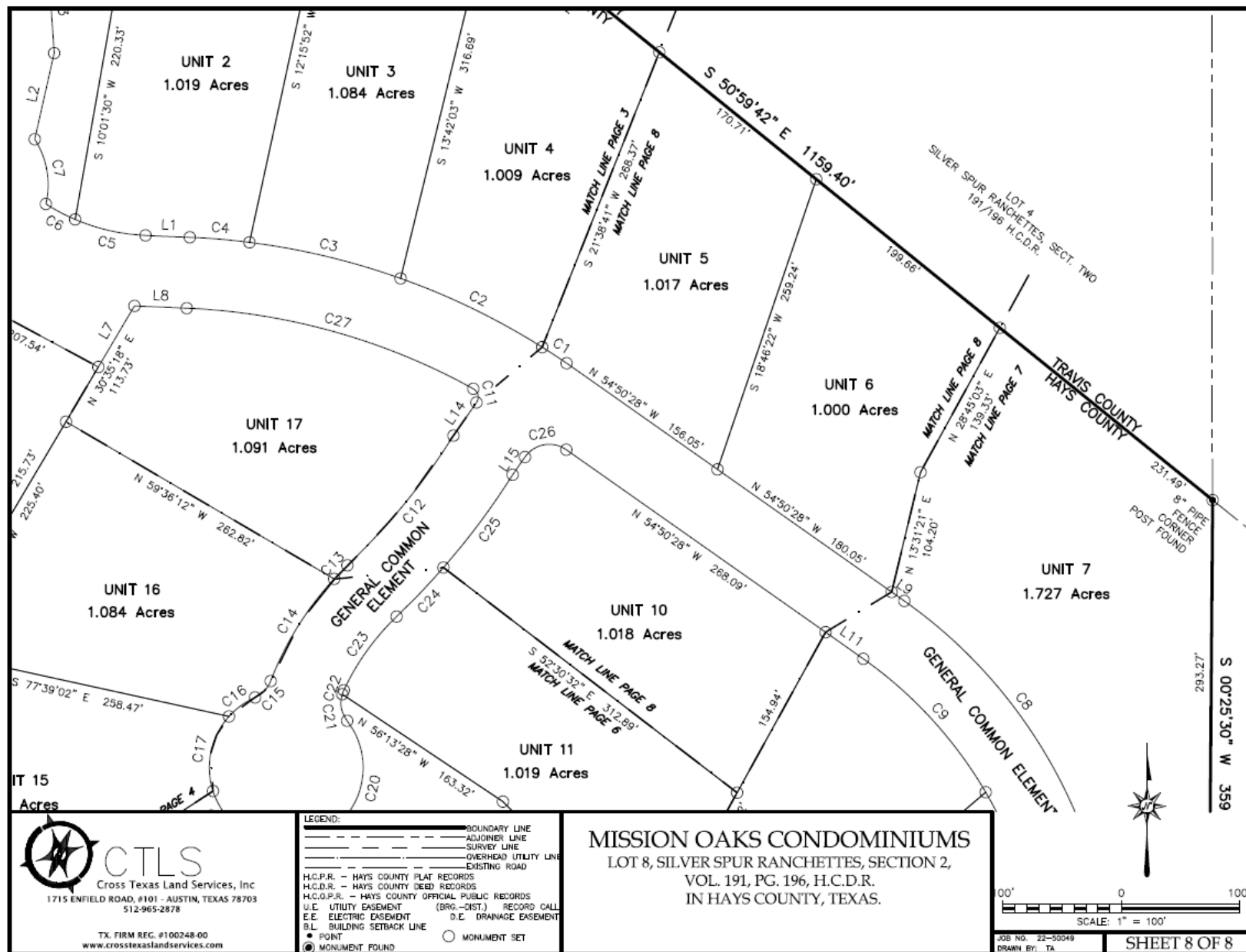
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DEVELOPMENT AGREEMENT
MISSION OAKS CONDOMINIUMS

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DEVELOPMENT AGREEMENT
MISSION OAKS CONDOMINIUMS

ATTACHMENT 3

Table 721.02 Design Requirements Based on Roadway Classification

	Hays County Development Regulations	Condominium Roadway Design	Notes
Functional Classification	Local Roadway	Private Road	
Design Speed (mph)	25 mph	25 mph	
No. of Travel Lanes	2	2	
Min. ROW Width (ft)	60	60	Access / PUE
Width of Travelway (ft)	20	26	Mix HMAC and Concrete Pavers
Width of Shoulders (ft)	4	6	Concrete
Minimum Centerline Radius (ft)	300	200	
Min. Tangent Length Between Reverse or Compound Curves (ft)	100	50	
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	
Max Grade (%)	11	8	
Min. Street Centerline offset at Adjacent Intersection (ft)	125	400	
Min. Cul-de-Sac ROW / Pavement Radius (ft)	70/45	65/35	
Round-About (inside radius/outside radius/lane width)		50/30/20	

ATTACHMENT 4

ADDITIONAL DEVELOPMENT STANDARDS

The Property shall be constructed, developed, and used in accordance with the following standards.

1. Mandatory Association. A mandatory homeowners' association (the "**Association**") having jurisdiction over the Property shall be established prior to the conveyance of a Unit to a third-party. The Association shall maintain the common elements in accordance with the Agreement and applicable law. The Association shall discharge its maintenance obligations by levying assessments against the Unit owners.
2. Building Materials. Building materials used for construction of the homes shall be consistent with the materials customarily used in a first-class residential community in Hays County, Texas. The following materials are expressly prohibited: asphalt shingle roofs, vinyl windows, and HardiePlank® lap siding.
3. Size Requirements.
 - a. The minimum size of each Unit shall be one (1) acre.
 - b. The minimum habitable square footage for any residence, defined as finished, heated and air-conditioned living space, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is as follows: (i) the primary residence constructed on a Unit shall be at least four thousand five hundred (4,500) habitable square feet; and (ii) one (1) accessory dwelling unit may be constructed on a Unit, provided, the habitable square feet of the accessory dwelling unit shall be at least six hundred fifty (650). The calculation of square feet shall be measured from outside surface to outside surface.
4. Garages. All primary residences must be constructed with, at minimum, a three (3) car garage. The garage area of each primary residence may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein.
5. Setbacks. Each residence will be setback a minimum of fifty-feet (50') from the edge of the concrete or asphalt right-of-way providing access to the Unit.
6. Exterior Lighting – Dark Sky. In order to minimize light pollution and preserve nighttime darkness, all exterior illumination shall be designed and located to encourage conformance to "Dark Sky" principles. "Dark Sky" principles include avoiding adverse impact of artificial light including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. Exterior lighting within the Units shall be kept to the minimum amount necessary to provide functional use of the Unit at night. Unshielded

DEVELOPMENT AGREEMENT
MISSION OAKS CONDOMINIUMS

floodlights, drop-lens canopy fixtures, and unshielded wall packs or wall-mounted fixtures are not permitted. All exterior lighting shall be fully shielded and downward-facing.

7. Private Roads. The main private road within the Property providing access to the Units shall be twenty-five to twenty-six feet (25'-26') wide, with a five to six foot (5'-6') wide sidewalk or pedestrian walking path on both sides of the road to create pedestrian interconnectivity within the Property. There shall be a minimum fifteen foot (15') landscape buffer on each side of the private road.
8. Controlled Access. A gate with controlled access to the Property shall be constructed on the Property, and shall include a Knox Box or similar device for emergency access.
9. Critical Recharge Zone Buffers. Davy Crockett shall work with the County to identify any critical recharge zones, and establish customary buffer zones around any such critical recharge zones aimed to minimize the impact development of the Property has on such critical recharge zones.



Hays County Commissioners Court

Date: 05/23/2023

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 Patriots' Hall of Dripping Springs regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

Summary:

Funds can only be used by Grantee for working capital to mitigate and recover from the extraordinary expense and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$50,000.00
Line Item Number: 011-763-99-159.5600_032

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301
\$50,000 - Increase Project Contributions Patriot's Hall 011-763-99-159.5600_032

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement
G/L Account Validated Y/N?: Yes
New Revenue Y/N? Yes, \$50,000 ARPA 2nd tranche
Comments:

Attachments

ARPA Agreement
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

1	Patriots' Hall of Dripping Springs	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	4
1.3	Program Summary	4
2	Comparative Analysis.....	4
2.1	Reasonableness & Proportionality.....	4
3	Eligibility	5
3.1	Final Rule.....	5

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 78620. 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}

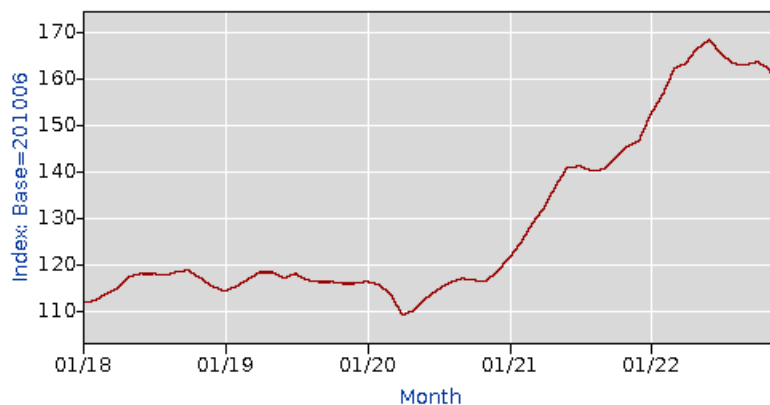
According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 36.4% higher⁵ in December 2022 (Figure 2), continuing a staggering inflationary run that has characterized much of the pandemic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

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

PATRIOTS' HALL OF DRIPPING SPRINGS

Address

100 Commons Rd ste#7 box#377

City

DRIPPING SPRINGS

State

Zip Code

78620

Organization Type

501 (C)(3)

Telephone

310-663-8010

Point of Contact

KATHRYN CHANDLER

Title

PRINCIPAL OFFICER

DUNS, UEI, or EIN Number

83-4231759

Amount Requested

\$50,000.00

Eligibility

1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?

Yes

2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?

Yes

3 Is the Organization currently in operation?

Yes

4 What is the Period of Performance for this grant?

March 3, 2021 through December 31, 2021

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?

Yes

6a If yes to 6, provide information including:

Name of Funding Source

POSAC

Amount

\$650,000

651,769.94

Date Received

8/18/22

Other

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later

x

IRS Determination Letter

x

Texas Exemption Verification Letter

Other

Specify:

8

Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)

Invoices for Costs

Estimates for Costs

Labor Hours and Rates

Change Orders

Other

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

N/A

10 Documents showing decreased revenue:

Other

x

Specify: _____

Form 990

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military any of its activities or operations.

Initials

kmc

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting document records, and all other non-Federal entity records pertinent to the award for a period of three years from 1 submission of the final expenditure report.

Initials

kmc

- 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 Guidance).

Initials

kmc

KM Chandler

Kathryn Chandler

Print Name

Principal Officer

Title

3/21/23



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Service District #2 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE/COHEN**

Summary:

Funds can only be used by Grantee for the agreed upon capital expenditures to respond to public health needs from the direct and indirect impacts of COVID-19.

Attachment: ARPA Agreement
PW

Fiscal Impact:

Amount Requested: \$400,000.00

Line Item Number: 011-763-99-159.5600_031

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$400,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$400,000 - Increase Project Contributions ESD #2 011-76399-159.5600_031

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$400,000 ARPA 2nd tranche

Comments:

Attachments

ARPA Agreement
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 Clay Huckaby, Fire Chief , of Hays County Emergency Services District #2 (“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.

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 #2

Owner Name: Chief Huckaby

Owner Title: Fire Chief

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

1	Emergency Services District #2 Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	4
1.3	Program Summary	4
2	Comparative Analysis.....	5
2.1	Reasonableness & Proportionality.....	5
3	Eligibility.....	6
3.1	Final Rule.....	6
3.2	Capital Expenditure.....	7

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.

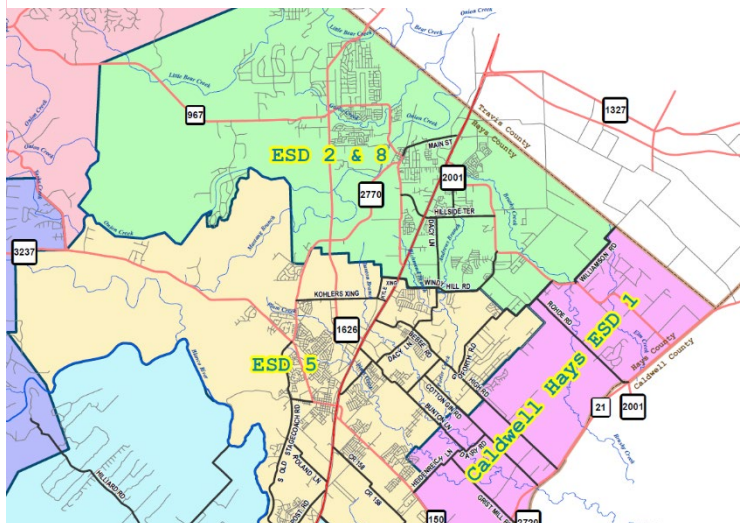
Buda’s Fire Department, which is within ESD 2, consists of three stations: Station 1 is under construction at 209 Jack C Hays Trail, and is the location of their administrative offices and reserve apparatus, Station 2, southeast of Station 1, at 151 Farm to Market Rd 2001, and Station 3, northeast of 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

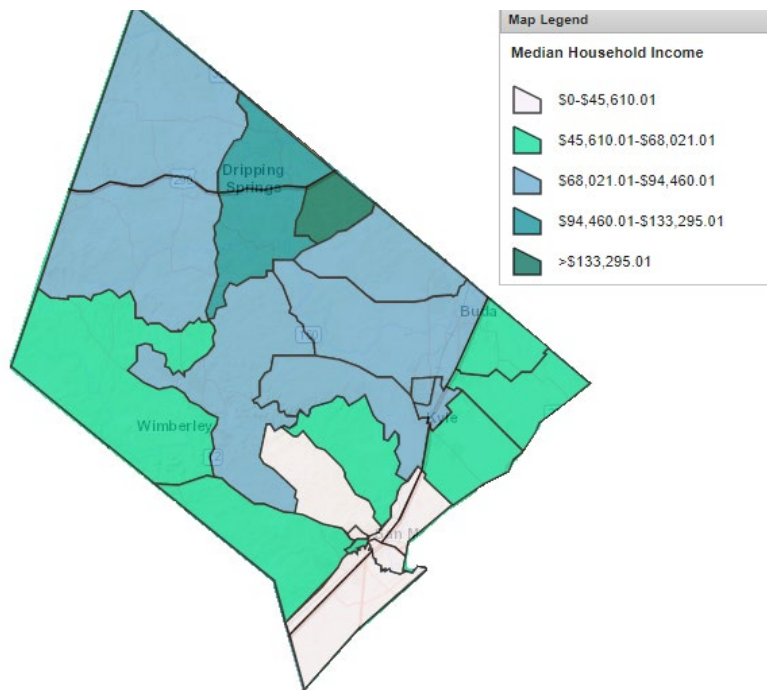


¹ Figures 2 through 4 are from <https://egis.hud.gov/cpdmaps/>

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

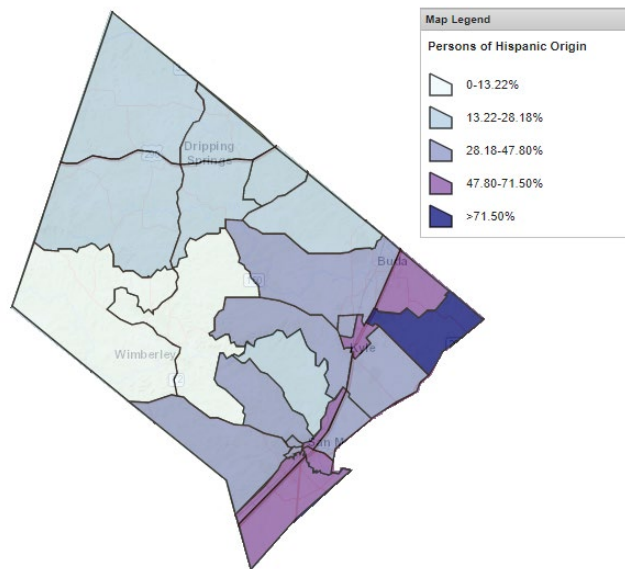
⁶ [Surgo Precision for Covid](#)

⁷ [Hays County CISO 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

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.

Figure 3: Persons of Hispanic Origin



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 \$400,000.00 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 \$400,000.00.

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>.

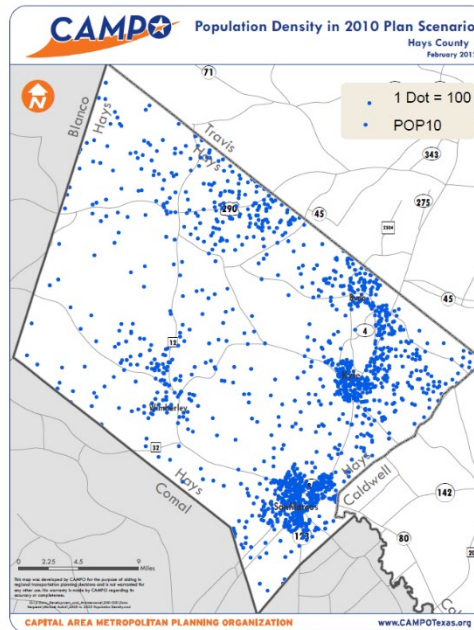
¹¹ Arrow Ambulance | New Ambulances for Sale

[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.



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

Address

P.O. BOX 153

City

Buda

State

TX

Zip Code

78610

Organization Type

Special-purpose units of local government

Telephone

(512) 295-2232

Point of Contact

CLAY HUCKABY

Title

FIRE CHIEF

DUNS or EIN Number

EIN# 38-4160322

Amount Requested

\$400,000.00

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 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 COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	
Specify:	

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	
Other	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	documented response times of emergency services dispatched from existing fire stations to disproportionately impacted populations
----------	-----------------------------------------------------------------------------------------------------------------------------------

10 Documents showing decreased revenue:

Financial Statements	
Other	
Specify:	



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

ch

- 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

ch

- 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

ch

Signature

Clayton H Huckaby

Clayton H Huckaby

Print Name

Fire Chief

Title

Date

4/25/23



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #4 (ESD 4) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. SHELL

Summary:

Funds can only be used by Grantee for working capital to mitigate and recover from the extraordinary expense and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
PW

Fiscal Impact:

Amount Requested: \$250,000

Line Item Number: 011-763-99-159.4301/.5600_033

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$250,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$250,000 - Increase Project Contributions ESD #4 011-763-99-159.5600_033

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Beneficiary Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA funds 2nd tranche

Comments: N/A

Attachments

ARPA Agreement
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 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 26 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 negotiation 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

1	Emergency Service District #4 Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	3
1.3	Program Summary	4
2	Comparative Analysis.....	4
2.1	Reasonableness & Proportionality.....	4
2.2	Comparison of Proposed Capital Project	5
3	Eligibility	6
3.1	Final Rule.....	6
3.2	Special-Purpose Units of Government.....	6
3.3	Capital Expenditure.....	7

1 EMERGENCY SERVICE DISTRICT #4 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #4 (ESD 4) is a political subdivision established by local voters for the purpose of providing fire and emergency services in its territory. Like other local governments, ESD 4 is funded 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 Wimberley Fire Rescue (WFR) in December 2019. The primary reason for this change was lack of volunteer participation.

Figure 1: ESD 4 Service Area

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.

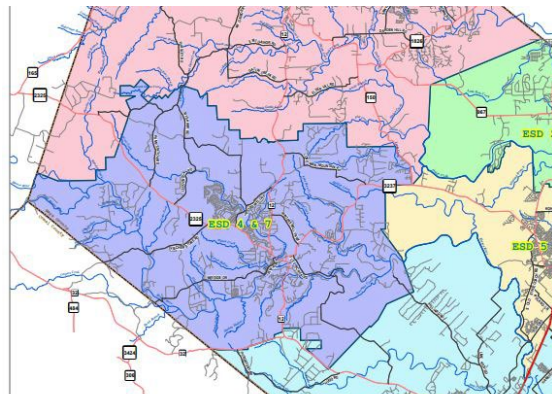
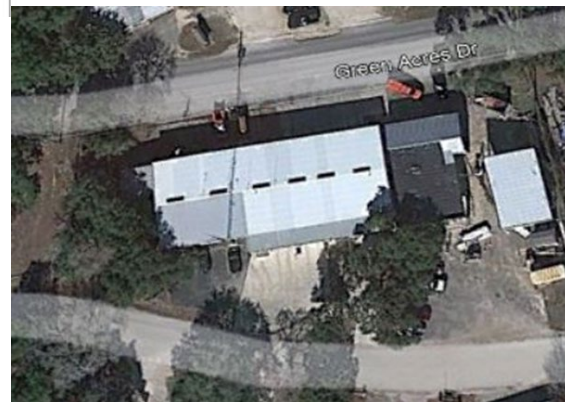


Figure 2: Fire Station Location



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

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



American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

Address

P.O. BOX 1312

City

Wimberley

State

TX

Zip Code

78676

Organization Type

Special-purpose units of local government

Telephone

(512) 847-3536

Point of Contact

Ron Spangenberg

Title

President

DUNS or EIN Number

74-2303710

Amount Requested

\$250,000.00

Eligibility

- Is the Organization a 501(c)(3) or 501(c)(19), or a
1 special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and
possessing a valid license or authorization to operate
in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 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



U A V C

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	
Specify:	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	X
Other	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	X
Invoices for Costs	X
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	X
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	documented pandemic related costs escalation
----------	----------------------------------------------

10 Documents showing decreased revenue:

Financial Statements	
Other	
Specify:	



U A V C

Specify: _____

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

RS

- 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

RS

- 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

RS

Signature

RS

Ron Spangenberg

Print Name

President

Title

Date

4-24-2023



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of the Financial Renewal and Terms Amendment between Hays County and United Healthcare Insurance Company. **BECERRA/MILLER**

Summary:

The Financial Renewal and Terms Amendment outlines the Administrative Services Agreement amendments for 2022 and 2023 as previously approved on November 2, 2021 for Plan Year 2022 and on August 2, 2022 for Plan Year 2023. This is a standard amendment updated annually and addresses terms and/or language for the following sections:

Prescription Drug List

Care Management and Outreach Services

Proprietary Business Information

Out of Network Programs

Sets fees for the current plan year

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 003-730-00.5303

Budget Office:

Source of Funds: Medical & Dental Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2017-P05, Employee Group Health and Dental Plan

G/L Account Validated Y/N?: Yes, 003-730-00.5303, Professional and Admin Fees

New Revenue Y/N?: N/A

Comments:

Attachments

County of Hays ASA Amend FRAT Other 1.1.2022 (2022-2023)

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment (“Amendment”) is made to the Administrative Services Agreement (“Agreement”) by and between United HealthCare Services, Inc. (“United”) and County of Hays (“Customer”), Contract No. 912772, and is effective on January 1, 2022 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

County of Hays

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

United HealthCare Services, Inc.

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

Renewal 4Q 2021v3

The Administrative Services Agreement is amended on Effective Date as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2020, the Prescription Drug List (PDL) paragraph under Section A7 Pharmacy Benefit Services is hereby deleted and replaced with the following:

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved Prescription Drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the Prescription Drug product.

In some cases, United may periodically down-tier the placement of a prescription drug product among the tiers. These changes may occur without prior notice. Once a year, United may also up-tier the placement of a Prescription Drug product among the tiers and/or recommend specific Prescription Drug product exclusions from coverage. United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

In some cases, United may periodically change the placement of a Prescription Drug product among the tiers and/or recommend specific Prescription Drug product exclusions from coverage. These changes generally will occur three times per year, but no more than six times per calendar year. These changes may occur without prior notice to Customer however United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the member website, or by calling customer service.

Effective January 1, 2021, the Care Coordination language under Section I. Care Management and Outreach Services is hereby deleted and replaced with the following:

Service	Comments
Personal Health Support Health advocates and concierge services, includes the following: <ul style="list-style-type: none">• Central in-take point for all clinical and lifestyle Participant calls.• Access to registered nurses for symptom triage and support with decisions about health care and treatment options as applicable to the Customer's elected products.• Health education and resource navigation.	

Service	Comments
<ul style="list-style-type: none"> • Low to moderate health risk management. • Premium provider / facility locating and appointment scheduling. <p>Personal nurses, provide targeted support.</p> <p>Specialty nurses, provide clinical management for complex conditions.</p> <p>Personal Health Support Website</p> <p>Consumer activation and outreach campaigns, United may create consumer marketing campaigns to promote clinical, lifestyle management and advocacy services to the Customer's Participants.</p> <p>Reporting, outlining program activity and impact.</p> <p>Additional services include the following:</p> <p>Disease Management</p> <ul style="list-style-type: none"> • Asthma • Chronic Obstructive Pulmonary Disease (COPD) • Coronary Artery Disease (CAD) • Diabetes • Congestive Heart Failure (HF) 	

Effective January 1, 2022, the definition of Proprietary Business Information in Section 1 – Definitions is replaced in its entirety with the following definition:

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Customer and United, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

Effective January 1, 2022, Sections 4.2 Proprietary Business Information and 4.3 Access to Information are replaced entirely with the following:

Section 4.2 Use of Confidential Information. Neither Party may disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide services under this Agreement, (ii) Customer will not be prohibited from providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, the Plan Sponsor, Participants, or individuals eligible to become Participants of the Plan, to the extent required by applicable law and regulation, (iii) Customer may only use United's Confidential Information for Plan administration purposes and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with applicable law and regulation.

Neither party may sell, license or grant any other rights to the other Party's Confidential Information.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process or applicable law, including public records acts, such Party shall (to the extent permitted by law), provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable run out period has expired, then United may, in its discretion, provide such information subject to a fee.

Effective January 1, 2022, all references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section A1 Network in Exhibit A is amended to include the following subsection:

Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customers elected out of network programs are identified in Exhibit B – Fees. Programs are subject to change or termination at United's discretion.

EXHIBIT B – FEES

The Medical Fees (“Fees”) are as stated below. Customer acknowledges that Fees paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees will be paid through a withdrawal from the Bank Account. These Fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Medical Fees

The following financial terms are effective for the period January 1, 2022 through December 31, 2023, unless otherwise specified.

The Medical Fees (“Fees” described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

Effective January 1, 2022 through December 31, 2022

The Fees listed below are based upon an estimated minimum of 1,002 enrolled Employees.

\$11.94 per Employee per month.

Average Contract Size: 2.00

The Fees include a Pharmacy Administrative Fee credit in the amount of \$40.48 per Employee per month.

Effective January 1, 2023 through December 31, 2023

The Fees listed below are based upon an estimated minimum of 959 enrolled Employees.

\$11.47 per Employee per month.

The Fees include a Pharmacy Administrative Fee credit in the amount of \$40.95 per Employee per month.

Average Contract Size: 1.97

COBRA Fees

The following financial terms are effective for the period January 1, 2022 through December 31, 2022.

UnitedHealthcare will return to the client the 2% COBRA administration fee that is routinely charged to the COBRA participants. UnitedHealthcare will provide COBRA administration for their entire benefit plan offering: medical, dental, vision, FSA, etc. This includes UnitedHealthcare offered plans as well as plans provided by other carriers if all coverage's are not with UHC.

COBRA Billing Set Up and Maintenance	Year One	Year Two
	Included	n/a

COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	n/a
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	Included
COBRA Services		
Ongoing COBRA Continuant Per Month Charge	\$4.50	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	\$14.50	
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	\$3.00	
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included
State Continuation Notification (per notice)	Included	Included

Past Due Notices to Continuant (per notice, upon request)	Included	Included
Direct (Retiree) Billing Services		
Direct (Retiree) Billing (per continuant per month)	\$4.50	
Past Due Notices to Continuant (per notice, upon request)	Included	Included
The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	
HIPAA Privacy Notices (per notice)	\$3.00	
Medicare-D Notifications	\$0.95	
Open Enrollment Services		
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by	\$8.00 Plus Postage	\$8.00 Plus Postage

the client

*There is a \$100 minimum for Open Enrollment Services

*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.

COBRA Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2023.	
NOTE: UnitedHealthcare will retain the 2% COBRA administration fee that is routinely charged to enrolled COBRA participants	
COBRA Billing Set Up and Maintenance	Year One
	\$0.55PEPM
Group Setup Fee (one time fee at implementation)	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a
COBRA Services	
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included

Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included
State Continuation Notification (per notice)	Included
Past Due Notices to Continuant (per notice, upon request)	Included
Direct (Retiree) Billing Services	
Direct (Retiree) Billing (per continuant per month)	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included
The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services	
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00

Post-COBRA HIPAA Certificates of Coverage on outside COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95
Open Enrollment Services	
<p>Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client</p> <p>*There is a \$100 minimum for Open Enrollment Services</p>	\$8.00 Plus Postage
*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.	

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery <ul style="list-style-type: none"> United's large-scale analytics to identify additional recovery opportunities. Claims re-examined every month for up to 12 months. Post-adjudicated claims. 	24% of the gross recovery amount
Credit Balance Recovery <ul style="list-style-type: none"> Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. On-site at hospitals and facilities. Post-adjudicated claims. 	10% of the gross recovery amount.
Focused Claim Review <ul style="list-style-type: none"> Review of claims for inappropriate billing of services not documented in clinical notes. Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims. 	22% of the gross recovery amount.
Fraud, Waste, and Abuse Management	22% of the gross recovery or prevented amount

<ul style="list-style-type: none"> Detection and recovery of wasteful, abusive, and/or fraudulent claims. Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. Pre-adjudicated claims or post-adjudicated claims. 	
Hospital Bill and Premium Audit Services <ul style="list-style-type: none"> In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. Post-adjudicated claims. 	22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. Pre-adjudicated claims or post-adjudication claims. 	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability - Subrogation and Injury Coverage Coordination <ul style="list-style-type: none"> Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. Pre-adjudicated claims or post-adjudicated. claims. Customer will not engage any entity except United to provide such services without prior United approval. 	33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Consolidated Appropriations Act, 2021 ("CAA") Support Services. United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows: <ul style="list-style-type: none"> NSA medical billing and the independent dispute resolution ("IDR"): <ul style="list-style-type: none"> United will determine if a claim is subject to the NSA billing protections. If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, United will manage, direct, and make decisions and submissions to support the IDR for Customer. All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United. United will not be using third party provider networks for services covered by the NSA. The fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA. 	<p>For the 2022 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. Customer remains responsible for the \$50 government agency administration assessment and fees charged by the IDR arbitrator.</p> <p>Fees for CAA Support Services for plan years after 2022 will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.</p> <p>For the 2023 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United's intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements. Customer remains responsible for the \$50 government agency administration assessment and fees charged by the IDR arbitrator.</p>

<ul style="list-style-type: none"> ○ Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. ○ Customer shall fund the \$50 IDR administration fee and all IDR arbitrator fees through the Bank Account. • Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). • Provider directory enhancements. • Continuity of care and external appeals support for surprise medical bills. • Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. • Provide language to support Customer's anti-gag clause attestation requirement. • Prepare and file pharmacy benefits and drug cost reports. • Prepare and file air ambulance claims reports. • Provide and maintain price comparison information to Participants by telephone and online. 	
<p>Health Plan Transparency in Coverage Rule ("TiC") Support Services. United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows:</p> <ul style="list-style-type: none"> • Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website. • A cost estimator tool available online for Plan Participants for the items and services as required each year. 	For the 2023 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.
<p>Naviguard Program</p> <ul style="list-style-type: none"> • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). 	\$2.50 per Employee per month
External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon

	Customer's total enrollment, a fee of \$500 will apply per review.
Interest Rate on Fees and Underfunding Bank Account	Prime + 4%
Run-out Claims Administration 6 months of runout	No Charge after the Initial Term.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of this Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.
Allocation and Payment of Gene Therapy Medical Benefit Drug Rebates	If Customer purchases gene therapy stop loss through United or an affiliate, United will retain rebates for gene therapy drugs when Customer is reimbursed by stop loss for any gene therapy claim.
Medical Benefit Drug Rebate Compensation	80% to Customer, the balance is retained by United as compensation for the services.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2022 through December 31, 2023, unless otherwise specified.

The Fees listed below are based upon an estimated minimum of 1,020 enrolled Employees.

\$3.36 per Employee per month.

Average Contract Size: 2.03

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2023, Customer will pay United a prorated portion of this credit.

\$25,000 Wellness allowance each year

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2022 through December 31, 2023 (each twelve-month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the performance measurements.

Effective January 1, 2022 through December 31, 2022

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days		
	12 business days		
	13 business days		
	14 business days		
	15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%	
Dollar Accuracy (DAR)		
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.	
Measurement	Percentage of claims dollars processed accurately	99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.	
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%	
Member Phone Service		
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.		
Average Speed of Answer		
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.	
Measurement	Percentage of calls answered	100%
	Time answered in seconds, on average	seconds 30
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	
Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		

Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United’s standard internal call quality assurance program.		
Level	Office that services Customer’s account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads “Overall, how satisfied are you with the way we administer your medical health insurance plan?”		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer’s account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$429
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads “How satisfied are you overall with UnitedHealthcare?”		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$429
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Effective January 1, 2023 through December 31, 2023

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed	94%	
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric	\$857	
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%	
Gradients	11 business days 12 business days 13 business days 14 business days		

	15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50%		
	96.49% - 96.00%		
	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00		
	Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		

Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30%		
	2.31% - 2.80%		
	2.81% - 3.30%		
	3.31% - 3.80%		
	Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United’s standard internal call quality assurance program.		
Level	Office that services Customer’s account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$857
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00%		
	90.99% - 89.00%		
	88.99% - 87.00%		
	86.99% - 85.00%		
	Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads “Overall, how satisfied are you with the way we administer your medical health insurance plan?”		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer’s account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$429
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads “How satisfied are you overall with UnitedHealthcare?”		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$429
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Effective January 1, 2022 through December 31, 2023 (the 2023 guarantee is superseded by the 2023 guarantee in the following pages)

Pharmacy Financials			
Definition	Contracted pharmacy rates that will be delivered to You.		
Measurement and Criteria	01/01/2022		01/01/2023
	Combined Discount Guarantee - Broad Network		

-	Retail Brand, Average Wholesale Price (AWP) less		19.1%	19.1%
	Retail Brand -- 90 Day Supply, AWP less		21.5%	21.5%
	Retail Generic - 30 and 90 Day Supply, AWP less		83.0%	83.0%
	Mail Order Brand, AWP less		24.5%	24.5%
	Mail Order Generic, AWP less		85.0%	85.0%
-	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Broad Network			
	Retail Brand - 30 Day		\$0.50	\$0.50
	Retail Brand -- 90 Day Supply		\$0.25	\$0.25
	Retail Generic - 30 Day		\$0.50	\$0.50
	Retail Generic -- 90 Day Supply		\$0.25	\$0.25
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee			
	Basis, per script		Brand	Brand
	Retail - 30 and 90 Day		\$144.74	\$165.43
	Mail Order		\$285.25	\$287.98
	Specialty		Included In Retail	Included In Retail
-	Credits and Allowances			
	Rebate Fee Credit (PEPM)		\$40.48	\$40.95
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	Discount & Dispense Fee Specific Conditions <ul style="list-style-type: none">• Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component.• Does not apply to items covered under the Plan for which no AWP measure exists.• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.• The Arrangement excludes vaccines.• The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims.• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.			

-	<ul style="list-style-type: none"> • The Mail Order guarantee includes drugs dispensed for 46 days or greater. 														
-	<ul style="list-style-type: none"> • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. 														
-	<ul style="list-style-type: none"> • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. 														
-	<ul style="list-style-type: none"> • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer, claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims. • Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates. <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates • if Customer changes or does not elect an incented plan design • United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest. <tr> <td>-</td><td> <ul style="list-style-type: none"> • Specialty rebates are included in the guaranteed retail per-script rebates above. </td></tr> <tr> <td>-</td><td> <ul style="list-style-type: none"> • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. </td></tr> <tr> <td>-</td><td> <ul style="list-style-type: none"> • If Customer terminates pharmacy benefit services with United prior to 12/31/2023, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. </td></tr> <tr> <td>-</td><td> <ul style="list-style-type: none"> • Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None. </td></tr> <tr> <td>-</td><td> <ul style="list-style-type: none"> • Vaccines are excluded from the claim counts. </td></tr> <tr> <td>-</td><td> <p>Credits and Allowances</p> <ul style="list-style-type: none"> • Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee. </td></tr> <tr> <td>-</td><td> <p>General Conditions</p> <ul style="list-style-type: none"> • All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. </td></tr>	-	<ul style="list-style-type: none"> • Specialty rebates are included in the guaranteed retail per-script rebates above. 	-	<ul style="list-style-type: none"> • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. 	-	<ul style="list-style-type: none"> • If Customer terminates pharmacy benefit services with United prior to 12/31/2023, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. 	-	<ul style="list-style-type: none"> • Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None. 	-	<ul style="list-style-type: none"> • Vaccines are excluded from the claim counts. 	-	<p>Credits and Allowances</p> <ul style="list-style-type: none"> • Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee. 	-	<p>General Conditions</p> <ul style="list-style-type: none"> • All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
-	<ul style="list-style-type: none"> • Specialty rebates are included in the guaranteed retail per-script rebates above. 														
-	<ul style="list-style-type: none"> • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. 														
-	<ul style="list-style-type: none"> • If Customer terminates pharmacy benefit services with United prior to 12/31/2023, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. 														
-	<ul style="list-style-type: none"> • Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None. 														
-	<ul style="list-style-type: none"> • Vaccines are excluded from the claim counts. 														
-	<p>Credits and Allowances</p> <ul style="list-style-type: none"> • Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee. 														
-	<p>General Conditions</p> <ul style="list-style-type: none"> • All pricing guarantees shall remain in effect for the entire contract period of 01/01/2022 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. 														

	<ul style="list-style-type: none"> • On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • Pricing and guarantees assume enrollment of 1,002 Employees and 2,007 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. <p>United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.</p> <ul style="list-style-type: none"> • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.
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Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order).

	<ul style="list-style-type: none"> • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. 				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	15.3%	INFLAMMATORY CONDITIONS	KEVZARA	10.8%
ANEMIA	EPOGEN	14.1%	INFLAMMATORY CONDITIONS	KINERET	14.3%
ANEMIA	PROCRT	14.4%	INFLAMMATORY CONDITIONS	OLUMIANT	13.3%
ANEMIA	RETACRIT	14.9%	INFLAMMATORY CONDITIONS	ORENCIA	15.0%
ANTICONSULSANT	DIACOMIT	13.3%	INFLAMMATORY CONDITIONS	OTZLA	14.3%
ANTICONSULSANT	EPIDIOLEX	13.3%	INFLAMMATORY CONDITIONS	RIDAURA	14.9%
ANTICONSULSANT	FINTEPLA	11.3%	INFLAMMATORY CONDITIONS	RINVOQ	14.9%
ANTIHYPERLIPIDEMIC	JUXTAPID	14.1%	INFLAMMATORY CONDITIONS	SILIQ	12.3%
ANTI-INFECTIVE	ARIKAYCE	13.8%	INFLAMMATORY CONDITIONS	SIMPONI	14.9%
ANTI-INFECTIVE	DARAPRIM	13.3%	INFLAMMATORY CONDITIONS	SKYRIZI	18.9%
ANTI-INFECTIVE	PYRIMETHAMINE	13.3%	INFLAMMATORY CONDITIONS	STELARA	14.9%
ASTHMA	FASENRA	13.3%	INFLAMMATORY CONDITIONS	TALTZ	12.3%
ASTHMA	NUCALA	13.3%	INFLAMMATORY CONDITIONS	TREMFYA	14.9%
CARDIOVASCULAR	NORTHERA	14.8%	INFLAMMATORY CONDITIONS	XELJANZ	14.9%
CARDIOVASCULAR	VYNDAMAX	16.1%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.9%
CARDIOVASCULAR	VYNDAREL	13.3%	IRON OVERLOAD	DEFERASIROX	38.8%
CNS AGENTS	AUSTEDO	13.3%	IRON OVERLOAD	EXJADE	13.0%
CNS AGENTS	ENSPRYNG	12.8%	IRON OVERLOAD	FERRIPROX	13.3%
CNS AGENTS	FIRDAPSE	11.3%	IRON OVERLOAD	JADENU	14.3%
CNS AGENTS	HETLIOZ	14.8%	LIVER DISEASE	OCALIVA	15.9%
CNS AGENTS	INGREZZA	13.8%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	14.3%
CNS AGENTS	RILUTEK	14.3%	MOOD DISORDER DRUGS	SPRAVATO	14.3%
CNS AGENTS	RILUZOLE	92.7%	MULTIPLE SCLEROSIS	AMPYRA	12.6%
CNS AGENTS	RUZURGI	12.3%	MULTIPLE SCLEROSIS	AUBAGIO	13.3%
CNS AGENTS	SABRIL	16.9%	MULTIPLE SCLEROSIS	AVONEX	14.8%
CNS AGENTS	TETRABENAZINE	47.0%	MULTIPLE SCLEROSIS	BAFIERTAM	14.8%
CNS AGENTS	TIGLUTIK	6.9%	MULTIPLE SCLEROSIS	BETASERON	14.9%

CNS AGENTS	VIGABATRIN	18.4%	MULTIPLE SCLEROSIS	COPAXONE	15.5%
CNS AGENTS	VIGADRONE	17.4%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.9%
CNS AGENTS	XENAZINE	16.4%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	62.3%
CNS AGENTS	XYREM	7.2%	MULTIPLE SCLEROSIS	EXTAVIA	14.9%
CNS AGENTS	XYWAV	8.2%	MULTIPLE SCLEROSIS	GILENYA	14.8%
CYSTIC FIBROSIS	BETHKIS	12.3%	MULTIPLE SCLEROSIS	GLATIRAMER	70.0%
CYSTIC FIBROSIS	CAYSTON	15.3%	MULTIPLE SCLEROSIS	GLATOPA	69.4%
CYSTIC FIBROSIS	KALYDECO	14.3%	MULTIPLE SCLEROSIS	KESIMPTA	14.8%
CYSTIC FIBROSIS	KITABIS PAK	13.3%	MULTIPLE SCLEROSIS	MAVENCLAD	14.8%
CYSTIC FIBROSIS	ORKAMBI	14.3%	MULTIPLE SCLEROSIS	MAYZENT	13.3%
CYSTIC FIBROSIS	PULMOZYME	15.9%	MULTIPLE SCLEROSIS	PLEGRIDY	14.3%
CYSTIC FIBROSIS	SYMDEKO	14.3%	MULTIPLE SCLEROSIS	REBIF	14.8%
CYSTIC FIBROSIS	TOBI	14.6%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.8%
CYSTIC FIBROSIS	TOBI PODHALER	14.6%	MULTIPLE SCLEROSIS	TECFIDERA	14.8%
CYSTIC FIBROSIS	TOBRAMYCIN	37.8%	MULTIPLE SCLEROSIS	VUMERITY	13.3%
CYSTIC FIBROSIS	TRIKAFTA	14.3%	MULTIPLE SCLEROSIS	ZEPOSIA	13.3%
ENDOCRINE	BUPHENYL	15.6%	MUSCULOSKELETAL AGENTS	EVRYSDI	8.2%
ENDOCRINE	BYNFEZIA	9.2%	NARCOLEPSY	WAKIX	14.3%
ENDOCRINE	CARBAGLU	8.2%	NEUTROPENIA	FULPHILA	14.6%
ENDOCRINE	CHENODAL	10.2%	NEUTROPENIA	GRANIX	14.6%
ENDOCRINE	CLOVIQUE	33.7%	NEUTROPENIA	LEUKINE	14.6%
ENDOCRINE	CUPRIMINE	14.9%	NEUTROPENIA	NEULASTA	14.6%
ENDOCRINE	CYSTADANE	11.3%	NEUTROPENIA	NEUPOGEN	14.6%
ENDOCRINE	CYSTADROPS	11.3%	NEUTROPENIA	NIVESTYM	14.6%
ENDOCRINE	CYSTARAN	13.8%	NEUTROPENIA	UDENYCA	14.6%
ENDOCRINE	DEPEN TITRATABS	14.8%	NEUTROPENIA	ZARXIO	14.6%
ENDOCRINE	D-PENAMINE	13.8%	NEUTROPENIA	ZIEXTENZO	14.3%
ENDOCRINE	EGRIFTA	14.3%	ONCOLOGY - INJECTABLE	ELIGARD	13.4%
ENDOCRINE	FIRMAGON	14.3%	ONCOLOGY - INJECTABLE	INTRON A	14.3%
ENDOCRINE	GATTEX	15.6%	ONCOLOGY - INJECTABLE	LEUPROLIDE	53.2%
ENDOCRINE	H.P. ACTHAR	14.3%	ONCOLOGY - INJECTABLE	SYLATRON	14.3%
ENDOCRINE	ISTURISA	11.3%	ONCOLOGY - INJECTABLE	SYNRIBO	12.3%
ENDOCRINE	JYNARQUE	13.3%	ONCOLOGY - ORAL	ABIRATERONE	82.7%
ENDOCRINE	KEVEYIS	13.8%	ONCOLOGY - ORAL	AFINITOR	14.9%
ENDOCRINE	KORLYM	12.3%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.9%
ENDOCRINE	KUVAN	13.5%	ONCOLOGY - ORAL	ALECENSA	14.9%
ENDOCRINE	MYALEPT	8.2%	ONCOLOGY - ORAL	ALKERAN	16.3%
ENDOCRINE	NATPARA	14.1%	ONCOLOGY - ORAL	ALUNBRIG	12.8%

ENDOCRINE	NITYR	12.8%	ONCOLOGY - ORAL	AYVAKIT	15.3%
ENDOCRINE	OCTREOTIDE ACETATE	57.3%	ONCOLOGY - ORAL	BALVERSA	14.3%
ENDOCRINE	PENICILLAMINE	33.7%	ONCOLOGY - ORAL	BEXAROTENE	34.1%
ENDOCRINE	PROCYSBI	8.2%	ONCOLOGY - ORAL	BOSULIF	14.3%
ENDOCRINE	RAVICTI	15.9%	ONCOLOGY - ORAL	BRAFTOVI	14.8%
ENDOCRINE	SAMSCA	14.3%	ONCOLOGY - ORAL	CABOMETYX	13.3%
ENDOCRINE	SANDOSTATIN	14.6%	ONCOLOGY - ORAL	CALQUENCE	14.3%
ENDOCRINE	SAPROPTERIN	41.9%	ONCOLOGY - ORAL	CAPECITABINE	79.6%
ENDOCRINE	SIGNIFOR	8.2%	ONCOLOGY - ORAL	CAPRELSA	10.2%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.7%	ONCOLOGY - ORAL	COMETRIQ	11.8%
ENDOCRINE	SOMATULINE DEPOT	14.3%	ONCOLOGY - ORAL	COPIKTRA	15.3%
ENDOCRINE	SOMAVERT	11.5%	ONCOLOGY - ORAL	COTELLIC	13.3%
ENDOCRINE	SYPRINE	14.3%	ONCOLOGY - ORAL	DAURISMO	13.3%
ENDOCRINE	THIOLA	12.3%	ONCOLOGY - ORAL	ERIVEDGE	13.3%
ENDOCRINE	TOLVAPTAN	33.7%	ONCOLOGY - ORAL	ERLEADA	14.3%
ENDOCRINE	TRIENTINE	84.7%	ONCOLOGY - ORAL	ERLOTINIB	33.7%
ENDOCRINE	XERMELO	13.8%	ONCOLOGY - ORAL	ETOPOSIDE	33.7%
ENDOCRINE	XURIDEN	13.3%	ONCOLOGY - ORAL	EVEROLIMUS	45.9%
ENZYME DEFICIENCY	CHOLBAM	5.1%	ONCOLOGY - ORAL	FARYDAK	12.3%
ENZYME DEFICIENCY	CYSTAGON	11.8%	ONCOLOGY - ORAL	GILOTRIF	8.2%
ENZYME DEFICIENCY	GALAFOLD	14.8%	ONCOLOGY - ORAL	GLEEVEC	16.3%
ENZYME DEFICIENCY	MIGLUSTAT	33.7%	ONCOLOGY - ORAL	GLEOSTINE	16.3%
ENZYME DEFICIENCY	NITISINONE	33.7%	ONCOLOGY - ORAL	HYCANTIN	15.6%
ENZYME DEFICIENCY	ORFADIN	3.1%	ONCOLOGY - ORAL	IBRANCE	13.8%
ENZYME DEFICIENCY	PALYNZIQ	12.3%	ONCOLOGY - ORAL	ICLUSIG	13.6%
ENZYME DEFICIENCY	STRENSIQ	12.1%	ONCOLOGY - ORAL	IDHIFA	15.3%
ENZYME DEFICIENCY	SUCRAID	13.0%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.4%
ENZYME DEFICIENCY	TEGSEDI	8.2%	ONCOLOGY - ORAL	IMBRUVICA	14.8%
ENZYME DEFICIENCY	ZAVESCA	8.2%	ONCOLOGY - ORAL	INLYTA	14.4%
GAUCHERS DISEASE	CERDELGA	14.3%	ONCOLOGY - ORAL	INQOVI	11.3%
GENETIC DISORDER	DOJOLVI	15.9%	ONCOLOGY - ORAL	INREBIC	13.3%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.9%	ONCOLOGY - ORAL	IRESSA	15.3%
GROWTH HORMONE DEFICIENCY	HUMATROPE	15.5%	ONCOLOGY - ORAL	JAKAFI	13.3%
GROWTH HORMONE DEFICIENCY	INCRELEX	14.3%	ONCOLOGY - ORAL	KISQALI	15.3%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.8%	ONCOLOGY - ORAL	KISQALI FEMARA	15.9%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	15.0%	ONCOLOGY - ORAL	KOSELUGO	14.6%
GROWTH HORMONE DEFICIENCY	OMNITROPE	15.3%	ONCOLOGY - ORAL	LAPATINIB	33.7%
GROWTH HORMONE DEFICIENCY	SAIZEN	18.3%	ONCOLOGY - ORAL	LENVIMA	15.3%
GROWTH HORMONE DEFICIENCY	SEROSTIM	14.3%	ONCOLOGY - ORAL	LONSURF	13.3%
GROWTH HORMONE DEFICIENCY	ZOMACTON	15.5%	ONCOLOGY - ORAL	LORBRENA	12.3%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.8%	ONCOLOGY - ORAL	LYNPARZA	13.0%
HEMATOLOGIC	BERINERT	13.3%	ONCOLOGY - ORAL	MATULANE	13.8%
HEMATOLOGIC	CABLIVI	14.3%	ONCOLOGY - ORAL	MEKINIST	12.3%

HEMATOLOGIC	CINRYZE	15.3%	ONCOLOGY - ORAL	MEKTOVI	14.8%
HEMATOLOGIC	DOPTelet	14.3%	ONCOLOGY - ORAL	MELPHALAN	33.7%
HEMATOLOGIC	FIRAZYR	14.3%	ONCOLOGY - ORAL	MESNEX	14.8%
HEMATOLOGIC	HAEGARDA	13.3%	ONCOLOGY - ORAL	NERLYNX	15.1%
HEMATOLOGIC	ICATIBANT	33.7%	ONCOLOGY - ORAL	NEXAVAR	13.3%
HEMATOLOGIC	MOZOBIL	14.3%	ONCOLOGY - ORAL	NILANDRON	15.9%
HEMATOLOGIC	MULPLETA	14.3%	ONCOLOGY - ORAL	NILUTAMIDE	28.6%
HEMATOLOGIC	OXBRYTA	12.8%	ONCOLOGY - ORAL	NINLARO	14.3%
HEMATOLOGIC	PROMACTA	14.3%	ONCOLOGY - ORAL	NUBEQA	14.3%
HEMATOLOGIC	RUCONEST	14.1%	ONCOLOGY - ORAL	ODOMZO	14.6%
HEMATOLOGIC	TAKHZYRO	14.3%	ONCOLOGY - ORAL	ONUREG	12.8%
HEMATOLOGIC	TAVALISSE	14.3%	ONCOLOGY - ORAL	PEMAZYRE	14.8%
HEMOPHILIA - INFUSED	ADVATE	43.8%	ONCOLOGY - ORAL	PIQRAY	12.8%
HEMOPHILIA - INFUSED	ADYNOVATE	34.7%	ONCOLOGY - ORAL	POMALYST	13.8%
HEMOPHILIA - INFUSED	AFSTYLA	34.6%	ONCOLOGY - ORAL	PURIXAN	13.3%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.6%	ONCOLOGY - ORAL	QINLOCK	15.3%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.8%	ONCOLOGY - ORAL	RETEVMO	13.3%
HEMOPHILIA - INFUSED	ALPROLIX	14.3%	ONCOLOGY - ORAL	REVLIMID	15.6%
HEMOPHILIA - INFUSED	BENEFIX	15.3%	ONCOLOGY - ORAL	ROZLYTREK	16.3%
HEMOPHILIA - INFUSED	COAGADEX	30.6%	ONCOLOGY - ORAL	RUBRACA	15.3%
HEMOPHILIA - INFUSED	CORIFACT	28.6%	ONCOLOGY - ORAL	RYDAPT	16.3%
HEMOPHILIA - INFUSED	ELOCTATE	28.6%	ONCOLOGY - ORAL	SPRYCEL	16.3%
HEMOPHILIA - INFUSED	FEIBA	40.7%	ONCOLOGY - ORAL	STIVARGA	12.8%
HEMOPHILIA - INFUSED	HEMOFIL M	44.9%	ONCOLOGY - ORAL	SUTENT	15.6%
HEMOPHILIA - INFUSED	HUMATE-P	37.7%	ONCOLOGY - ORAL	TABLOID	16.3%
HEMOPHILIA - INFUSED	IDELVION	14.3%	ONCOLOGY - ORAL	TABRECTA	13.3%
HEMOPHILIA - INFUSED	IXINITY	14.3%	ONCOLOGY - ORAL	TAFINLAR	14.3%
HEMOPHILIA - INFUSED	JIVI	23.5%	ONCOLOGY - ORAL	TAGRISSO	14.3%
HEMOPHILIA - INFUSED	KOATE	42.9%	ONCOLOGY - ORAL	TALZENNA	14.3%
HEMOPHILIA - INFUSED	KOATE-DVI	42.9%	ONCOLOGY - ORAL	TARCEVA	16.2%
HEMOPHILIA - INFUSED	KOGENATE FS	47.8%	ONCOLOGY - ORAL	TARGRETIN	14.8%
HEMOPHILIA - INFUSED	KOVALTRY	46.2%	ONCOLOGY - ORAL	TASIGNA	14.3%
HEMOPHILIA - INFUSED	MONONINE	32.1%	ONCOLOGY - ORAL	TAZVERIK	14.6%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.8%	ONCOLOGY - ORAL	TEMODAR	15.6%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.9%	ONCOLOGY - ORAL	TEMOZOLOMIDE	52.1%
HEMOPHILIA - INFUSED	NUWIQ	48.7%	ONCOLOGY - ORAL	THALOMID	15.6%
HEMOPHILIA - INFUSED	PROFILNINE	30.7%	ONCOLOGY - ORAL	TIBSOVO	14.3%

HEMOPHILIA - INFUSED	REBINYN	18.4%	ONCOLOGY - ORAL	TRETINOIN	84.7%
HEMOPHILIA - INFUSED	RECOMBINATE	41.9%	ONCOLOGY - ORAL	TUKYSA	14.6%
HEMOPHILIA - INFUSED	RIXUBIS	14.6%	ONCOLOGY - ORAL	TURALIO	14.8%
HEMOPHILIA - INFUSED	TRETEN	15.2%	ONCOLOGY - ORAL	TYKERB	15.6%
HEMOPHILIA - INFUSED	VONVENDI	13.3%	ONCOLOGY - ORAL	VENCLEXTA	13.3%
HEMOPHILIA - INFUSED	WILATE	42.9%	ONCOLOGY - ORAL	VERZENIO	13.8%
HEMOPHILIA - INFUSED	XYNTHA	39.0%	ONCOLOGY - ORAL	VITRAKVI	15.3%
HEMOPHILIA - INJECTABLE	HEMLIBRA	13.3%	ONCOLOGY - ORAL	VIZIMPRO	9.2%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.7%	ONCOLOGY - ORAL	VOTRIENT	14.3%
HEPATITIS B	BARACLUDE	14.6%	ONCOLOGY - ORAL	XALKORI	12.8%
HEPATITIS B	ENTECAVIR	61.9%	ONCOLOGY - ORAL	XELODA	16.3%
HEPATITIS B	EPIVIR HBV	15.1%	ONCOLOGY - ORAL	XOSPATA	15.3%
HEPATITIS B	HEPSERA	14.5%	ONCOLOGY - ORAL	XPOVIO	15.1%
HEPATITIS B	LAMIVUDINE HBV	33.7%	ONCOLOGY - ORAL	XTANDI	14.3%
HEPATITIS B	VEMLIDY	14.1%	ONCOLOGY - ORAL	YONSA	14.3%
HEPATITIS C	EPCLUSA	14.8%	ONCOLOGY - ORAL	ZEJULA	14.6%
HEPATITIS C	HARVONI	15.9%	ONCOLOGY - ORAL	ZELBORAF	13.8%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.9%	ONCOLOGY - ORAL	ZOLINZA	15.6%
HEPATITIS C	MAVYRET	14.8%	ONCOLOGY - ORAL	ZYDELIG	15.3%
HEPATITIS C	PEGASYS	17.3%	ONCOLOGY - ORAL	ZYKADIA	13.8%
HEPATITIS C	PEGINTRON	18.3%	ONCOLOGY - ORAL	ZYTIGA	14.3%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.8%	ONCOLOGY - TOPICAL	TARGRETIN	14.8%
HEPATITIS C	SOVALDI	14.8%	ONCOLOGY - TOPICAL	VALCHLOR	10.8%
HEPATITIS C	VIEKIRA PAK	14.3%	OPHTHALMIC	OXERVATE	13.3%
HEPATITIS C	VOSEVI	14.8%	OSTEOPOROSIS	FORTEO	14.7%
HEPATITIS C	ZEPATIER	14.7%	OSTEOPOROSIS	TERIPARATIDE	14.3%
IMMUNE MODULATOR	ACTIMMUNE	15.1%	OSTEOPOROSIS	TYMLOS	14.1%
IMMUNE MODULATOR	ARCALYST	15.9%	PARKINSONS DISEASE	APOKYN	12.4%
IMMUNOLOGICAL AGENTS	PALFORZIA	3.1%	PARKINSONS DISEASE	INBRIJA	13.3%
INFERTILITY	CETROTIDE	18.0%	PULMONARY DISEASE	ESBRIET	14.3%
INFERTILITY	CHORIONIC GONADOTROPIN	33.7%	PULMONARY DISEASE	OFEV	13.3%
INFERTILITY	FOLLISTIM AQ	25.0%	PULMONARY HYPERTENSION	ADCIRCA	14.3%
INFERTILITY	GANIRELIX ACETATE	17.4%	PULMONARY HYPERTENSION	ADEMPAS	14.3%
INFERTILITY	GONAL-F	23.6%	PULMONARY HYPERTENSION	ALYQ	59.2%
INFERTILITY	GONAL-F RFF	23.6%	PULMONARY HYPERTENSION	AMBRISANTAN	54.1%
INFERTILITY	MENOPUR	17.6%	PULMONARY HYPERTENSION	BOSENTAN	33.7%
INFERTILITY	NOVAREL	33.7%	PULMONARY HYPERTENSION	LETAIRIS	13.5%
INFERTILITY	OVIDREL	18.0%	PULMONARY HYPERTENSION	OPSUMIT	14.6%

INFERTILITY	PREGNYL	33.7%	PULMONARY HYPERTENSION	ORENITRAM	14.3%
INFLAMMATORY CONDITIONS	ACTEMRA	15.0%	PULMONARY HYPERTENSION	REVATIO	14.1%
INFLAMMATORY CONDITIONS	CIMZIA	16.4%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFLAMMATORY CONDITIONS	COSENTYX	14.3%	PULMONARY HYPERTENSION	TADALAFIL	33.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.9%	PULMONARY HYPERTENSION	TRACLEER	14.3%
INFLAMMATORY CONDITIONS	EMFLAZA	11.8%	PULMONARY HYPERTENSION	TYVASO	13.8%
INFLAMMATORY CONDITIONS	ENBREL	14.8%	PULMONARY HYPERTENSION	UPTRAVI	15.6%
INFLAMMATORY CONDITIONS	HUMIRA	16.4%	PULMONARY HYPERTENSION	VENTAVIS*	13.8%
INFLAMMATORY CONDITIONS	ILUMYA	14.9%			

*Includes Nebulizer

(the guarantee in this table supersedes the guarantee in the preceding pages)

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2023			
	Combined Discount Guarantee - Broad Network			
-	Retail Brand, Average Wholesale Price (AWP) less			19.1%
-	Retail Brand -- 90 Day Supply, AWP less			21.5%
-	Retail Generic - 30 and 90 Day Supply, AWP less			83.0%
-	Mail Order Brand, AWP less			24.5%
-	Mail Order Generic, AWP less			85.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Broad Network			
-	Retail Brand - 30 Day			\$0.50
-	Retail Brand -- 90 Day Supply			\$0.25
-	Retail Generic - 30 Day			\$0.50
-	Retail Generic -- 90 Day Supply			\$0.25
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee			
-	Basis, per script			Brand
-	Retail - 30 and 90 Day			\$165.43
-	Mail Order			\$287.98
-	Specialty	Included In Retail	Included In Retail	Included In Retail
	Credits and Allowances			
-	Rebate Fee Credit (PEPM)			\$40.95
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			

Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.
Conditions	<p>Discount & Dispense Fee Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims. • The Arrangement excludes vaccines. • The Arrangement includes usual & customary claims, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. • The Mail Order guarantee includes drugs dispensed for 46 days or greater. • When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees. • Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees. • Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims), claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims. • "Rebate Credit" is a credit towards the achievement of the guaranteed Rebate amount, and/or Rebate Fee Credit. The Rebate Credit is applied in the event of a change impacting the level of Rebates expected as a result of the availability of clinically comparable lower Rebate drugs. The Rebate Credit is calculated as the difference in pharmaceutical manufacturer revenue between what United would have invoiced pharmaceutical manufacturers if the Customer continued to prefer the originator brand product and the actual pharmaceutical manufacturer revenue received after favoring the new product (e.g. biosimilar, an authorized brand alternative, reduction of wholesale acquisition cost (WAC) on a Brand Drug subject to Rebates, launch of a lower cost non-Generic Drug alternative). The Rebate Credit does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection. <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates
- if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates
- if Customer changes or does not elect an incented plan design
- United will pay Fixed Rebates consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, We will retain the excess, including any Rebates United may earn on prescription drug products in any tiers not included in this arrangement and any related interest.
- Specialty rebates are included in the guaranteed retail per-script rebates above.
- Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.
- If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.
- Drugs in the following Specialty therapeutic categories are included in the retail per-Brand guarantees: None.
- Vaccines are excluded from the claim counts.

Credits and Allowances

- Rebate Fee Credit: In addition to the guaranteed rebates, Customer will receive a rebate fee credit. Under this arrangement, rebates retained by United are used to lower the medical administration fee.

General Conditions

- All pricing guarantees shall remain in effect for the entire contract period of 01/01/2023 through 12/31/2023 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
- Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.
- Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.
- On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.
- Pricing and guarantees assume enrollment of 959 Employees and 1,893 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.
- The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount.
- All pricing guarantees require the selection of United as the exclusive mail provider.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates prior to the end of the Pharmacy Pricing Term.

	<ul style="list-style-type: none"> • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.
TRRX (02/2022)	

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	<p>Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.</p> <p>Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.</p>
Criteria	<p>Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.</p> <p>The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.</p>
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark

• On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	15.3%	INFLAMMATORY CONDITIONS	ILUMYA	14.9%
ANEMIA	EPOGEN	14.1%	INFLAMMATORY CONDITIONS	KEVZARA	10.8%
ANEMIA	PROCRIT	14.4%	INFLAMMATORY CONDITIONS	KINERET	14.3%
ANEMIA	RETACRIT	14.9%	INFLAMMATORY CONDITIONS	OLUMIANT	13.3%
ANTICONVULSANT	DIACOMIT	13.3%	INFLAMMATORY CONDITIONS	ORENCIA	15.0%
ANTICONVULSANT	EPIDIOLEX	13.3%	INFLAMMATORY CONDITIONS	OTEZLA	14.8%
ANTICONVULSANT	FINTEPLA	11.3%	INFLAMMATORY CONDITIONS	RIDAURA	14.9%
ANTIHYPERTENSIVE	JUXTAPID	14.1%	INFLAMMATORY CONDITIONS	RINVOQ	14.9%
ANTI-INFECTIVE	ARIKAYCE	13.8%	INFLAMMATORY CONDITIONS	SILIQ	12.3%
ANTI-INFECTIVE	DARAPRIM	13.3%	INFLAMMATORY CONDITIONS	SIMPONI	14.9%
ANTI-INFECTIVE	PYRIMETHAMINE	13.3%	INFLAMMATORY CONDITIONS	SKYRIZI	18.9%
ASTHMA	FASENRA	13.3%	INFLAMMATORY CONDITIONS	STELARA	16.9%
ASTHMA	NUCALA	13.3%	INFLAMMATORY CONDITIONS	TALTZ	12.3%
ASTHMA	XOLAIR	13.3%	INFLAMMATORY CONDITIONS	TREMFYA	14.9%
CARDIOVASCULAR	DROXIDOPA	33.7%	INFLAMMATORY CONDITIONS	XELJANZ	14.9%
CARDIOVASCULAR	NORTHERA	14.8%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.9%
CARDIOVASCULAR	VYNDAMAX	16.1%	IRON OVERLOAD	DEFERASIROX	66.7%
CARDIOVASCULAR	VYNDAQEL	13.3%	IRON OVERLOAD	EXJADE	13.0%
CNS AGENTS	AUSTEDO	14.3%	IRON OVERLOAD	FERRIPROX	13.3%
CNS AGENTS	ENSPRYNG	12.8%	IRON OVERLOAD	JADENU	14.3%
CNS AGENTS	FIRDAPSE	11.3%	LIVER DISEASE	OALIVA	15.9%
CNS AGENTS	HETLIOZ	14.8%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	14.3%
CNS AGENTS	INGREZZA	13.8%	MOOD DISORDER DRUGS	SPRAVATO	14.3%
CNS AGENTS	RILUTEK	14.3%	MULTIPLE SCLEROSIS	AMPYRA	12.6%
CNS AGENTS	RILUZOLE	92.7%	MULTIPLE SCLEROSIS	AUBAGIO	13.3%
CNS AGENTS	RUZURGI	12.3%	MULTIPLE SCLEROSIS	AVONEX	14.8%
CNS AGENTS	SABRIL	16.9%	MULTIPLE SCLEROSIS	BAFIERTAM	14.8%
CNS AGENTS	TETRABENAZINE	49.0%	MULTIPLE SCLEROSIS	BETASERON	14.9%
CNS AGENTS	TIGLUTIK	11.3%	MULTIPLE SCLEROSIS	COPAXONE	15.5%

CNS AGENTS	VIGABATRIN	18.4%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.9%
CNS AGENTS	VIGADRONE	17.4%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	79.6%
CNS AGENTS	XENAZINE	16.4%	MULTIPLE SCLEROSIS	EXTAVIA	14.9%
CNS AGENTS	XYREM	7.2%	MULTIPLE SCLEROSIS	GILENYA	14.8%
CNS AGENTS	XYWAV	8.2%	MULTIPLE SCLEROSIS	GLATIRAMER	79.6%
CYSTIC FIBROSIS	BETHKIS	12.3%	MULTIPLE SCLEROSIS	GLATOPA	79.6%
CYSTIC FIBROSIS	CAYSTON	15.3%	MULTIPLE SCLEROSIS	KESIMPTA	14.8%
CYSTIC FIBROSIS	KALYDECO	14.3%	MULTIPLE SCLEROSIS	MAVENCLAD	14.8%
CYSTIC FIBROSIS	KITABIS PAK	13.3%	MULTIPLE SCLEROSIS	MAYZENT	14.8%
CYSTIC FIBROSIS	ORKAMBI	14.3%	MULTIPLE SCLEROSIS	PLEGRIDY	14.3%
CYSTIC FIBROSIS	PULMOZYME	15.9%	MULTIPLE SCLEROSIS	PONVORY	11.8%
CYSTIC FIBROSIS	SYMDEKO	14.3%	MULTIPLE SCLEROSIS	REBIF	14.8%
CYSTIC FIBROSIS	TOBI	14.6%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.8%
CYSTIC FIBROSIS	TOBI PODHALER	14.6%	MULTIPLE SCLEROSIS	TECFIDERA	14.8%
CYSTIC FIBROSIS	TOBRAMYCIN	69.4%	MULTIPLE SCLEROSIS	VUMERITY	13.3%
CYSTIC FIBROSIS	TRIKAFTA	14.3%	MULTIPLE SCLEROSIS	ZEPOSIA	13.3%
ENDOCRINE	BUPHENYL	15.6%	MUSCULOSKELETAL AGENTS	EVRYSDI	8.2%
ENDOCRINE	BYNFEZIA	9.2%	NARCOLEPSY	WAKIX	14.3%
ENDOCRINE	CARBAGLU	8.2%	NEUTROPENIA	FULPHILA	14.6%
ENDOCRINE	CHENODAL	10.2%	NEUTROPENIA	GRANIX	14.6%
ENDOCRINE	CLOVIQUE	33.7%	NEUTROPENIA	LEUKINE	14.6%
ENDOCRINE	CUPRIMINE	14.9%	NEUTROPENIA	NEULASTA	14.6%
ENDOCRINE	CYSTADANE	11.3%	NEUTROPENIA	NEUPOGEN	14.6%
ENDOCRINE	CYSTADROPS	11.3%	NEUTROPENIA	NIVESTYM	14.6%
ENDOCRINE	CYSTARAN	13.8%	NEUTROPENIA	NYVEPRIA	12.3%
ENDOCRINE	DEPEN TITRATABS	14.8%	NEUTROPENIA	UDENYCA	14.6%
ENDOCRINE	D-PENAMINE	13.8%	NEUTROPENIA	ZARXIO	14.6%
ENDOCRINE	EGRIFTA	14.3%	NEUTROPENIA	ZIEXTENZO	14.3%
ENDOCRINE	FIRMAGON	14.3%	ONCOLOGY - INJECTABLE	ELIGARD	13.4%
ENDOCRINE	GATTEX	15.6%	ONCOLOGY - INJECTABLE	INTRON A	14.3%
ENDOCRINE	H.P. ACTHAR	14.3%	ONCOLOGY - INJECTABLE	LEUPROLIDE	63.3%
ENDOCRINE	IMCIVREE	14.3%	ONCOLOGY - INJECTABLE	SYNRIBO	14.6%
ENDOCRINE	ISTURISA	11.3%	ONCOLOGY - ORAL	ABIRATERONE	82.7%
ENDOCRINE	JYNARQUE	13.3%	ONCOLOGY - ORAL	AFINITOR	14.9%
ENDOCRINE	KEVEYIS	13.8%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.9%
ENDOCRINE	KORLYM	12.3%	ONCOLOGY - ORAL	ALECENSA	14.9%
ENDOCRINE	KUVAN	13.5%	ONCOLOGY - ORAL	ALKERAN	16.3%

ENDOCRINE	MYALEPT	8.2%	ONCOLOGY - ORAL	ALUNBRIG	12.8%
ENDOCRINE	NATPARA	14.1%	ONCOLOGY - ORAL	AYVAKIT	15.3%
ENDOCRINE	NITYR	13.8%	ONCOLOGY - ORAL	BALVERSA	14.3%
ENDOCRINE	OCTREOTIDE ACETATE	57.3%	ONCOLOGY - ORAL	BEXAROTENE	34.1%
ENDOCRINE	PENICILLAMINE	33.7%	ONCOLOGY - ORAL	BOSULIF	14.3%
ENDOCRINE	PROCYSBI	8.2%	ONCOLOGY - ORAL	BRAFTOVI	14.8%
ENDOCRINE	RAVICTI	15.9%	ONCOLOGY - ORAL	BRUKINSA	13.8%
ENDOCRINE	SAMSCA	14.3%	ONCOLOGY - ORAL	CABOMETYX	13.3%
ENDOCRINE	SANDOSTATIN	14.6%	ONCOLOGY - ORAL	CALQUENCE	14.3%
ENDOCRINE	SAPROPTERIN	41.9%	ONCOLOGY - ORAL	CAPECITABINE	82.7%
ENDOCRINE	SIGNIFOR	8.2%	ONCOLOGY - ORAL	CAPRELSA	10.2%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.7%	ONCOLOGY - ORAL	COMETRIQ	13.8%
ENDOCRINE	SOMATULINE DEPOT	14.3%	ONCOLOGY - ORAL	COPIKTRA	15.3%
ENDOCRINE	SOMAVERT	11.5%	ONCOLOGY - ORAL	COTELLIC	13.3%
ENDOCRINE	SYPRINE	14.3%	ONCOLOGY - ORAL	DAURISMO	13.3%
ENDOCRINE	THIOLA	12.3%	ONCOLOGY - ORAL	ERIVEDGE	13.3%
ENDOCRINE	TOLVAPTAN	33.7%	ONCOLOGY - ORAL	ERLEADA	14.3%
ENDOCRINE	TRIENTINE	84.7%	ONCOLOGY - ORAL	ERLOTINIB	33.7%
ENDOCRINE	XERMELO	13.8%	ONCOLOGY - ORAL	ETOPOSIDE	33.7%
ENDOCRINE	XURIDEN	13.3%	ONCOLOGY - ORAL	EVEROLIMUS	45.9%
ENZYME DEFICIENCY	CHOLBAM	5.1%	ONCOLOGY - ORAL	FARYDAK	12.3%
ENZYME DEFICIENCY	CYSTAGON	11.8%	ONCOLOGY - ORAL	FOTIVDA	14.1%
ENZYME DEFICIENCY	GALAFOLD	14.8%	ONCOLOGY - ORAL	GILOTRIF	8.2%
ENZYME DEFICIENCY	MIGLUSTAT	33.7%	ONCOLOGY - ORAL	GLEEVEC	16.3%
ENZYME DEFICIENCY	NITISINONE	33.7%	ONCOLOGY - ORAL	GLEOSTINE	16.3%
ENZYME DEFICIENCY	ORFADIN	3.1%	ONCOLOGY - ORAL	HYCAMTIN	15.6%
ENZYME DEFICIENCY	PALYNZIQ	12.3%	ONCOLOGY - ORAL	IBRANCE	14.8%
ENZYME DEFICIENCY	STRENSIQ	12.1%	ONCOLOGY - ORAL	ICLUSIG	13.6%
ENZYME DEFICIENCY	SUCRAID	13.0%	ONCOLOGY - ORAL	IDHIFA	15.3%
ENZYME DEFICIENCY	TEGSEDI	8.2%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.4%
ENZYME DEFICIENCY	ZAVESCA	8.2%	ONCOLOGY - ORAL	IMBRUVICA	14.8%
GAUCHERS DISEASE	CERDELGA	14.3%	ONCOLOGY - ORAL	INLYTA	14.4%
GENETIC DISORDER	DOJOLVI	15.9%	ONCOLOGY - ORAL	INQOVI	11.3%

GENETIC DISORDER	ZOKINVY	14.3%	ONCOLOGY - ORAL	INREBIC	13.3%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.9%	ONCOLOGY - ORAL	IRESSA	15.3%
GROWTH HORMONE DEFICIENCY	HUMATROPE	15.5%	ONCOLOGY - ORAL	JAKAFI	13.3%
GROWTH HORMONE DEFICIENCY	INCRELEX	14.3%	ONCOLOGY - ORAL	KISQALI	15.3%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.8%	ONCOLOGY - ORAL	KISQALI FEMARA	15.9%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	15.0%	ONCOLOGY - ORAL	KOSELUGO	14.6%
GROWTH HORMONE DEFICIENCY	OMNITROPE	15.3%	ONCOLOGY - ORAL	LAPATINIB	33.7%
GROWTH HORMONE DEFICIENCY	SAIZEN	18.3%	ONCOLOGY - ORAL	LENVIMA	15.3%
GROWTH HORMONE DEFICIENCY	SEROSTIM	14.3%	ONCOLOGY - ORAL	LONSURF	13.3%
GROWTH HORMONE DEFICIENCY	ZOMACTON	15.5%	ONCOLOGY - ORAL	LORBRENA	12.3%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.8%	ONCOLOGY - ORAL	LUMAKRAS	13.3%
HEMATOLOGIC	BERINERT	13.3%	ONCOLOGY - ORAL	LYNPARZA	13.0%
HEMATOLOGIC	CABLIVI	14.3%	ONCOLOGY - ORAL	MATULANE	13.8%
HEMATOLOGIC	CINRYZE	15.3%	ONCOLOGY - ORAL	MEKINIST	12.3%
HEMATOLOGIC	DOPTelet	14.3%	ONCOLOGY - ORAL	MEKTOVI	14.8%
HEMATOLOGIC	FIRAZYR	15.1%	ONCOLOGY - ORAL	MELPHALAN	33.7%
HEMATOLOGIC	HAEGARDA	13.3%	ONCOLOGY - ORAL	MESNEX	14.8%
HEMATOLOGIC	ICATIBANT	33.7%	ONCOLOGY - ORAL	NERLYNX	15.1%
HEMATOLOGIC	MOZOBIL	14.3%	ONCOLOGY - ORAL	NEXAVAR	13.3%
HEMATOLOGIC	MULPLETA	14.3%	ONCOLOGY - ORAL	NILANDRON	15.9%
HEMATOLOGIC	OXBRYTA	12.8%	ONCOLOGY - ORAL	NILUTAMIDE	40.9%
HEMATOLOGIC	PROMACTA	14.3%	ONCOLOGY - ORAL	NINLARO	14.3%
HEMATOLOGIC	RUCONEST	14.1%	ONCOLOGY - ORAL	NUBEQA	14.3%
HEMATOLOGIC	SAJAZIR	23.5%	ONCOLOGY - ORAL	ODOMZO	14.6%
HEMATOLOGIC	TAKHZYRO	14.3%	ONCOLOGY - ORAL	ONUREG	12.8%
HEMATOLOGIC	TAVALISSE	14.3%	ONCOLOGY - ORAL	ORGOVYX	15.1%
HEMOPHILIA - INFUSED	ADVATE	43.8%	ONCOLOGY - ORAL	PEMAZYRE	14.8%
HEMOPHILIA - INFUSED	ADYNOVATE	34.7%	ONCOLOGY - ORAL	PIQRAY	12.8%
HEMOPHILIA - INFUSED	AFSTYLA	34.6%	ONCOLOGY - ORAL	POMALYST	13.8%

HEMOPHILIA - INFUSED	ALPHANATE/VO N WILLEBRAND	42.6%	ONCOLOGY - ORAL	PURIXAN	13.3%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.8%	ONCOLOGY - ORAL	QINLOCK	15.3%
HEMOPHILIA - INFUSED	ALPROLIX	14.3%	ONCOLOGY - ORAL	RETEVMO	13.3%
HEMOPHILIA - INFUSED	BENEFIX	15.3%	ONCOLOGY - ORAL	REVLIMID	15.6%
HEMOPHILIA - INFUSED	COAGADEX	30.6%	ONCOLOGY - ORAL	ROZLYTREK	16.3%
HEMOPHILIA - INFUSED	CORIFACT	28.6%	ONCOLOGY - ORAL	RUBRACA	15.3%
HEMOPHILIA - INFUSED	ELOCTATE	28.6%	ONCOLOGY - ORAL	RYDAPT	16.3%
HEMOPHILIA - INFUSED	ESPEROCT	23.5%	ONCOLOGY - ORAL	SPRYCEL	16.3%
HEMOPHILIA - INFUSED	FEIBA	40.7%	ONCOLOGY - ORAL	STIVARGA	12.8%
HEMOPHILIA - INFUSED	HEMOFIL M	44.9%	ONCOLOGY - ORAL	SUNITINIB	33.7%
HEMOPHILIA - INFUSED	HUMATE-P	37.7%	ONCOLOGY - ORAL	SUTENT	15.6%
HEMOPHILIA - INFUSED	IDELVION	14.3%	ONCOLOGY - ORAL	TABLOID	16.3%
HEMOPHILIA - INFUSED	IXINITY	14.3%	ONCOLOGY - ORAL	TABRECTA	13.3%
HEMOPHILIA - INFUSED	JIVI	23.5%	ONCOLOGY - ORAL	TAFINLAR	14.3%
HEMOPHILIA - INFUSED	KOATE	42.9%	ONCOLOGY - ORAL	TAGRISSE	14.3%
HEMOPHILIA - INFUSED	KOATE-DVI	42.9%	ONCOLOGY - ORAL	TALZENNA	14.3%
HEMOPHILIA - INFUSED	KOGENATE FS	47.8%	ONCOLOGY - ORAL	TARCEVA	16.2%
HEMOPHILIA - INFUSED	KOVALTRY	46.2%	ONCOLOGY - ORAL	TARGRETIN	14.8%
HEMOPHILIA - INFUSED	MONONINE	32.1%	ONCOLOGY - ORAL	TASIGNA	14.3%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.8%	ONCOLOGY - ORAL	TAZVERIK	14.6%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	38.9%	ONCOLOGY - ORAL	TEMODAR	15.6%
HEMOPHILIA - INFUSED	NUWIQ	48.7%	ONCOLOGY - ORAL	TEMOZOLOMIDE	59.6%
HEMOPHILIA - INFUSED	PROFILNINE	30.7%	ONCOLOGY - ORAL	TEPMETKO	13.3%
HEMOPHILIA - INFUSED	REBINYN	18.4%	ONCOLOGY - ORAL	THALOMID	15.6%
HEMOPHILIA - INFUSED	RECOMBINATE	41.9%	ONCOLOGY - ORAL	TIBSOVO	14.3%
HEMOPHILIA - INFUSED	RIXUBIS	14.6%	ONCOLOGY - ORAL	TRETINOIN	84.7%
HEMOPHILIA - INFUSED	SEVENFACT	23.5%	ONCOLOGY - ORAL	TUKYSA	14.6%
HEMOPHILIA - INFUSED	TRETTEN	15.2%	ONCOLOGY - ORAL	TURALIO	14.8%
HEMOPHILIA - INFUSED	VONVENDI	13.3%	ONCOLOGY - ORAL	TYKERB	15.6%
HEMOPHILIA - INFUSED	WILATE	42.9%	ONCOLOGY - ORAL	UKONIQ	13.3%
HEMOPHILIA - INFUSED	XYNTHA	39.0%	ONCOLOGY - ORAL	VENCLEXTA	13.3%
HEMOPHILIA - INJECTABLE	HEMLIBRA	13.3%	ONCOLOGY - ORAL	VERZENIO	16.1%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.7%	ONCOLOGY - ORAL	VITRAKVI	15.3%
HEPATITIS B	BARACLUDE	14.6%	ONCOLOGY - ORAL	VIZIMPRO	9.2%

HEPATITIS B	EMPAVELI	14.3%	ONCOLOGY - ORAL	VOTRIENT	14.3%
HEPATITIS B	ENTECAVIR	83.7%	ONCOLOGY - ORAL	XALKORI	12.8%
HEPATITIS B	EPIVIR HBV	15.1%	ONCOLOGY - ORAL	XELODA	16.3%
HEPATITIS B	HEPSERA	14.5%	ONCOLOGY - ORAL	XOSPATA	15.3%
HEPATITIS B	LAMIVUDINE HBV	33.7%	ONCOLOGY - ORAL	XPOVIO	15.1%
HEPATITIS B	VEMLIDY	14.1%	ONCOLOGY - ORAL	XTANDI	14.3%
HEPATITIS C	EPCLUSA	14.8%	ONCOLOGY - ORAL	YONSA	16.3%
HEPATITIS C	HARVONI	15.9%	ONCOLOGY - ORAL	ZEJULA	14.6%
HEPATITIS C	LEDIPASVIR/SOF OSBUVIR	15.9%	ONCOLOGY - ORAL	ZELBORAF	13.8%
HEPATITIS C	MAVYRET	14.8%	ONCOLOGY - ORAL	ZOLINZA	15.6%
HEPATITIS C	PEGASYS	17.3%	ONCOLOGY - ORAL	ZYDELIG	15.3%
HEPATITIS C	PEGINTRON	18.3%	ONCOLOGY - ORAL	ZYKADIA	13.8%
HEPATITIS C	SOFOSBUVIR/VE LPATASVIR	14.8%	ONCOLOGY - ORAL	ZYTIGA	14.3%
HEPATITIS C	SOVALDI	14.8%	ONCOLOGY - TOPICAL	TARGRETIN	14.8%
HEPATITIS C	VIEKIRA PAK	14.3%	ONCOLOGY - TOPICAL	VALCHLOR	10.8%
HEPATITIS C	VOSEVI	14.8%	OPHTHALMIC	OXERVATE	13.3%
HEPATITIS C	ZEPATIER	14.7%	OSTEOPOROSIS	FORTEO	14.7%
HEREDITARY ANGIOEDEMA	ORLADEYO	13.8%	OSTEOPOROSIS	TERIPARATIDE	14.3%
IMMUNE MODULATOR	ACTIMMUNE	15.1%	OSTEOPOROSIS	TYMLOS	14.1%
IMMUNE MODULATOR	ARCALYST	15.9%	PARKINSONS DISEASE	APOKYN	12.4%
IMMUNOLOGICAL AGENTS	LUPKYNIS	15.1%	PARKINSONS DISEASE	INBRIJA	13.3%
IMMUNOLOGICAL AGENTS	PALFORZIA	10.2%	PARKINSONS DISEASE	KYNMOBI	10.2%
INFERTILITY	CETROTIDE	18.0%	PULMONARY DISEASE	ESBRIET	14.3%
INFERTILITY	CHORIONIC GONADOTROPIN	69.9%	PULMONARY DISEASE	OFEV	13.3%
INFERTILITY	FOLLISTIM AQ	25.0%	PULMONARY HYPERTENSION	ADCIRCA	14.3%
INFERTILITY	GANIRELIX ACETATE	17.4%	PULMONARY HYPERTENSION	ADEMPAS	14.3%
INFERTILITY	GONAL-F	23.6%	PULMONARY HYPERTENSION	ALYQ	59.2%
INFERTILITY	GONAL-F RFF	23.6%	PULMONARY HYPERTENSION	AMBRISANTAN	59.2%
INFERTILITY	MENOPUR	17.6%	PULMONARY HYPERTENSION	BOSENTAN	33.7%
INFERTILITY	NOVAREL	33.7%	PULMONARY HYPERTENSION	LETAIRIS	13.5%
INFERTILITY	OVIDREL	18.0%	PULMONARY HYPERTENSION	OPSUMIT	14.6%
INFERTILITY	PREGNYL	33.7%	PULMONARY HYPERTENSION	ORENITRAM	14.3%
INFLAMMATORY CONDITIONS	ACTEMRA	15.0%	PULMONARY HYPERTENSION	REVATIO	14.1%
INFLAMMATORY CONDITIONS	CIMZIA	16.4%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%

INFLAMMATORY CONDITIONS	COSENTYX	14.3%	PULMONARY HYPERTENSION	TADALAFIL	33.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.9%	PULMONARY HYPERTENSION	TRACLEER	14.3%
INFLAMMATORY CONDITIONS	EMFLAZA	11.8%	PULMONARY HYPERTENSION	TYVASO	13.8%
INFLAMMATORY CONDITIONS	ENBREL	15.3%	PULMONARY HYPERTENSION	UPTRAVI	15.6%
INFLAMMATORY CONDITIONS	HUMIRA	16.9%	PULMONARY HYPERTENSION	VENTAVIS*	13.8%

*Includes
Nebulizer

10/2021

**UnitedHealthcare
Net Cost Guarantee**

Effective for
Policy Year
Beginning: January 1, 2022

UHC ASO
Billable Admin
Fee \$54.13 \$651,000 Annual ASO Base Fees
Percent of Fees
@ Risk 30% \$195,000 Annual Fees @ Risk
Fees @ Risk \$16.24 1,002 Number of Employees
Target Claim
Factor \$1,114.70

Risk Free Corridor>>	Claim PEPM			Amount at Risk
	\$1,114.70	up to	\$1,170.44	\$0
	\$1,170.45	up to	\$1,199.70	\$39,000
	\$1,199.71	up to	\$1,229.69	\$64,994
	\$1,229.70	up to	\$1,260.44	\$90,987
	\$1,260.45	up to	\$1,291.95	\$116,981
	\$1,291.96	up to	\$1,324.24	\$142,974
	\$1,324.25	up to	\$1,357.35	\$168,968
	\$1,357.36	up to	\$1,393.39	\$195,000

UHC pays the customer

Assumptions and Caveats:

- 1 Guarantee is effective for the quoted plan year only.
- 2 Illustration assumes the following services/programs will be included in the employee benefit plan:

Experience: Real Appeal,

Quality & Cost Transparency: Bariatric Resource Services (COE),

- 3 The number of covered employees assumed in this proposal is listed below by plan offering:

<u>Quoted</u> <u>Choice</u> <u>and Choice</u> <u>Plus Plans</u>	<u>Assumed</u> <u>Monthly</u> <u>Covered</u> <u>Enrollees</u>	<u>Claim</u> <u>Target</u> <u>Factors</u> <u>PSPM</u>	
-			-
-			-
Choice +	461	\$1,114.70	
Choice	453	\$1,114.70	
Choice + HSA	88	\$1,114.70	
COMPOSITE	1002	\$1,114.70	

This guarantee only applies to employees enrolled in Choice and Choice + products.

- 4 Reconciliation will be based actual covered lives by plan during the plan year and the claim target factors by plan listed above.
- 5 Reconciliation will be based actual claims INCURRED from January 1, 2022 to December 31, 2022 and PAID from January 1, 2022 to March 31, 2023
- 6 Reconciliation will be performed within 180 days but no earlier than 120 days after the close of the plan year.
- 7 Actual claims include all Medical claims and Pharmacy claims if applicable, except for the following:
Benefits for services incurred prior to the effective date of the policy.
Losses in excess of \$200,000 per covered individual.
Losses in excess of usual and customary for out of network claims.
Losses associated with benefits not covered by the underlying employee benefit plan, but paid by the employee benefit plan.
- 8 Maximum guarantee payout is \$195,000.
- 9 Assumes UnitedHealthcare is the only carrier offered.
- 10 United Healthcare reserves the right to adjust the projected target claim factor or rescind this guarantee under any of the following circumstances:

Enrollment in total or by plan varies +/- 10% or more from the assumptions listed in this proposal.

An award is not made within 90 days of the issuance of this proposal.

Changes in federal, state or other applicable legislation or regulation require changes to this proposal

Changes to any of the included services/programs listed in item 2 above.

Any changes made to the plan of benefits offered covered by this guarantee.

In the event of a pandemic, UHC reserves the right to revisit or revoke this guarantee.

UHC will work with the customer to adjust for any claims utilization impact of COVID-19 in the 2020/2021 baseline period and the guarantee period. The intent is to stay true to our Net Cost Guarantee (NCG) commitment but normalize (+/-) for unforeseen impacts of the pandemic, including not just direct COVID-19-related costs but also the potential material reduction in care during the pandemic – and subsequent pent-up demand after the pandemic – for non-emergent/elective services, in an actuarial based fair manner for both parties. We will itemize and reconcile these claim costs accordingly in the Net Cost Guarantee.

11 Guarantee is provided in lieu of any Network Discount Guarantees previously quoted.

County of Hays | Net Cost
Guarantee

UnitedHealthcare
Net Cost Guarantee

Effective for Policy Year Beginning: January 1, 2023

UHC ASO Billable Admin Fee	\$52.42	\$603,000	Annual ASO Base Fees
Percent of Fees @ Risk	30%	\$181,000	Annual Fees @ Risk
Fees @ Risk	\$15.73	959	Number of Employees
Target Claim Factor	\$1,137.98		

	Claim PEPM		Amount at Risk	
Risk Free Corridor>>	\$1,137.98	up to	\$1,194.88	\$0
	\$1,194.89	up to	\$1,224.75	\$36,200
	\$1,224.76	up to	\$1,255.37	\$60,327

\$1,255.38	up to	\$1,286.75	\$84,455
\$1,286.76	up to	\$1,318.92	\$108,582
\$1,318.93	up to	\$1,351.89	\$132,709
\$1,351.90	up to	\$1,385.69	\$156,837
\$1,385.70	up to	\$1,422.48	\$181,000

UHC pays the customer

Assumptions and Caveats:

- 1 Guarantee is effective for the quoted plan year only.
- 2 Illustration assumes the following services/programs will be included in the employee benefit plan:
Experience: Real Appeal,

Quality & Cost Transparency: Bariatric Resource Services (COE),
- 3 The number of covered employees assumed in this proposal is listed below by plan offering:

	<u>Quoted Choice</u>	<u>Assumed Monthly</u>	<u>Claim Target</u>	
	<u>and Choice Plus Plans</u>	<u>Covered Enrollees</u>	<u>Factors</u>	
			<u>PSPM</u>	
-	Choice +	456	\$1,137.98	-
-	Choice	434	\$1,137.98	-
	Choice + HSA	69	\$1,137.98	
	COMPOSITE	959	\$1,137.98	

This guarantee only applies to employees enrolled in Choice and Choice + products.

- 4 Reconciliation will be based actual covered lives by plan during the plan year and the claim target factors by plan listed above.
- 5 Reconciliation will be based actual claims INCURRED from January 1, 2023 to December 31, 2023 and PAID from January 1, 2023 to March 31, 2024
- 6 Reconciliation will be performed within 180 days but no earlier than 120 days after the close of the plan year.

- 7 Actual claims include all Medical claims and Pharmacy claims if applicable, except for the following:
 - Benefits for services incurred prior to the effective date of the policy.
 - Losses in excess of \$200,000 per covered individual.
 - Losses in excess of usual and customary for out of network claims.
 - Losses associated with benefits not covered by the underlying employee benefit plan, but paid by the employee benefit plan.
- 8 Maximum guarantee payout is \$181,000.
- 9 Assumes UnitedHealthcare is the only carrier offered.
- 10 United Healthcare reserves the right to adjust the projected target claim factor or rescind this guarantee under any of the following circumstances:
 - Enrollment in total or by plan varies +/- 10% or more from the assumptions listed in this proposal.
 - An award is not made within 90 days of the issuance of this proposal.
 - Changes in federal, state or other applicable legislation or regulation require changes to this proposal
 - Changes to any of the included services/programs listed in item 2 above.
 - Any changes made to the plan of benefits offered covered by this guarantee.
 - In the event of a pandemic, UHC reserves the right to revisit or revoke this guarantee.
 - UHC will work with the customer to adjust for any claims utilization impact of COVID-19 in the 2020/2021 baseline period and the guarantee period.

The intent is to stay true to our Net Cost Guarantee (NCG) commitment but normalize (+/-) for unforeseen impacts of the pandemic, including not just direct COVID-19-related costs but also the potential material reduction in care during the pandemic – and subsequent pent-up demand after the pandemic – for non-emergent/elective services, in an actuarial based fair manner for both parties. We will itemize and reconcile these claim costs accordingly in the Net Cost Guarantee.
- 11 Guarantee is provided in lieu of any Network Discount Guarantees previously quoted.

**Hays County Commissioners Court**

Date: 05/23/2023

Requested By:

Miller

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the Human Resources Department to utilize salary savings to hire a temporary Communications Intern effective June 1st through September 30, 2023. **COHEN/MILLER**

Summary:

The H/R department has utilized a university level intern for the past three years to assist the Communications Manager. However, funding is not available in the current intern program budget to add an additional paid intern for June through September 2023. H/R has salary savings from a vacant position and is requesting the use of the savings to pay \$15/hour, 20 hours/week for wages for a Communications Intern.

The Communications Intern performs communication duties that are valuable to county employees and citizens, including researching and drafting press releases, assisting in the maintenance of the county's website, developing and posting original social media content, creation of material, posters, and flyers, newsletter interview and research, routine media archiving, and photo and video recording and publishing.

Fiscal Impact:

Amount Requested: \$5,167

Line Item Number: 001-677-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funding is available due to vacant position.

Communications Intern:

20 hours per week

16 weeks

\$ 15.00 per hour

\$ 4,800 base salary

\$ 367 fica/medicare

\$ 5,167 total request

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the contract renewal of RFP 2021-P01 Elevator Maintenance and Repair Services with Otis Elevator Company with a 7% proposed price increase. **BECERRA/T.CRUMLEY**

Summary:

RFP 2021-P01 is scheduled to expire on June 14, 2023. Otis Elevator Company would like to renew their contract for one additional year. All terms and conditions remain unchanged and in full force and effect as stated in the contract with the attached proposed price increase of 7%. The Countywide Operations Department utilizes this contract for elevator preventative maintenance, and repair services for the elevators located at the Public Safety Building, Hays County Government Building and the Historic Courthouse.

Fiscal Impact:

Amount Requested: Pricing per contract

Line Item Number: 001-695-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2021-P01 Elevator Maintenance and Repair Services

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

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Contract Renewal RFP 2021-P01

RFP 2021-P01 Proposed Price Changes



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

April 26, 2023

OTIS Elevator Company
4210 South Industrial Drive, Ste. 110
Austin, TX 78749

RE: Annual contract renewal

The annual contract for Elevator Maintenance and Repair Services, RFP 2021-P01 is scheduled to expire on June 14, 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 June 15, 2023 – June 14, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the proposed price increases. 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

Cody Keaton
Signature

Cody Keaton
Printed Name

Otis Elevator
Company

5/1/23
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

RFP 2021-P01 Elevator Maintenance and Repair Services
Attachment A: Cost Proposal
Renewal 2: Proposed Price Increases

Total cost of Preventative Maintenance:

Fixed cost per location (stated price includes labor and materials to perform the required monthly preventative maintenance).

Hays County Courthouse

111 E. San Antonio Street
San Marcos, TX 78666

Original Price	New Proposed Price	Percentage Increase
\$ 200.00	\$ 200.00	0%

Make	Model	Traction or Hydraulic	State ID
Dover	Solid State/DMC-1	Hydraulic	#1-E035169

Government Center

712 S. Stagecoach Trail
San Marcos, TX 78666

Original Price	New Proposed Price	Percentage Increase
\$ 2,100.00	\$ 2,244.76	7%

Make	Model	Traction or Hydraulic	State ID
Kone	Solid State/KCM831	Traction/Electric	#1-79805
Kone	Solid State/KCM831	Traction/Electric	#2-79806
Kone	Solid State/KCM831	Traction/Electric	#3-79807
Kone	Solid State/KCM831	Traction/Electric	#4-79808
Kone	Solid State/KCM831	Traction/Electric	#5-79809
Kone	Solid State/KCM831	Traction/Electric	#6-79810
Kone	Solid State/KCM831	Traction/Electric	#7-79811

Public Safety Building

810 S. Stagecoach Trail
San Marcos, TX 78666

Original Price	New Proposed Price	Percentage Increase
\$ 400.00	\$ 427.56	7%

Make	Model	Traction or Hydraulic	State ID
Otis	655153	Hydraulic	
Otis	655152	Hydraulic	



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B14 Courthouse Grounds Renovation to Diamondback Landscaping and Lawn Care, Inc. in the amount \$196,399.75. **INGALSBE**

Summary:

On March 28, 2023, Commissioners Court approved Purchasing to solicit for bids for IFB 2023-B14 Courthouse Grounds Renovation. Purchasing received two (2) bids from the following companies:

Costal Landscape Management and Design \$199,962.42
Diamondback Landscaping and Lawn Care, Inc. \$196,399.75

It is staff's recommendation to award to Diamondback Landscaping and Lawn Care, Inc. The City of San Marcos will consider funding this project with available TIRZ funding at their next city council meeting.

Fiscal Impact:

Amount Requested: \$196,399.75
Line Item Number: TBD

Budget Office:

Source of Funds: Hays County/City of San Marcos TIRZ #5
Budget Amendment Required Y/N?: TBD
Comments: Project will need to be budgeted once funding agreement with the City of San Marcos is finalized.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, IFB 2023-B14 Courthouse Grounds Renovation
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD
Comments:

Attachments

IFB 2023-B14 Contract
Bid Tabulation



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2023-B14
Courthouse Grounds Renovation

Date Issued: March 30, 2023

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:30 a.m. local time April 20, 2023.

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

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

Questions concerning this RFP must be
received in writing no later than 5:00
on April 12, 2023

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Diamondback Landscaping	Name:	Richard W. Braun
Mailing Address:	294 Hidden Farms Dr. E San Marcos, TX 78666	Title:	President
		Email Address:	diamondbacklandscaping@msn.com
		Phone No.:	512-392-3808
Signature:		Date:	May 2, 2023
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	per bid documents	\$196,399.75
Vendor: Diamondback Landscaping and Lawn Care, Inc.		Term of Contract:
		30 days
This contract issued pursuant to award made by Commissioners Court on:	Date: May 23, 2023	Agenda Item:

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

Hays County Judge

Date

Hays County Clerk

Date

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ☒ 1. Solicitation, Offer and Award Form completed and signed
- ☒ 2. Bid Form & Pricing (Attachment B)
- ☒ 3. Vendor Reference Form

Required Forms by Hays County:

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

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

- ☐ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered to the Purchasing Office (Address below) (Hard copy must be received within 24 hours of bid due date) or
- ☒ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Invitation for Bid (IFB)
2. **Solicitation Number:** IFB 2023-B14
Courthouse Grounds Renovation
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
5. **Deadline for Responses:** In issuing office no later than:
April 20, 2023; 11:30 AM, Central Time (CT)
6. **Pre-Bid Meeting:** **April 6, 2023 @ 10:00 AM**
111 E. San Antonio Street, San Marcos, TX
7. **Bonding Requirements:** Bid Bond: 5% of bid, due with bid
Performance and Payment Bond: 100% of Contract Price within 10 days of contract award.
8. **Initial Contract Term:** May 2023: 30 Calendar Days from Notice to Proceed
9. **Optional Contract Terms:** None
10. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
11. **Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 12, 2023; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials.

BID BOND
(Percentage)

Bond Number: 72549123

KNOW ALL PERSONS BY THESE PRESENTS, That we Diamondback Landscaping & Lawn Care, Inc.

_____ of
294 Hidden Farms Dr., San Marcos, TX 78666, hereinafter

referred to as the Principal, and Western Surety Company,

as Surety, are held and firmly bound unto Hays County

of 712 S Stagecoach Trail, San Marcos, TX 78666,

hereinafter referred to as the Oblige, in the sum of Five Percent of the
Amount Bid (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____

Project #1FB 2023-B14 Courthouse Grounds Renovation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 20th day of April, 2023.

Diamondback Landscaping & Lawn Care, Inc.
(Principal)

By R. W. Burton (Seal)

Western Surety Company
(Surety)

By Scott Allen Burton
SCOTT ALLEN BURTON
Attorney In Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72549123

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint SCOTT ALLEN BURTON

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Diamondback Landscaping & Lawn Care, Inc.

Obligee: Hays County

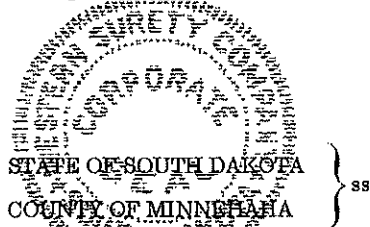
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72549123 is not issued on or before midnight of July 20th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of April, 2023.

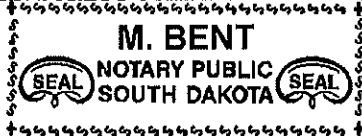


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat,
Vice President

On this 20th day of April, in the year 2023, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of April, 2023.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

IFB 2023-B14 Courthouse Grounds Renovation
Attachment B: Bid Form & Pricing

Project Identification:

IFB 2023-B14 Courthouse Grounds Renovation

This bid is Submitted to:

Electronically: www.bidnetdirect//hayscounty

Manually:

Hays County Purchasing Department
Attn. Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within **30 calendar days** from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

In submitting this bid, BIDDER represents and warrants that:

1. BIDDER has examined and carefully studied the Bidding documents and Addenda (if any). BIDDER hereby acknowledges receipt of the following addenda (list addenda by addendum number and date).

Addendum No.:	<u>1</u>	Dated:	<u>4-14-2023</u>
Addendum No.:	<u>2</u>	Dated:	<u>4-21-2023</u>
Addendum No.:	_____	Dated:	_____

2. Bidder is familiar with, has taken into consideration in formulating its BID and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work;
3. BIDDER has obtained and carefully studied and is responsible for obtaining and studying any and all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishings of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto as may be necessary. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this BID for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.
4. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this BID is submitted as indicated in the Contract Documents.
5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER; BIDDER has no questions regarding the work; BIDDER has all information necessary to make a fully informed BID; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this BID is submitted.
7. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

Bidder is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the work in accordance with the Bidding Documents; is fully qualified and has experience in performing work of the type as work covered by the Bidding Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which BIDDER bids and complete said work within the time stated for the following base bid price.

Total Bid Amount: \$ 196,399.75

one hundred ninety six thousand three hundred ninety nine Dollars/Cents
(Written Out) dollars & seventy five cents.

When changes in the work are ordered other than identified in the proposed base bid and when such work has been approved by the OWNER, in writing, the successful bidder agrees that the Contract Sum shall be adjusted according to the unit prices.

Total Bid amount covers the cost of all work and materials in place, complete, per drawing, and specifications and including, but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee. Total pricing shall meet all requirements of the plans, details, and written specifications.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

Diamondback Landscaping & Lawn Care, Inc.

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON, May 4, 2023.

State Contractor License Number: LI 0005652

IF BIDDER is: AN INDIVIDUAL

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business as: _____

Business address: _____

Phone Number: _____ Email: _____

IF BIDDER is: A PARTNERSHIP

By _____ (SEAL)
(Firm's Name)

(General Partner)

(Signature)

Business address: _____

Phone Number: _____ Email: _____

IF BIDDER is: A CORPORATION

By Diamondback Landscaping & Lawn Care, Inc. (SEAL)
(Corporate Name)

Texas

(State of Corporation)

By Richard W. Braun
(Name of Person Authorized to Sign)

Richard W. Braun

(Signature)

Attest: Marjorie Braun
(Secretary)

Business address: 294 Hidden Farms Drive San Marcos TX 78666

Phone Number: 512-392-3808 Email: diamondbacklandscaping@msn.com

Date of Qualification to Do Business is: April 8, 1994

IF BIDDER is: A JOINT VENTURE

By _____ (SEAL)
(Name)

(Address)

(Signature)

By _____ (SEAL)
(Name)

(Address)

(Signature)

Phone, Email & mailing addresses for receipt of official communications:

Business address: _____

Phone Number: _____ Email: _____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: City of San Marcos - Parks & Rec.
Address: 630 E. Hopkins San Marcos, TX, 78666
Contact Person and Title: Bert Stratemann, Supervisor
Phone Number: 512-393-8454
Scope & Duration of Contract: ongoing - landscape - irrigation
Email: bstratemann@sanmarcostx.gov

REFERENCE TWO

Company Name: Texas Parks & Wildlife Department
Address: 4200 Smith Road Austin, TX, 78744
Contact Person and Title: Ed Corbett, Supervisor
Phone Number: 361-441-7205
Scope & Duration of Contract: golf course - 4 months
Email: ed.corbett@tpwd.texas.gov

REFERENCE THREE

Company Name: Cypress Creek Outdoor Services
Address: 107 Lighted Way Wimberley, TX 78676
Contact Person and Title: Dan Sauerwein, Owner
Phone Number: 512-925-5388
Scope & Duration of Contract: ongoing - landscape - irrigation
Email: dan.cypresscreek@gmail.com

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

N/A

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 R. Del W. Jr.
Signature of vendor doing business with the governmental entity

May 2, 2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

...
(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

VI. Certificate of Interested Parties

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____



PRINT NAME & TITLE: _____

Richard W. Braun, President

COMPANY NAME: _____

Diamondback landscaping

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social, or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender-neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES


- a. Hays County, its contractors, their subcontractors, and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage, and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

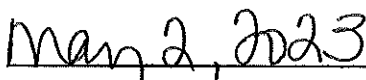
- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process;
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Sign for acknowledgement of the Hays County HUB Practices:



Signature



Date

X. Hays County House Bill 89 Verification

I, Richard W. Braun (Person name), the undersigned representative of
Diamondback Landscaping (Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

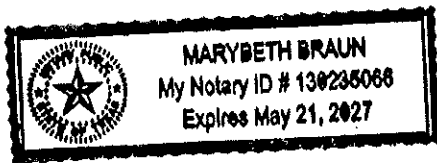
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Richard W. Braun
Signature of Company Representative

May 2, 2023
Date

On this 2 day of May, 2023, personally appeared Richard W. Braun, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Marybeth Braun
Notary Public in and for the State of Texas

(If other than Texas, Write state in here _____)

May 2, 2023
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Diamondback landscaping & lawn care, Inc.
Company Name

Richard W. Braun
Print Name of Company Representative

R. W. Braun
Signature of Company Representative

May 2, 2023
Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Stephanie Hunt
Print Name of Hays County Purchasing Representative

Stephanie Hunt
Signature of Hays County Purchasing Representative

May 16, 2023
Date

IFB 2023-B14
Solicitation number

XII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

☒ Does not own taxable property in Hays County, or;

☒ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Diamondback Landscaping & Lawn Care, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

R. W. Braun

Signature of Company Official Authorizing Bid/Offer

Richard W. Braun

Printed Name

diamondbacklandscaping@
Email Address msn.com

President

Title

512-392-3808

Phone

XIII. Debarment and Licensing Certification

STATE OF Texas

§

COUNTY OF HAYS

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Diamondback Landscaping

Name of Firm

Richard W. Braun

Signature of Certifying Official

President

Title of Certifying Official

Richard W. Braun

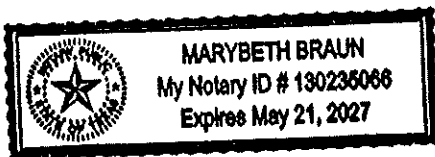
Printed Name of Certifying Official

May 2, 2023

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Richard W. Braun on this 2 day of May, 2023 on behalf of said Firm.



Marybeth Braun

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

My commission expires: May 21, 2027

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

<u>Section A: Current Hays County Employee</u>		
Employee Name	Title	

<u>Section B: Former Hays County Employee</u>		
Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		
Employee or Former Employee Name		Title
Name of Related Person	Title	Relationship

<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:		
no known relationships		

Attach additional pages if necessary.

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

Diamondback Landscaping

Name of Vendor

Richard W. Braun

Signature of Certifying Official

Richard W. Braun

Printed Name of Certifying Official

President

Title of Certifying Official

May 2, 2023

Date

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

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

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

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

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

XV. Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part

401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature:

Richard W. Braun

Printed Name and Title:

Richard W. Braun, President

Respondent's Tax ID:

74-2723064

Telephone:

512-392-3808

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.

You have 2 new alerts

Show / Hide Alerts



PROFILE

Request Role

Note: All fields are required.

Request Details

Entity *Required*

To be assigned additional roles and permissions for an organization, you must be associated with an entity. Enter an Entity ID (UEI or CAGE) or Entity Name to find your entity.

An Entity is required

Sam

H26SYLC7XKJ7



DIAMONDBACK LANDSCAPING &
R LAWN CARE INC *d*
T CAGE: 83FJ8 | UEI: H26SYLC7XKJ7 *1*

your profile. If you need an administrative or other specialized role, reach out to your administrator.

Data Entry

Domain *Required*

You may select more than one domain, if appropriate.

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

April 14, 2023

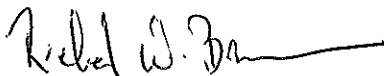
ADDENDUM #1 IFB 2023-B14 Courthouse Grounds Renovations

Please find attached Addendum #1 to IFB 2023-B14 Courthouse Grounds Renovations.

Attachments to this Addendum:

- Extended Bid Due Date:
 - Current Bid Due Date: April 20, 2023 @ 11:30 AM
 - Updated Bid Due Date: May 4, 2023 @ 11:30 AM

Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Signature

Diamondback Landscaping

Company Name

May 1, 2023

Date

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

April 21, 2023

ADDENDUM #2 IFB 2023-B14 Courthouse Grounds Renovations

Please find attached Addendum #1 to IFB 2023-B14 Courthouse Grounds Renovations. Questions were answered by Hays County Staff.

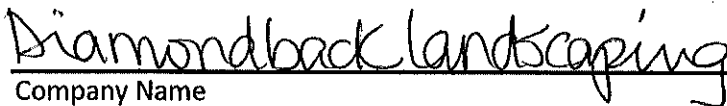
Attachments to this Addendum:

- Questions & Answers

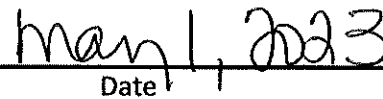
Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Signature



Company Name



Date

Notice

Basic Information

Estimated Contract Value (USD)	\$0.00 (Not shown to suppliers)
Reference Number	0000315737
Issuing Organization	Hays County
Owner Organization	Hays County
Project Type	IFB - Invitation for Bid (Formal)
Project Number	IFB 2023-B14
Title	IFB 2023-B14 Courthouse Grounds Renovation
Source ID	PU.AG.USA.1605725.C11101176
Piggyback Solicitation	No

Details

Location	Hays County, Texas
Job Location	Hays County
Description	Hays County issues this Invitation for Bid (IFB) to procure a Contractor to provide all skill, labor, material, and equipment for a turnkey renovation and replacement of the Hays County Historic Courthouse Grounds.

Dates

Publication	03/30/2023 06:45 PM CDT
Question Acceptance Deadline	04/12/2023 05:00 PM CDT
Questions are submitted online	No
Closing Date	05/04/2023 11:30 AM CDT

Prebid Conference	04/06/2023 10:00 AM CDT
--------------------------	-------------------------

Contact Information

Stephanie Hunt
5123932283
purchasing@co.hays.tx.us

Bid Result Publication Revision

Publication Type

Bid Results

Coastal Landscape Management and design

Organization Name	Coastal Landscape Management and design
Bid Amount	\$199,962.42
Bid Rank	2
Address	1268 JUAN ANTONIO RD Victoria Texas 77904 United States

Diamondback Landscaping & Lawn Care, Inc.

Organization Name	Diamondback Landscaping & Lawn Care, Inc.
Bid Amount	\$196,399.75
Bid Rank	1
Address	294 Hidden Farms Drive San Marcos Texas 78666 United States



AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to authorize the execution of a Resolution Supporting the Great Springs Project's application to the Texas Department of Transportation's (TxDOT) 2023 Transportation Alternatives Set-Aside Program Call for Projects for the development of plans for building and linking 100-miles of existing and planned trails from San Antonio to Austin. SHELL

Summary

See attached Resolution

Attachments

Resolution of Support



A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT SUPPORTING
THE GREAT SPRINGS PROJECT'S APPLICATION TO THE TEXAS DEPARTMENT OF
TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA)
CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks; and

WHEREAS, the Great Springs Project will use awarded funds to develop plans for building and linking 100-miles of existing and planned trails from San Antonio to Austin, connecting four of Texas' Great Springs; and

WHEREAS, this project will deliver safety, access, and mobility benefits along the high-growth San Antonio too Austin corridor while also providing an estimated \$60 million in economic benefits annually.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY does fully support funding this project as described in the 2023 TA Detailed Application.

RESOLVED, ORDERED, AND DECLARED THIS 23RD DAY OF MAY 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. 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



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the execution of a Resolution in support of the City of Dripping Springs' application to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections from the Founders Ridge Subdivision to the Dripping Springs ISD Elementary School, Dripping Springs Ranch Park, and Surrounding Area. **SMITH/BORCHERDING**

Summary

The City of Dripping Springs is submitting an application under the TxDOT Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections from the Founders Ridge Subdivision to the Dripping Springs ISD Elementary School, Dripping Springs Ranch Park, and surrounding area. With the constant flow of commercial vehicles and cars, it is extremely dangerous for pedestrians and students to traverse this area without a safe route. The City of Dripping Springs' application for several, needed improvements in the area, including sidewalks, a decomposed granite trail and signalized crossing improvements, would provide safety for the City's students and patrons.

Attachments

Support Resolution for City of Dripping Springs TASA Application From Founders Ridge Subdivision to Dripping Springs ISD Elementary School, Dripping Springs Ranch Park, and Surrounding Area

A Resolution of the Hays County Commissioners' Court
Supporting the City of Dripping Springs' TxDOT Transportation Alternatives Set-Aside
Program Application For the Creation of Pedestrian and Cyclist Trail Connections
From the Founders Ridge Subdivision to the Dripping Springs ISD Elementary School, Dripping
Springs Ranch Park, and Surrounding Area.

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the City of Dripping Springs is aware of the lack of pedestrian/cyclist trails or sidewalks on the east side of Ranch Road 12, running from the Founders Ridge Subdivision to the driveway for Dripping Springs Independent School District Elementary School and Dripping Springs Ranch Park ("Area"); and

WHEREAS, with the constant flow of commercial vehicles and cars, it is extremely dangerous for pedestrians and students to traverse the Area without a safe route; and

WHEREAS, the City of Dripping Springs is submitting an application under the TxDOT Transportation Alternatives Set-Aside Program for several, needed improvements, including sidewalks, a decomposed granite trail and signalized crossing improvements in various locations within the Area; and

WHEREAS, the City of Dripping Springs' project would provide safety for the City's students and patrons;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

- (a) That the Commissioners' Court of Hays County does hereby support the City of Dripping Springs' Transportation Alternatives Set-Aside Program Application for the creation of pedestrian and cyclist trail connections from the Founders Ridge Subdivision to the Dripping Springs ISD Elementary School, Dripping Springs Ranch Park, and surrounding area.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____ 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the execution of a Resolution in support of the City of Dripping Springs' application to the Texas Department of Transportation (TxDOT) Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections on Old Fitzhugh Road from Mercer Street to Ranch Road 12 and Surrounding Areas. **SMITH/BORCHERDING**

Summary

The City of Dripping Springs is submitting an application under the TxDOT Transportation Alternatives Set-Aside Program for the creation of pedestrian and cyclist trail connections on Old Fitzhugh Road from Mercer Street to Ranch Road 12 and surrounding areas. In light of the constant flow of commercial vehicles and cars, the project will provide safety for the City's students and patrons attempting to traverse the area, and will address pedestrian safety and connectivity issues between Downtown Dripping Springs and the Mercer Street Historic District.

Attachments

Support Resolution for City of Dripping Springs TASA Application for Old Fitzhugh Road

A Resolution of the Hays County Commissioners' Court
Supporting the City of Dripping Springs' TxDOT Transportation Alternatives Set-Aside
Program Application For the Creation of Pedestrian and Cyclist Trail Connections on Old
Fitzhugh Road from Mercer Street to Ranch Road 12 and Surrounding Areas

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the City of Dripping Springs is aware of the lack of pedestrian/cyclist trails or sidewalks on Old Fitzhugh Road from Mercer Street to Ranch Road 12; and

WHEREAS, with the constant flow of commercial vehicles and cars, it is extremely dangerous for pedestrians to traverse Old Fitzhugh Road from Mercer Street to Ranch Road 12 without a safe route; and

WHEREAS, the City of Dripping Springs is submitting an application under the TxDOT Transportation Alternatives Set-Aside Program for the improvement and enhancement of a shared pathway in the area to provide safety for the City's students and patrons alike; and

WHEREAS, the City of Dripping Springs' project addresses pedestrian safety and connectivity issues between Downtown Dripping Springs and the Mercer Street Historic District;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

- (a) That the Commissioners' Court of Hays County does hereby support the City of Dripping Springs' Transportation Alternatives Set-Aside Program Application for the creation of pedestrian and cyclist trail connections on Old Fitzhugh Road from Mercer Street to Ranch Road 12 and surrounding areas.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____ 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe

Michelle Cohen

Commissioner, Pct. 1

Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Resolution and submission of a detailed grant application to the Texas Department of Transportation (TxDOT) for the Transportation Alternatives Set-Aside (TA) Program for the Hays County Sawyer Ranch Road Shared Use Path Extension. **SMITH/BORCHARDING**

Summary:

The submission of a preliminary application was approved in Commissioners Court on January 17, 2023. On March 31, 2023, Hays County was notified that the project submitted was selected to move forward to the detailed application. The project will provide infrastructure for non-drivers and provide non-motorized roadway users improved access to the area's schools, including Sycamore Springs Middle School on Sawyer Ranch Road, Cypress Springs Elementary School south of Darden Hill Road, and to the new middle school and high school planned for south of Darden Hill Road. Voters in May approved design funding for the new middle school and high school, which will be planned for 3,700 capacity students. Voters also approved improvements to Sycamore Springs Middle School to increase capacity to 1,200 students. The project includes construction of 1.3 miles of a 10-foot ADA compliant shared use path along the east side of Sawyer Ranch Road from the current terminus of the shared use path at Meadow Creek Drive to the future Roundabout at Darden Hill Road. Hays County is requesting funding for construction and preliminary engineering (PS&E and environmental) costs. Hays County would be responsible for a 20% local match, based on the requested funding and State Direct Costs if the project is approved. The local match is currently estimated at \$524,426.95. Submission of the detailed application will be done so electronically by June 5, 2023.

Fiscal Impact:

Amount Requested: \$524,426.95 (cash match)

Line Item Number: 020-710-00]

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: Cash match will need to be budgeted in FY24 if grant is awarded.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD, If awarded

Comments:

Attachments

Sawyer Ranch Road SUP Extension TA Application Resolution
Application

STATE OF TEXAS §
 §
COUNTY OF HAYS §

A RESOLUTION SUPPORTING HAYS COUNTY’S APPLICATION TO THE TEXAS
DEPARTMENT OF TRANSPORTATION’S 2023 TRANSPORTATION ALTERNATIVES
SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. Hays County would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY THAT: Hays County supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. Hays County is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the Commissioners Court of Hays County on the 23rd day of May, 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

Detailed Application

Additional program information can be found in TxDOT's 2023 TA Call for Projects Program Guide
<https://www.txdot.gov/business/grants-and-funding/bicycle-pedestrian-local-federal-funding-programs.html>
NOTE: All attachments must be submitted in letter-sized (8.5" x 11") format.

APPLICATION INFORMATION

1. Project Sponsor Name (Only one entity can act as project sponsor)

Hays County

2. Jurisdiction Population ("https://data.census.gov/")

241067

3. Type of Organization/Agency/Authority

Local Government

4. Project Sponsor Contact Information (Authorized representative)

Contact Person:

Mailing Address:

Mailing City:

Zip Code:

Contact's Phone:

Email:

Title:

Website:

Physical City:

Zip Code:

Entity's main phone

Physical Address:

Other partnering governments/ project sponsors:

Simone Corprew

712 S. Stagecoach Trail

San Marcos

78666

5127491161

simone.corprew@co.hays.tx.us

Grant Writer

hayscountytexas.com

San Marcos

78666

101 Thermon Dr

PROJECT CATEGORY

5. Select the project categories sought based on the determined eligibility from Step 1 of the application process.

Community Based Infrastructure (Traditional TA)

PROJECT DESCRIPTION

6. Project Name (Name should fit in space provided)

Sawyer Ranch Road Shared Use Patch Extension Improvements

7. Project Description (Maximum 400 characters)

This project proposes a 1.3-mile continuation of a previously constructed facility which terminated on the east side of Sawyer Ranch Road near the Meadow Creek Drive intersection and will extend to the intersection of Darden Hill Rd in Dripping Springs, Texas. The project will include a 10' wide and 6" deep continuous shared use path, pedestrian elements, drainage accommodations, signing and striping along Sawyer Ranch Road as needed.

Page 1

PROJECT DESCRIPTION**8. Project Location Information**

TxTDOT District	Austin
Texas County	Hays

9. Metropolitan Planning Organization (MPO)

a. Is any part of the project located within MPO boundaries?

Yes

b. If yes, please specify which MPO

Austin MPO (CAMPO) (TMA)

c. MPO Transportation Improvement Program (TIP) Inclusion Letter (if applicable)

If this project is located within the boundaries of an MPO, include a letter from the MPO to the project sponsor indicating their willingness to include the project in the local TIP either as a grouped or individually listed project, if funded. **Label attachment as J-MPO TIP Letter.**

10. Transportation Alternatives (TA) and Safe Routes to School (SRTS)

a. Does this project connect children to schools or school related activities, or part of a Safe Routes to School plan or Program?

Yes

b. Has the project or a substantially similar project been submitted under a prior TxDOT TA or SRTS Call for Projects? Please select the latest program call submission.

(select)

c. Has the project been awarded funds under a prior TxDOT TA or SRTS Call for Projects? Please select the call it was awarded funds.

(select)

11. Detailed Project location

a. Provide a Google map link: (see Detailed Application Instructions for guidance)

https://www.google.com/maps/d/edit?mid=1_f6VI-HleIsIjQxoJawgSUbEbQQ6THE&usp=sharing

b. Project location in relation to roadways:

On/along a non-TxDOT roadway

c. Project location Describe using streetname, adjacent waterway or other identifying landmark

On or adjacent to (*ex main street*)

Sawyer Ranch Road

From: Meadow Creek Drive

To: Darden Hill Road

If project involves multiple locations, please provide project limits for the major segment in above blanks. Additionally, please create a complete list of all improvement locations using the descriptive limits and beginning and ending latitude/longitude and label this attachment as: **A-Project Location Information - No more than 2 pages**

PROJECT DETAILS

12. Project Details

Provide a project layout (required) at scale with clearly labeled streets, end points, and all construction locations as an attachment. Additional recommended attachments include typical sections and photographs that describe and provide details about the project. Attachments for this section should be labeled as **B-Project Details** (No more than 15 pages)

If the project plans are 30% or more complete, include only example sheets as attachments and provide a weblink for plan review here:

The construction plans for this project are currently:

Not Started

13. Primary facility

Primary Facility Type:	Shared Use Path
Total length:	1.3 miles
Facility Width:	10 feet
Material Depth:	6 inches
Surface type/material:	Concrete

14. Secondary facility

Secondary Facility Type:	N/A
Total length:	(select)
Facility Width:	feet
Material Depth:	inches
Surface type/material:	(select)

Does the project propose lighting adjacent to a roadway within state-maintained right-of-way?

No

15. Bridges

Does this project include bridge improvements?

No

Total # of proposed bridges:

*Note: If more than one bridge is proposed, identify the bridge with the longest span length in the detailed application and identify additional bridges in **Attachment B**.*

Structural Materials (Deck/ Beams):	(select)
Bridge Construction:	(select)
Bridge Length (feet):	
Bridge Width (feet):	
Rail Type:	(select)

SAFETY**16. Identified bicycle and/or pedestrian safety hazards and countermeasures**

Check all of the safety hazards located within the project limits. Next to each checked safety hazard, state the proposed countermeasure(s) addressing the hazard identified. Provide additional information about proposed countermeasures and photos of safety hazards as an attachment: Attachment C. Clearly identify these features on [Map 1-Safety](#) and include [Attachment C](#).

Identified hazards and countermeasures

High roadway speed (45 mph or greater)	Risk , countermeasures include Posted speed on most of the road is 50 MPH
Hazardous intersection/conflict point	
Uncontrolled intersection/crossing	
Lack of bike/ped infrastructure	Risk , countermeasures include Extension of existing shared use path
High motor vehicle traffic volume	
On-street parking	
Wide roadway crossing (4 or more lanes)	
Lack of lighting	

17. Bicycle and/or pedestrian infrastructure elements

Which of the following features are part of the proposed project? Check all that apply. Clearly identify these features on: [Map 1-Safety](#)

Identified features

closes a gap in bicycle or pedestrian network, new bicycle &/or pedestrian infrastructure,

TxDOT is interested in projects that respond to documented safety issues. TxDOT will analyze crash records to determine the documented bicycle and/or pedestrian crash count and rate in proximity to the proposed project.

CONNECTIVITY AND ACCESSIBILITY

18. Connection to multimodal transportation

Transit: Does the project support multi-modal transportation by providing access to a rail station, streetcar, and/or a bus stop?

(select)

Bike: Does the project connect to existing or planned bicycle facilities? Please check the facilities to which this project would connect. Clearly label on [Map 2-Connectivity](#). Project connects to:

Existing

Pedestrian: Does the project connect to existing or planned pedestrian facilities? Please check the facilities to which this project would connect. Clearly label on [Map 2-Connectivity](#). Project connects to:

Existing

19. Connectivity to Destination

Does the project provide bicycle and pedestrian access to major destinations immediately surrounding the project area that are likely to attract bicycling or walking trips? Please check destinations below. Clearly label on [Map 2-Connectivity](#) and include in [attachment D-Connectivity](#)

The proposed project connects to the following destinations

School, Neighborhood,

20. Barrier Elimination

Does the project eliminate an existing barrier to travel and provide safe crossing of that barrier by individuals with disabilities, pedestrians, bicyclists, and other non-drivers of all ages and abilities? Indicate the number of barriers below by clicking up/down. Clearly label on [Map 2-Connectivity](#)

ADA barriers*	1
Four lanes or larger roadways	0
Waterbody(ies)	0
Railroads	0
Other:	0

*For ADA barriers only count each type of ADA barrier that is being eliminated. For example, if your project includes curb ramps that would count as one barrier, and accessible pedestrian signals would count as another barrier.

21. Long-distance bicycle route and tourism

Does the project implement a segment or locally favored alternative on the Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers, and/or extend or develop other regional nonmotorized route for tourism? Label attachments to support your answer as [E- Long Distance Bicycle Routes](#).

(Select)

Projects that add new off-street bicycle or pedestrian facilities along independent rights-of-way, such as creeks, railroads, or utility corridors, may have different benefits or impacts than projects following the alignment of existing roadways. TxDOT will review the response to question 7 to determine whether the project is proposed on independent right-of-way.

TxDOT is interested in projects that improve access to higher density residential and/or employment centers. TxDOT will analyze US Census data to determine whether projects are located in areas with higher residential and employment density. (Small Urban only)

GEOGRAPHIC EQUITY

TxDOT is interested in how the project improves access to everyday destinations for underserved communities. TxDOT will analyze census data to determine if the project will improve access for seniors, individuals with disabilities, racial or ethnic minorities, people without private vehicles, or low-income communities.

COMMUNITY SUPPORT AND PLANNING

22. Project Sponsor Resolution

An adopted resolution from the project sponsor's governing board is a required attachment to the detailed application. The attachment should be labeled **F- Project Sponsor Resolution**

23. Public Involvement and Support

a. Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation as **G- Public Outreach and Support**.

b. List all collaborating partners and their role in developing/implementing the proposed project.

c. Letters of Support.

Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation **G- Public Outreach and Support**.

24. Maintenance and Operation

Name the entity responsible for project maintenance and operation after construction. Attach a letter of commitment if maintenance and operation will be conducted by a third party and label it **H- Maintenance Documentation**.

Hays County

25. Planning

a. Projects may be referenced in various planning documents, such as local Bicycle, Pedestrian, Safe Route to School, Corridor, Traffic Safety, Hazardous Route List, or other Transportation Plan (if applicable). Is the proposed project included in a local transportation plan?

Yes

If yes, please ensure that this plan has been added to the Active Transportation Plan Inventory (ATPI). See this link for more information:

<https://www.txdot.gov/projects/planning/bicycle-pedestrian-planning-designing/plan-inventory-tool.html>

If yes, include as an attachment ONLY the cover and pages of the plan referring to this project. Label attachment(s) as **I- Local Planning** - No more than 10 pages.

Insert transportation plan weblink:

b. Transition Plan for ADA Compliance

Is the proposed project included in the project sponsor's Transition Plan for ADA compliance? If yes, include as an attachment only the cover and pages from the plan relevant to this project. Label attachment(s) as **I- Local Planning** - No more than 10 pages.

(select)

TxDOT will give consideration to small communities (50,000 or less in population) who have limited access to planning resources.

PROJECT COMPLEXITY**26. Environmental Documentation**

a. An environmental document is required for all federally funded transportation projects. Some site characteristics may require additional environmental evaluation. Are there known environmental issues requiring coordination, permitting, or mitigation? See Detailed Application Instructions for more details.

No

b. Known historic sites are identified in the Texas Historic Sites (<https://atlas.thc.state.tx.us/>). After reviewing this resource, are there known historic properties near the proposed project requiring coordination?

No

c. If there are known environmental or historic preservation issues, is there an approach to avoid delays in project development?

(select)

If "Yes" is marked for either 26a, 26b, or 26c, then provide written description of potential coordination, mitigation, and/or permitting actions foreseen for the proposed project. Label attachment(s) as **K- Environmental Documentation** - No more than 10 pages.

27. Property Ownership and Acquisition Information

All proposals must provide documentary evidence of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits. Respond to a, b, & c below.

a. Has the property needed for the project already been acquired?

If No - How many parcels will be acquired? Describe in the attachment how the property will be acquired. Include a commitment letter from current owner(s) demonstrating a willingness to transfer the property to project sponsor in accordance with state and federal laws.

Yes

b. Are there any known encroachments? (utilities, fences, adjacent property improvements)

If Yes, identify known encroachments in an attachment.

Yes

c. If acquired after 1971, was the property acquired in accordance with the Uniform Act?

N/A

Project property acquired after 1971 must have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act). If No, describe briefly when and how the property was acquired in an attachment.

Include details as attachment(s) **L-Property Ownership/Acquisition**

28. Requirements - Signals, Beacons, and School Zones

Projects proposing new traffic control devices including flashing beacons (RRFBs and PHBs) and school zones MUST attach supporting documentation demonstrating these improvements meet warrant/conditions in accordance with the TMUTCD and TxDOT policy. Label attachment(s) **M- Signals, Beacons, and School Zones**.

29. Railroad (RR) Support/Right of Entry Letter (if applicable)

a. Does the project cross RR right-of-way (ROW) or encroach (within 100') or begin/end within 500 feet from an at-grade highway-rail crossing?

No

If yes, the project sponsor must include documentary evidence from the railroad in support of the project and, where appropriate, a willingness by the railroad to enter into an agreement/contract with the local government for project implementation and provisions for right-of-entry for project construction. Where applicable, a cost for railroad work must be included in the budget.

b. If the project encroaches or crosses RR ROW, has coordination with the RR begun?

(select)

c. Does this project include rail banked right-of-way? Label attachment(s) as **N- RR Support/Right-of-Entry Letter** - No more than 10 pages

(select)

PROJECT TIMELINE

Estimate the number of months it will take to complete this project (from planning through construction). Estimate the time required for each activity listed below. Several activities should be accomplished concurrently (such as environmental documentation, PS&E development, railroad coordination, and property acquisition); as a result, the Total Projected Time Estimate will be less than the total of the time estimated for each activity. Refer to the 2023 TA Program Guide for additional guidance. Label attachment(s) as **O-Project Timeline** - No more than 2 pages

Month	Activities
6	Planning Activities (<i>minimum 6 months</i>) (Include the project in the STIP, execute Advance Funding Agreement (AFA) with the department, complete required local government training, assign local government and department roles and responsibilities, etc.)
12	Project Design and Plan Preparation (<i>minimum 6 months</i>). (Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by TxDOT District and Division staff, a registered accessibility specialist, and other agencies as needed.)
6	Environmental Clearance (<i>minimum 6 months</i>) . (Complete the NEPA Scope Development Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards.
6	Row Acquisition (acquisitions should occur after environmental clearance)(Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible.)
	Railroad coordination (<i>1 to 2 years</i>) . (Include time for railroad owner review of plan documents and execution of railroad agreement.)
	(select)
12	Project Construction/Implementation (<i>minimum 12 months</i>) . (Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.)
33	Total Project Development Time Estimate

Reminder: All responses in the Detailed Application MUST be supported by the attachments. Proposed countermeasures and infrastructure elements MUST be specified in the Itemized Budget. Items missing supporting documentation will not be considered during project evaluation.

COST PARTICIPATION SUMMARY

Total Federal Participation	80.0%	\$2,097,707.80
Total State Participation	0.0%	\$0
Total Local Participation	20.0%	\$524,426.95

PROJECT COMMITMENT

The applicant confirms understanding of the following requirements by checking boxes and signing below.

- ☒ This is a reimbursement program. If the project sponsor implements any stage of the project, then they must finance that phase until reimbursement funds are available. Invoices must be submitted with proper documentation on a regular basis (typically monthly, but no less than quarterly).
- ☒ If TxDOT implements any phase of the project on behalf of the project sponsor, then any local match would be due in full to TxDOT prior to commencement of each phase (i.e. preliminary engineering or construction). Project selection does not guarantee that TxDOT will implement a project on behalf of any recipient.
- ☒ Until authorized by TxDOT with a notice to proceed, the project sponsor should not enter into a contract or incur costs for any aspect of the project for which the project sponsor is seeking federal participation. Otherwise, the project sponsor risks incurring costs that will not be reimbursed.
- ☒ The project sponsor understands they are responsible for providing a local match (cash) to cover 20% of the total project cost (including TxDOT Direct State Costs) unless eligible for Transportation Development Credits (TDCs). For project sponsors eligible for TDCs, these credits will be applied as additional federal funds in lieu of local match. Depending on approved local match option, TxDOT will reimburse a portion or all of the total expenses on each invoice submitted with proper documentation of expenses.
- ☒ The project sponsor must be prepared to fund any project costs in excess of the amounts indicated in the budget entered into this detailed application and/or the amount awarded by the commission (i.e., project cost overruns).

Signature

Print Name and Title

Telephone Number

Date

TxDOT District Signature (if applicable)

Print Name and Title

Telephone Number

Date

Refer to TxDOT's 2023 TA Detailed Application Instructions for submittal instructions.



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Work-Based Learning Program Agreement for the County Clerk's Office to participate in an internship program with Gary Job Corps Center and amend the budget accordingly. **BECERRA/CARDENAS**

Summary:

The County Clerk's Office would like to participate in an internship program with Gary Job Corps Center. This program is designed to give students a professional learning experience that offers meaningful, practical work and provide an opportunity for career exploration and development while learning new skills. The County Clerk has multiple special projects in the records' preservation division that would be beneficial to have interns assist with. This partnership will allow for two interns to work 40 hours per week at an hourly rate of \$12.00.

Fiscal Impact:

Amount Requested: \$18,602

Line Item Number: 101-617-11]

Budget Office:

Source of Funds: Records Management & Archive Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

Gary Job Corp Interns (2):

40 hours per week

18 weeks

\$ 12.00 per hour

\$ 8,640 base salary

\$ 661 fica/medicare

\$ 9,301 per intern

\$ 18,602 total request

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Gary Job Corps WBL Program Agreement

EXHIBIT 3-4

WORK-BASED LEARNING PROGRAM AGREEMENT TEMPLATE

WORK-BASED LEARNING PROGRAM AGREEMENT BETWEEN

Center Name: Equus Workforce Solutions - Gary Job Corps Center

Address: 2800 Airport Hwy 21, San Marcos, TX 78667

and

Employer: Hays County Government Center

Address: 712 S Stagecoach Trail, San Marcos, TX 78666

Telephone: cynthia.millonzi@co.hays.tx.us Cynthia.Millonzi

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps."

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury recordkeeping system, and report the incident to the WBL Coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including serious injuries resulting in hospitalization in accordance with 29 CFR 1960.29, "Basic Program Elements for Federal Employees OSHA." In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident. (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping)

Work-Based Learning Agreements

Job Corps Center agrees to:

- 1) Request a copy of the WBL site's last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
 - If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- 2) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
 - Observe and counsel students.
 - Observe the working environment for potential hazards.
 - Observe students' use of safety work practices including use of proper protective equipment.
 - Ensure tool inventory, accountability, and security procedures are being followed.
 - Ensure that the training needs of the students are being met.
 - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 3) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).
- 4) Record all accidents and injuries in the Employee's Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.
- 5) Record and report all serious injuries or illnesses within 24 hours to the ECOMP coordinator, local director and local safety manager.
- 6) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.
- 7) Coordinate with the employer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 8) Document and record student WBL assignments and progress.

WBL Employer agrees to:

- 1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- 2) Provide direct supervision and workplace mentors to students.
- 3) Assist students in achieving agreed upon career technical and academic skills.
- 4) Document student achievements and competencies.
- 5) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 6) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 7) Coordinate with Carlos Guerrero, Center Safety Officer, to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 8) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- 9) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.
- 10) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.
- 11) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- 12) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- 13) Report all accidents, damage, loss or destruction of property, or emergency immediately to Eugene Edokpa, Center Director /designee, at 512-396-6537 in order to provide a detailed report.

Center Director: Patricia Lankford Date: _____

WBL Coordinator: Kenda Gibbs Date: _____

Center Safety Officer: Carlos Guerrero Date: _____

Company CEO/Designee: _____ Date: _____

Company WBL Supervisor: _____ Date: _____

Company Safety Officer: _____ Date: _____



Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

Agenda Item

Hold a public hearing; Followed by discussion and possible action regarding 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 for the proposed changes are provided in backup.

Attachments

Food Establishment Regulations

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: June 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



AGENDA ITEM REQUEST FORM: **K. 14.**

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action regarding all positions and duties within the Hays County Treasurer's Office, including the potential reassignment of positions and duties to other offices within the County; and to amend the budget accordingly.
SHELL

Summary

Additional information will be provided in Court.



AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to receive information from the Hays County Auditor regarding payroll and disbursement deficiencies by the Hays County Treasurer's Office. **SHELL/VILLARREAL-ALONZO**

Summary

More information will be provided in Court.



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

Hays County Commissioners Court

Date: 05/23/2023

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: 05/23/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Lion King and Project Radiata. Possible discussion and/or action may follow in open Court. **BECERRA**

Summary

Additional information will be provided in Executive Session.



AGENDA ITEM REQUEST FORM: **L. 3.**

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Shady Bluff Drive in Pct. 3. Possible discussion and/or action may follow in open court. **SHELL**

Summary

To be provided in Executive Session.



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

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 2001 in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

To be provided in Executive Session.



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

Hays County Commissioners Court

Date: 05/23/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary
