Commissioners Court -- JUNE 20, 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 JUNE 20, 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. Adopt a Proclamation recognizing July 2023 as Park and Recreation Month. SHELL/T.CRUMLEY
- 2. Adopt a Proclamation recognizing June 2023 as Children's Awareness Month. BECERRA
- 3. Adopt a Proclamation recognizing June 2023 as LGBTQIA+ Pride Month. BECERRA
- 4. Adopt a Proclamation recognizing the dedication of a Texas State Historical Subject Marker for Cuauhtemoc Hall. **BECERRA**
- 5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Dripping Springs Water Supply Corporation. **SMITH**
- 6. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Buda VFW Post 12161. **SMITH**
- 7. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the American Legion Post 290 Dripping Springs. **SMITH**
- 8. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Driftwood Historical Conservation Society (DHCS). **SMITH**
- 9. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the San Marcos Chamber of Commerce. SHELL/INGALSBE

G.

CONSENT ITEMS

The following may be acted upon in one motion.

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

- 1. Approve payments of County invoices. VILLARREAL-ALONZO
- 2. Approve the payment of Juror checks. **TENORIO**
- 3. Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
- 4. Approve Commissioners Court Minutes of May 30, 2023. BECERRA/CARDENAS
- Approve the payment of the June 30, 2023 payroll disbursements in an amount not to exceed \$4,350,000
 effective June 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County
 website once finalized. BECERRA/DORSETT
- 6. Authorize the County Judge to execute an agreement between the Hays County Local Health Department and CureMD Inc. for the access and use of the CureMD Electronic Health Records software, approve a 25% deposit at Delivery of Software and amend the budget accordingly. INGALSBE/T.CRUMLEY
- 7. Accept new terms and conditions from Security One, Inc. related to security camera's and equipment for the Justice of the Peace Precinct 3 Office utilizing the Justice Court Building Security Fund. SHELL/CABLE
- 8. Approve the Elections and IT Departments to purchase and install the required signage from Sign Crafters, Inc. for the IT/Elections Building and authorize a fifty (50%) percent deposit to start production of the custom signs and amend the budget accordingly. SHELL/DOINOFF/MCGILL
- 9. Authorize the acceptance of a grant award from the Texas Indgent Defense Commission (TIDC), FY23 Formula Grant program in the amount of \$175,957.00 and amend the budget accordingly. SHELL/T.CRUMLEY
- 10. Authorize the acceptance of a grant award from the Texas Department of Agriculture, Texas Community Development Block Grant (TxCDBG) grant program in the amount of \$350,000.00 and amend the budget accordingly. SHELL/T.CRUMLEY
- 11. Authorize the execution of a grant award from the Texas Veterans Commission (TVC), Veterans Treatment Court Grant Program in the amount of \$300,000.00. INGALSBE/T.CRUMLEY
- 12. Authorize the County Judge to execute a second 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. SHELL/T.CRUMLEY
- 13. Authorize the submission of a grant application to the Capital Area Council of Governments (CAPCOG) in the amount of \$26,636.44. INGALSBE/T.CRUMLEY
- 14. Ratify the submission of a Public Assistance Grant Request to the Federal Emergency Management Agency (FEMA) for reimbursement of debris cleanup from Winter Storm Mara. BECERRA/MIKE JONES
- 15. Authorize the acceptance of a grant award from the Texas Veterans Commission for the FY24 Assistance to Veterans Program. BECERRA/T.CRUMLEY
- 16. Authorize payment to Wingate by Windham in the amount of \$621.10 for the District Attorney's Office for witness expenses, where no purchase order was issued according to County Policy. INGALSBE/HIGGINS
- 17. Approve specifications for IFB 2023-B15 Regulatory Road Signs and authorize Purchasing to advertise and solicit for bids. BECERRA/BORCHERDING

- 18. Authorize the contract renewal of RFP 2022-P08 HVAC Maintenance & Repair Services, Jail with SI Mechanical, LLC. INGALSBE/CUTLER
- 19. Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage capital Bank, N.A. for a period not to exceed 92 days (September 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code. BECERRA/TENORIO
- Approve the Elections and IT Departments to authorize L.D. Tebben Company Inc. to perform roofing repairs valued at \$4,723.00 on the IT-Election Building, pursuant to TIPS Contract 21060301 and amend the budget accordinly. SHELL/DOINOFF/MCGILL
- 21. Authorize the County Judge to execute an Easement Agreement for Roadway between Kenneth Jeffries and Hays County, related to the County's maintenance of River Mountain Road, and authorize staff to file the same in the Official Public Record of the County. SHELL
- 22. Authorize a waiver to the purchasing policy for Building Maintenance to install ADA handrails in the amount of \$1,160.59 at the rear elected officials' entrance of the Government Center and amend the budget accordingly. SHELL/T.CRUMLEY
- 23. Approve Utility Permits. SMITH/INGALSBE/BORCHERDING
- 24. Authorize the County Judge to execute a proposal with Axon Enterprise Inc. related to the Law Enforcement body worn camera and taser program for Constable Pct. 4 and amend the budget accordingly. **SMITH/HOOD**
- 25. Accept delivery of the Investment Report for October 2022 and November 2022. VILLARREAL-ALONZO
- 26. Authorize the County Judge to execute an Amendment to the Letter of Agreement between Hays County and TexHealth Central Texas, Inc. regarding the small employer premium support program. SHELL

Н.	ACTION ITEMS
l.	ROADS

- Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and HDR Engineering Inc. related to a warrant study for both signals and four-way stop conditions for the intersection at Robert S. Light Blvd. and 967, and Robert S. Light Blvd. and 2770, not to exceed \$22,234.00. SMITH/BORCHERDING
- 2. Hold a public hearing with possible action to establish a "No Parking" zone along River Road and Edgewater Drive in Wimberley between 2900 River Road and 302 Edgewater Drive. SHELL/BORCHERDING
- 3. Discussion and possible action to call for a public hearing on July 11, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**
- 4. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234032 in the amount of \$24,916.91, acceptance of the maintenance bond #PB03016800850M1 in the amount of \$71,130.58, and acceptance of the revegetation bond #PB03016800850M in the amount of \$13,467.04 for 6 Creeks subdivision, Phase 1, Section 9. SHELL/BORCHERDING
- 5. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234033 in the amount of \$18,520.06, acceptance of the maintenance bond #PB03016800850M12 in the amount of \$60,222.12, and acceptance of the revegetation bond #PB03016800850M in the amount of \$7,786.86 for 6 Creeks subdivision, Phase 1, Section 10. SHELL/BORCHERDING

J. SUBDIVISIONS

- 1. PLN-2204-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat. SMITH / MACHACEK
- 2. PLN-2218-PC; Call for a Public Hearing on July 11, 2023 followed by discussion and possible action regarding the Douglas Estates, D-11 Replat. SMITH/MACHACEK
- 3. PLN-2235-PC; Call for a Public Hearing on July 11, 2023 followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 23, Replat. SHELL/MACHACEK

K. MISCELLANEOUS

- 1. Discussion and possible action to execute a Memorandum of Understanding (MOU) with the City of Kyle authorizing the use of city property to house the Remote Automatic Weather Station (RAWS); accept a Proposal in the amount of \$6,755.00 from Water & Earth Technologies (WET) for the RAWS relocation expenses; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7) (D). BECERRA/MIKE JONES
- 2. Update on Hays County website development. BECERRA
- 3. Discussion and possible action to authorize the Local Health Department to utilize salary savings to hire one temporary Health Promotion Intern effective June 26 through September 30, 2023. INGALSBE/T.CRUMLEY
- 4. Discussion and possible action authorizing the County Judge to execute a Licensed Training Provider Agreement between Hays County and the American National Red Cross licensing Red Cross training materials and curriculum permitting County employees or volunteers to deliver instruction in Red Cross training courses. BECERRA/BORCHERDING
- 5. Discussion and possible action to approve Amendment #2 to the Motor Vehicle License Registration Agent Agreement between Hays County Tax Assessor-Collector and HEB Grocery Company, LP. **SMITH/O'KANE**
- 6. Discussion and possible action to approve the Assessment and Collection Agreements with Dripping Springs MUD (Municipal Utility District) 1. **SMITH/O'KANE**
- 7. Discussion and possible action to approve the Assessment and Collection Agreements with Mirasol Springs MUD (Municipal Utility District). SMITH/O'KANE
- 8. Discussion and possible action to approve the Assessment and Collection Agreements with Wild Ridge MUD (Municipal Utility District). **SMITH/O'KANE**
- Discussion and possible action to authorize the County Judge to execute a proposal with Ultimate Kronos Group (UKG) related to the Budget/Payroll Office implementing a new County-wide Timekeeping System. BECERRA/DORSETT
- 10. Discussion and possible action to authorize the Budget/Payroll Office to implement a payroll reduction authorization process for overpayments to county employees. SHELL/COHEN/DORSETT
- 11. Discussion and possible action to authorize the Budget Officer to work with VALIC Financial Advisors on a "make-whole" contribution process to identify negative impacts on employees deferred compensation accounts as a result of missed contributions and amend the budget accordingly. SHELL/COHEN/DORSETT
- Discussion and possible action authorizing the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Criminal District Attorney's Office.
 SHELL/HIGGINS
- Discussion and possible action to partner with Pet Prevent A Litter of Central Texas (PALS) to provide two Microchip Clinics in Hays County estimated at \$1,400.00 and amend the budget accordingly. BECERRA/COHEN

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.

- 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
- Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions of the Hays County Information Technology department. Possible discussion and/or action may follow in open court. SHELL/MCGILL
- 3. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions of the Hays County Pre-trial Services. Possible discussion and/or action may follow in open court. SHELL/FOCKEN

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
- Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
- 3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
- 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 16th day of June, 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: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item

Adopt a Proclamation recognizing July 2023 as Park and Recreation Month. SHELL/T.CRUMLEY

Summary

See attached proclamation.

Attachments

Park & Recreation Proclamation



PROCLAMATION RECOGNIZING JULY 2023 AS PARK AND RECREATION MONTH

WHEREAS parks and recreation are an integral part of communities throughout this country, including Hays County; and

WHEREAS parks and recreation promotes health and wellness, improving the mental and physical health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing hiking trails, swimming, educational programming, and spaces for play to promote active lifestyles; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Park and Recreation Month; and

WHEREAS Hays County recognizes the benefits derived from parks and recreation resources.

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

PARK AND RECREATION MONTH IN HAYS COUNTY ADOPTED THIS THE 20th DAY OF JUNE 2023

Dr. Michelle Gutierrez Coher Commissioner, Pct. 2
Walt Smith
Commissioner, Pct. 4

Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing June 2023 as Children's Awareness Month. BECERRA

Summary

See attached proclamation.

Attachments

Proclamation-Children's Awareness



PROCLAMATION RECOGNIZING JUNE 2023 AS CHILDREN'S AWARENESS MONTH

STATE OF TEXAS \$
\$
COUNTY OF HAYS \$

Hays County Clerk

WHEREAS, children reflect our greatest hope as a community; and

WHEREAS, the month of JUNE is derived from the Latin word JU-VEN-IS, meaning "Youth;" and

WHEREAS, Parents as Teacher-Community Action of Central Texas, City of San Marcos, WIC and PromiseLand Church shall hereafter celebrate June as the month of Children's Awareness in Hays County, TX; and

WHEREAS, Children's Awareness Month is a time to be spent nurturing and cultivating the joys and treasures of our children by sharing, caring and providing leadership that will in turn help preserve the stability of our children and their future; and

WHEREAS, we have no greater responsibility than to instill the hope of a better tomorrow for our children and grandchildren; and

WHEREAS, when we work together with our children in a spirit of community, confidence, pride, and self-esteem, we will instill in both their lives and our own, the greatness that comes from being an American; and

WHEREAS, it is important to empower our children to face the future with courage, intelligence and wisdom, our goal should be to increase communication skills and values between children and their parents, children and their physicians, children and community leaders, and children who will be tomorrow's future leaders; and

WHEREAS, every child deserves a chance to succeed, to be filled with love, to be encouraged, supported, educated, and healthy and to be truly valued and cherished;

NOW, THEREFORE, BE IT RESOLVED that Hays County Commissioners Court does hereby proclaim June 2023 to be

Children's Awareness Month

and encourage all to participate and reaffirm our commitments to our children, to ourselves and to each other.

ADOPTED THIS THE 20TH DAY OF JUNE 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
EST:		



AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 06/20/2023

Requested By:
Sponsor:
Judge Becerra
Judge Becerra

Agenda Item

Adopt a Proclamation recognizing June 2023 as LGBTQIA+ Pride Month. BECERRA

Summary

Attached: Proclamation

Attachments

Proclamation - Pride



PROCLAMATION RECOGNIZING JUNE 2023 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND INTERSEX PRIDE MONTH

STATE OF TEXAS §

COUNTY OF HAYS §

Hays County Clerk

WHEREAS, in June 1969, a courageous group of Americans rose up to protest the violence and marginalization they faced in what became known as the Stonewall Uprising. Their courage sparked a civil rights movement for the liberation of the LGBTQIA+ community and changed our Nation forever; and

WHEREAS, during Pride Month, we honor a movement that has grown stronger, more vibrant, and more inclusive with every passing year. Pride is a celebration of generations of LGBTQIA+ people, who have fought bravely to live openly and authentically. And it is a reminder that we still have general work to do to ensure that everyone fully enjoys the promise of equity, dignity, protection, and freedom; and

WHEREAS, in 2023 alone, State and local legislatures have already introduced over 600 hateful laws targeting the LGBTQIA+ community. Homophobic and transphobic vitriol spewed online has transformed into physical violence. Our hearts are heavy with grief for the loved ones we have lost to anti-LGBTQIA+ violence; and

WHEREAS, despite these attacks, the LGBTQIA+ community remains resilient and defiantly and unapologetically proud; and

WHEREAS, our collective freedoms are inextricably linked: when one group's dignity and equality are threatened, we all suffer. Hays County is stronger and more just when our community appreciates the full diversity of our region. It is the annual, vibrant parades and lively festivals of SMTX Pride and Wimberley Pride, as well as the day-long Pride celebration held by Pride of Dripping Springs that allow us to celebrate the freedoms that power the movement for LGBTQIA+ rights and commit to doing our part to help recognize the needs of our community.

NOW, THEREFORE, BE IT RESOLVED, that Hays County Commissioners Court does hereby proclaim June 2023 as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Pride Month.

ADOPTED THIS THE 20th DAY OF JUNE 2023

	Hays County Judge
Debbie Gonzales Ingalsbe	Dr. Michelle Cohen
Commissioner, Pct. 1	Commissioner, Pct. 2
Lon A. Shell	Walt Smith
Commissioner, Pct. 3	Commissioner, Pct. 4



AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Judge Becerra Judge Becerra Sponsor:

Agenda Item

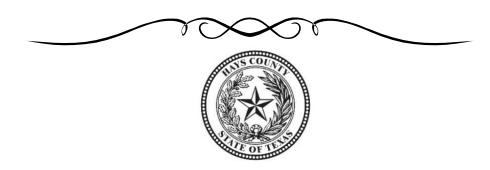
Adopt a Proclamation recognizing the dedication of a Texas State Historical Subject Marker for Cuauhtemoc Hall. BECERRA

Summary

Proclamation will be brought to Court.

Attachments

Proclamation



PROCLAMATION TO FORMALLY RECOGNIZE THE TEXAS HISTORICAL MARKER FOR LA SOCIEDAD MUTUALISTA CUAUHTÉMOC

STATE OF TEXAS	8
	8
COUNTY OF HAYS	\$

WHEREAS, the board members of *La Sociedad Cuauhtémoc* in 2018, decided to apply for a Texas Historical Commission marker for Cuauhtémoc Hall and sought help from members of the Council for the Indigenous and Tejano Community (CITC); and

WHEREAS, the research discovered by CITC found that in the early 1900s, the community struggled to gain improvements in educational and social services; and

WHEREAS, as a result, La Sociedad Mutualista de Cuauhtémoc was established; and

WHEREAS, the present organization began in 1918 and continued to grow. In 1942 the first board members were President Juan S. Flores, Vice President Juan Arredondo, Secretary Daniel Rojo, and Treasurer Crescencio Gonzales; and

WHEREAS, their purpose was to promote cultural and historical events, support future generations with scholarships, assist those in need and celebrate family events; and

WHEREAS, their main goal was to establish a community gathering place; and

WHEREAS, the property in Victory Gardens was bought, and a building erected named Cuauhtémoc Hall after the last Aztec Emperor; and

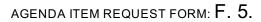
WHEREAS, Cuauhtémoc Hall (known as El Parque or El Salón) quickly became the area's largest venue for Mexican American gatherings; and

WHEREAS, *La Sociedad Mutualista de Cuauhtémoc* remains a unifying force and a significant part of San Marcos through its scholarships, musical performances, weddings, political events, and social gatherings; and

NOW, THEREFORE BE IT RESOLVED that the Hays County Commissioners Court recognizes the historical importance of *La Sociedad Mutualista de Cuauhtemoc* and endorses the Texas Historical Commission's efforts to recognize their place in Texas history with a dedication and unveiling ceremony on July 1.

ADOPTED THIS THE 20th DAY OF JUNE 2023

	Ruben Becerra Hays County Judge	
Debbie Gonzales Ingalsbe Commissioner, Pct. 1	<u>-</u>	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		





Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Commissioner Smith Sponsor:

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Dripping Springs Water Supply Corporation. **SMITH**

Summary

Attached: Draft ARPA Agreement Draft PW

Attachments

Draft Agreement Draft PW Exhibit A Exhibit B Exhibit C

HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT WITH DRIPPING SPRINGS WATER SUPPLY CORPORATION

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trial, Suite 1071, Texas 78666, and the **Dripping Springs Water Supply Corporation** (the "Agency"), a non-profit corporation, located at 101 Hays Street, Suite 406 Dripping Springs, Texas 78620.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to purchase two 400kw generator as a necessary investment in water infrastructure; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

- 1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
- 2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 <u>Purpose.</u> The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 <u>Use of Funds.</u> The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 <u>Distribution of ARPA Act Funds.</u> The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$50,000.00 that will be disbursed from ARPA Act Funds.

П.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 <u>Subrecipient Status</u>. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 <u>Single Audit Act.</u> The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed

by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 <u>County Audit.</u> The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 <u>County Payment Responsibility</u>. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$50,000.00 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

4.1 Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4.2 Scope of Activities; Budget.

- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
- i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
- ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
- b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County

and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 <u>Period of Performance</u> The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on the Effective Date, and ends on December 31, 2026.
- 4.4 <u>Reporting</u> Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4.5 Payment

- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
- b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states costs of equipment, services, capital expenditures, or other assistance that is used to purchase and install 400kW generators, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, contracts, invoices, and canceled checks paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 <u>Insurance Payments</u> Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.

4.7 <u>Maintenance of and Access to Records</u>

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from

this award.

- 4.9 <u>Administrative Costs</u> Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 <u>Cost Sharing.</u> Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4.12 Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 <u>Hatch Act</u> Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 <u>False Statements</u> Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 4.16 <u>Publications.</u> Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 4.17 Debts Owed the Federal Government
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined

to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 4.20 <u>Increasing Seat Belt Use in the United States.</u> Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

 \mathbf{v}

GENERAL CONDITIONS

- 5.1. <u>Amendments or Modifications</u>. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. <u>Relationship of Parties.</u> In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. <u>Captions.</u> The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. <u>Venue and Law.</u> Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. <u>Sole Agreement.</u> This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. <u>Termination:</u> This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. <u>Survival of terms of Agreement and obligations of parties.</u> The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. <u>Public Information Act Requirements.</u> The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5.9. <u>Certificate of Interested Parties.</u> Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 <u>Notices.</u> Notices required by this Agreement are as follows:

County;

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

and

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

Agency:

Dripping Springs Water Supply Corporation 101 Hays StreetSuite 406, Suite 406 Dripping Springs, Texas 78620 Attention: William Jackson

5.11 <u>Procurement.</u> The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.	
By:	
Ruben Becerra	Date
Hays County Judge	
ATTEST:	
By:	
Elaine H. Cardenas MBA PhD	Date
Dripping Springs Water Supply Corporation	
By:	
William Jackson	Date
President	



HCTX113_Dripping Springs Water Supply Corporation

HAYS COUNTY ARPA SLFRF PROJECT

HCTX113_Dripping Springs Water Supply Corporation

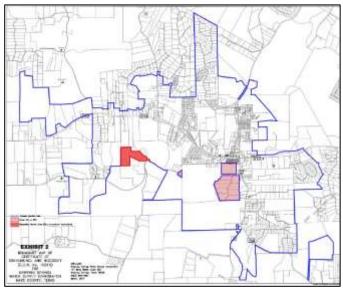
1	Drip	ping Springs Water Supply Corporation Overview	. 2
	1.1	Investment in Water and Sewer Infrastructure	
	1.2	Designing a Necessary Investment In Water and Sewer Infrastructure	
		Program Summary	
2		nparative Analysis	
		Reasonableness & Proportionality	
		bility	
	_	ral Rule	
		Capital Expenditure	

1 Dripping Springs Water Supply Corporation Overview

Figure 1: DSWC CNN Map

1.1 INVESTMENT IN WATER AND SEWER INFRASTRUCTURE

Dripping Springs Water Supply Corporation (SWSC) is a 501(c)(12) that began with its first water well in 1964. It now operates four groundwater well sites that can produce up to 1.5 million gallons per day, three pump stations and a surface water connection site. It has more than 900,000 gallons of water storage in three ground storage sites and two standpipes. It also has a raw water contract of 1 million gallons per day of surface water from the Lower Colorado River Authority, which is treated and sold to DSWSC by the West Travis County Public Utility Agency.¹ DSWSC is managed by an Administration General Manager, an Operations General



Manager, and a five-member Board of Directors elected by voters residing in the DSWC service boundaries. DSWSC serves customers in Northern Hays County.²

The mission of DSWSC is to provide safe, high quality water services to their community of 4,100 metered residents. The geographic area identified in their Certificate of Convenience and Necessity (CNN) is shown in Figure 1.³

In February of 2021 Winter Storm Uri had a statewide and regional impact, more than 200,000 people in Texas live in areas where water systems were completely non-operational. In addition to equipment problems, demand for electricity in Texas hit a record 69,692 megawatts (MW) on February 14 - 3,200 MW higher than the previous record set in January 2018 and 12,329 MW higher than its current capacity. The Electric Reliability Council of Texas (ERCOT) initiated rotating outages at 1:25am on February 15. However, a retrospective Houston Chronicle article a year later said peak demand was even higher: 76,819 megawatts on Feb. 16, 2021.

The rotating outages prevented electricity demand from overwhelming the grid, a scenario which could have caused equipment to catch fire and power lines to go down, potentially resulting in a much more

¹ <u>Dripping Springs Water Supply Corporation SCADA Software Upgrade (vtscada.com)</u>

² Home | Dripping Springs WSC (drippingspringswater.com)

³ Area We Serve | Dripping Springs WSC (drippingspringswater.com)

⁴ Hourly Load Data Archives. ercot.com

⁵ Texas' power grid set a new winter peak demand record Sunday evening

⁶ ERCOT calls for rotating outages as extreme winter weather forces generating units offline

⁷ Houston Chronicle, How devastating was 2021's deadly Texas freeze, exactly? Here's what the numbers say

severe blackout.⁸ At the peak, over 5 million people in Texas were without power,⁹ with 11 million experiencing an outage at some point,¹⁰ some for more than 3 days.¹¹

As a result of Uri's impact, the State of Texas passed State Bill 3 (SB 3) of the 87th Legislature (2021-2022). To prepare Texas's critical infrastructure for extreme weather emergencies, SB 3 requires water utilities to develop and implement emergency preparedness plans to keep their services operating during an extended power outage.¹²

1.2 Designing a Necessary Investment In Water and Sewer Infrastructure

Water utilities, like DSWSC, have multiple options for meeting the requirements of SB 3, including backup generators, alternate power sources, redundant interconnectivity between pressure zones and increased levels of storage, as well as options for water demand management strategies.

According to the SLFRF guidance, "[A] 'necessary' investment in infrastructure must be:

- responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life."¹³

SB 3 identified the need for investment in water infrastructure and DSWSC has identified a cost-effective means for meeting that need. They have purchased two Cummins 400kW with 484 hours, 605 HP at 1800 RPM standby diesel generators (Model DFCE) from Central States Diesel Generators for \$49,500.00 each.

Hays County would be able to implement DSWSC's emergency preparedness plans to keep their services operating during an extended power outage through a Subrecipient Agreement. The award to DSWSC is \$50,000 and the remaining cost of the generators will be paid by DSWSC.

1.3 Program Summary

Through a subrecipient agreement for the amount of \$50,000, DSWSC would be assisted with the cost incurred to purchase two Cummins 400kW with 484 hours, 605 HP at 1800 RPM standby diesel generators (Model DFCE) from Central States Diesel Generators in order to meet the requirements of SB 3. This necessary investment in water infrastructure is a cost-effective means of keeping their services operating during extended power outages.

As the subrecipient, DSWSC, will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to DSWSC's records pertaining to this

⁸ Texas was 'seconds and minutes' away from catastrophic monthslong blackouts, officials say - Texas Tribune.

⁹ Millions in Texas without power as deadly storm brings snow, freezing weather - NBC News.

¹⁰ The Texas Electric Grid Failure Was a Warm-up". Texas Monthly

¹¹ 'It's Life And Death': Texans Still Without Power As Nation Faces More Winter Storms - NPR.

¹² New Law Sets Early 2022 Deadline for All Texas Water Utilities

¹³ Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule, US Treasury | January 2022

program. Audits will be performed by the Hays County Auditor to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of DSWSC's reporting.

2 COMPARATIVE ANALYSIS

2.1 Reasonableness & Proportionality

Table 1 shows a range of prices from multiple manufacturers for stand-by diesel generators with power required for use in industrial settings. The range is from \$42,200 to \$63,400 and each product has numerous factors contributing to price.

Table 1: 400 kW Diesel Generators Prices

Manufacturer	kW	Cost
Cummins	400	\$42,200
Kohler	400	\$63,400
Cummins	400	\$49,900
Gillette	400	\$52,881
Average		\$52,095

The average costs of a 400kW generator yield a cost of \$52,095. The price quoted by Central States Diesel Generators, LLC to DSWSC for a 400kW diesel generator \$49,500. This cost is determined to be reasonable.

3 ELIGIBILITY

3.1 FINAL RULE¹⁴

A recipient may use funds to make necessary investments in water and sewer infrastructure:

Projects eligible under EPA's Drinking Water State Revolving Fund (DWSRF).

3.1.1 DWSRF

Under the DWSRF Examples of Other Capital Projects, large capital equipment purchases, such as standby power generators and associated accessories are an eligible expense.¹⁵

¹⁴ 31 CFR 35.6(e)

¹⁵ DWSRF Eligibility Handbook

3.2 CAPITAL EXPENDITURE

If a project has total capital expenditures of less than \$1 million and the use is enumerated by Treasury as eligible, then no written justification is required.¹⁶

Treasury has also indicated in its reporting guidance that recipients will only need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over \$10 million.¹⁷

¹⁶ Final Rule (b) Capital Expenditures

¹⁷ Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 6.15 | July 27, 2022

Exhibit A

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

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

The County of Hays (the "County") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of [INSERT DATE] [AS AMENDED], by and between the Agency] and the County (the "Agreement"). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the "Supplementary Conditions") which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- **2. STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS. The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

- 7. **DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- **8. CONFLICTS OF INTEREST.** The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

- **SUBCONTRACTING.** The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.
- **10. ASSIGNABILITY.** The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.
- **11. INDEMNIFICATION.** The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.
- **12. TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:
 - A. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
 - B. <u>TERMINATION FOR CONVENIENCE</u> (Applicable to contracts exceeding \$10,000). The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.
- **13.** <u>LOBBYING (Applicable to Agreements exceeding \$100,000).</u> The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.
- **16.** MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

- **17. COPYRIGHT.** Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.
 - A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.
 - B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:
 - "This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury."
- **18.** <u>COUNTY SEAL, LOGO, AND FLAGS.</u> The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.
- **19. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.
- **20.** PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to the Agreement.
- 21. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.</u>

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
 - 1. procure or obtain;
 - 2. extend or renew a contract to procure or obtain; or
 - 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. <u>DOMESTIC PREFERENCES FOR PROCUREMENTS.</u>

A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- **24.** TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.
- **25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
- **26. AGE DISCRIMINATION ACT OF 1975.** The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- 27. <u>NONDISCRIMINATION</u>. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - 1. Recruitment, advertising, and job application procedures;
 - 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - 3. Rates of pay or any other form of compensation and changes in compensation;
 - 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - 5. Leaves of absence, sick leave, or any other leave;
 - 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 - 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 - 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.



Exhibit C SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: JANUARY 2023 Invoice Number: 01

Agency: Dripping Springs Water Supply Corporation

Agency contact: Rick Broun 512-858-7897 Current contract term:

Program:

E-mail: rickb@drippingspringswater.com

2	Item PERSONNEL	Approved Budget	Programmatic	Cumulative	Dudust
2	PERSONNEL		Expenditures	Expenditures	Budget Balance
2			F	,	
-	Salaries	\$0.00	\$0.00	\$0.00	\$0.0
3	Finge Benefits	\$0.00	\$0.00	\$0.00	\$0.
	SUBTOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.
	OPERATIONS				
4	Professional Services - Plans	\$0.00	\$0.00	\$0.00	\$0.
5	Equipment	\$0.00	\$0.00	\$0.00	\$0.
6	Supplies	\$50,000.00	\$0.00	\$0.00	\$50,000.
7	Contractual Services	\$0.00	\$0.00	\$0.00	\$0.
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.
9	Department Specific Costs	\$0.00	\$0.00	\$0.00	\$0.
10	Outreach	\$0.00	\$0.00	\$0.00	\$0.
11		\$0.00	\$0.00	\$0.00	\$0.
12		\$0.00	\$0.00	\$0.00	\$0.
13		\$0.00	\$0.00	\$0.00	\$0.
14		\$0.00	\$0.00	\$0.00	\$0.
15		\$0.00	\$0.00	\$0.00	\$0.
16		\$0.00	\$0.00	\$0.00	\$0.
17		\$0.00	\$0.00	\$0.00	\$0.
18		\$0.00	\$0.00	\$0.00	\$0.
19		\$0.00	\$0.00	\$0.00	\$0.
20	SUBTOTAL OPERATIONS	\$50,000.00	\$0.00	\$0.00	\$50,000.
21	Personnel and Operations Subtotal	\$50,000.00	\$0.00	\$0.00	\$50,000.
	INDIRECT COST				
22	Administration - 10% de minimus	\$0.00	\$0.00	\$0.00	\$0.
23	SUBTOTAL Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.
24	PAYMENT REQUEST				
25	TOTALS	\$50,000.00	\$0.00	\$0.00	\$50,000

Preparer's Signature:	Date:
Authorized Signature:	Date:
APH USE ONLY:	
Reviewed & approved by:	Date:

printed 06/14/2023 15:42:59 form revised 01-17-2003



agenda item request form: $F.\ 6.$

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Commissioner Smith Sponsor:

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Buda VFW Post 12161. SMITH

Summary

Attached: Draft ARPA Agreement Draft PW

Attachments

Draft ARPA Agreement - Buda VFW 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 Frank Mendez, Principal Officer of VFW Post 12161 ("Beneficiary"), located at P.O. Box 12161, 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 \$21,203.00 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 July 11, 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:
 - o A special-purpose unit of local government
 - \circ A 501(c)(3); or
 - \circ A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of July 11, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university

- Library
- A nonprofit other than a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - Beneficiary certifies that 0 (zero) employees were employed by the business/special-purpose unit of local government/non-profit as of July 11, 2023.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

- A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.
- B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.
- D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.
- E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.
- F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

- G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.
- H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.
- I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.
- J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.
- K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.
- L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created July 11, 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: VFW Post 12161
Owner Name: Frank Mendez
Owner Title: Commander (as of July 1, 2023)
SIGNATURE:
DATE:
Hays County
Ruben Becerra
Hays County Judge
SIGNATURE:
DATE:



HCTX111_Buda VFW Post 12161

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Buda VFW Post 12161

1	Bud	a VFW Post 12161 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	Com	nparative Analysis	. 3
	2.1	Reasonableness & Proportionality	
3	Eligi	bility	. 4
		Final Rule	

1 BUDA VFW POST 12161 OVERVIEW

1.1 Designating a Public Health Impact

The Veterans of Foreign Wars (VFW) of the United States is a nonprofit organization comprised of eligible veterans and military service members from the active, guard and reserve forces whose mission is to ensure that veterans are respected and recognized for their service and sacrifice and always receive their earned entitlements. Buda VFW Post 12161 (Buda VFW) is a 501(C)(19) where members must be past or present members of the United States Armed Forces.

Buda VFW meets the 3rd Wednesday of every month at Buda City Hall, 405 E. Loop Street, Building 100, Buda City Hall and Public Library, Buda, TX 78610.¹

Buda VFW's funds support veterans and their families. Programs such as relief to help older, sick, or disabled veterans and yearly scholarship(s) contests to award a local Teacher, Doctor, Firefighter, or Police Officer are examples of support.

Buda VFW's income sources include member dues, donations, and fundraising events. Prior to June 2020, they were housed at a city-owned building at 100 Houston St, Buda, TX 78610 and they also received income from renting rooms in that building as meeting space to veteranowned businesses.



Figure 1: Buda VFW Post 12161 – Meeting Location

In June 2020, Buda VFW was unable to manage room rentals and building maintenance due to pandemic lockdowns. It was decided that the Buda VSO Alliance (Buda VFW, AmVets, American Legion & Riders, and F7 Group) would become the property manager for the building at 100 Houston Street, and Buda VFW was to turn over the monies in their Building Fund.

In 2019 they were able to raise over \$40,000. But in 2020 COVID-19 group and crowd restrictions prohibited collection of fees from renting rooms to local veteran-owned businesses, fund-raising events, and payment from their Building Fund (\$3,130) toward the management of their former meeting location, reducing their funding by \$19,113.

1.2 Designing a response to a pandemic Harm

Buda VFW Trustees' Report of Audit quarterly reports 2019 (\$40,198) and 2020 (\$21,085) document a \$19,113 decrease in revenue due to a pandemic-related decrease in contributions and fund raising. Buda VFW has less than \$50,000 in gross income and is not required to submit Form-990s. VFW Posts are required to produce quarterly audits to the Post Trustee.

¹ Figure 1 Hays Free Press June 20, 2018 <u>Buda City Hall to open for business by end of July, Library set for August</u> (haysfreepress.com)

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 Buda VFW's financial hardship from the revenue loss. Through a grant of \$21,203 Buda VFW will be able to:

Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 Program Summary

Buda VFW provided their quarterly reports for 2018, 2019, and 2020 to support their eligibility as a beneficiary under the SLFRF. In 2020, COVID-19 group and crowd restrictions prohibited in-person fund raising events reducing their funding by \$19,113.

The validation and cost reasonableness analysis determined Buda VFW can demonstrate a pandemic related harm up to \$21,203 the first year of the pandemic. Buda VFW award is \$21,203.

2 COMPARATIVE ANALYSIS

2.1 Reasonableness & Proportionality

Due to the pandemic Buda VFW saw a reduction in its revenue, which is primarily funded by contributions and grants.

Income and expenses recorded in their General Fund includes dues, donations, and monies from fund raising events. This is used for most income and expenses that are not dedicated to specific item(s), e.g., Poppies on Memorial Day and Veterans Day. Funds for specific items are:

Relief Fund: income from the distribution of Buddy Poppies on Memorial Day and Veterans Day. This money is used ONLY for relief to help older or sick or disabled veterans.

Building Fund: used for renovation and maintenance of their former meeting location a 100 Houston St; monies now used to help maintain meeting location within Patriots' Hall

Life membership: receipt of partial paid membership dues back from VFW National to assist a Post Veteran in need that could not pay their dues. The assistance is voted on by members.

Honor Guard/Flag Fund: monies are used to purchase uniforms and flags for events such as parades.

Scholarship: are awarded annually via contests to local teachers, doctors, etc.; the scholarships are required by VFW National.

Museum Fund: Donations and fundraisers to create the Veterans Museum that was located inside of their former meeting hall at 100 Houston Street

The ARPA SLFRF grant is critical to help Buda VFW post 21261 recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 48% decrease in revenue from 2019 to 2020. Using the revenue loss formula provided by 31 CFR Part 35² to measure revenue loss against a pre-pandemic baseline in accordance with the US Treasury's revenue loss calculation, Buda VFW's loss of revenue is \$21,203.32 for 2020.

Table 1: Revenue Loss

	2019	2020
Total Revenue	40,198	21,085
		(19,113)
		-48%
Projected Growth		\$42,288
Revenue Loss		(21,203)

3 ELIGIBILITY

3.1 FINAL RULE³

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

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

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

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

Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

"The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to

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

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

violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits". These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴



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

		oss			
		2019	2020-2019		
8	Contributions and grants	-	-	-	-
9	Program service revenue	-	-	-	-
10	Investment income	-	-	-	-
11	Other revenue	-	-	-	-
12	Total revenue	40,197.65	21,084.61	5,203.55	(19,113.04)
	Change from prev year (19,113.04) (15,881.06)				
		-48% -75%			
	5.2% growth rate*		\$42,287.93	\$44,486.90	
	Diff from actual				
	Table above based on Net ca	ash balances a	t start of each o	quarter	

Jan 1 to March 31

April 1 to June 30

July 1 to Sept, 30

Oct 1 to Dec. 31

FISCAL QUARTERS: Jan 1 to March 31	April 1	to ju	ne 30	Juh	Oct 1 to Dec. 31							
FUNDS:		Net Cash Balances at Beginning of 10. Quarter		Receipts During Quarter 11.		ler	Expenditures During Quarter 12.				ances carter	
. National and Department Dues (Per Capita Tax)	\$			\$			\$			\$.00
2. Admission or Application Fees (Department)		Ţ							<u> </u>	<u> </u>	0	.00
3. Post General Fund	2,	074.	40	4	128.	00		79.	00		2,423	
4. Post Relief Fund (Poppy Profits, Donations, etc.)	3,	984.	41		277.	44	1	120.	00	1 4	1, 1582	005
5. Post Dues Reserve Fund (See Sec. 218, Manual of Procedure)		532.			0.	00		356.	00	<u> </u>	176	
6. Post Home or Building Fund (Including Savings but Not Real Estate)						ļ				<u> </u>		.00
7. Post Canteen or Club Fund							ļ			 		.00
8. Other District 5 raffle tickets		151.	44		110.	00		151.	44	 		.00
Life Member Fund					27.	16	ļ		<u> </u>			.16
	1					<u> </u>	<u>j</u> .		<u> </u>	<u> </u>		.00
	1						<u> </u>			-		.00
9. Bonds and Investments Not Credited to Funds						ļ			<u> </u>	 	0	.00
14. TOTALS:	\$ 6	,742	25_	\$	842	60	5	706	44	15.	6,878	.41

16. OPERAT	IONS	
Have required payroll deductions been	madełn/	а
Have payments been made to the proportion and Federal agencies this quarter?	er State	a
Have sales taxes been collected and pa		a
Are club employees bonded?	n/	a
Amount of outstanding bills	S	819.00
Value of Real Estate	5	0.00
mount of liability insurance	5 2	,000,000.00
wed on Mortgages and Loans	\$	0.00
Value of Personal Property	\$	0.00
Amount of Property Insurance	\$	0.00
<u> </u>		

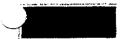
17. RECONCILIATION OF FUN	ND BALANCES
Checking Account Balance \$ 6,878.4 Less Outstanding Checks 170.0 Actual Balance	
Savings Account Balance	
Cash on Hand	
Total	<u>6,708.41</u>
Bonds and investments (cost value)	
Total	\$ 6,708.41

TRUSTEES' AND COMMANDER'S 18. **CERTIFICATE OF AUDIT**

Date APRIL 25 , 19 20	18
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This is to certify that we (or qualified accountants) have audited the books and records of	(District control of the trade
for the Fiscal Quarter ending September 30 in accordance of the National B	y-Laws and that this Report is a true and correct statement thereof to the best of our
knowledge and belief. All Vouchers and Checks have been examined and found to be p	properly approved and checks properly countersigned:
· · · · · · · · · · · · · · · · · · ·	Signed Trustee
(Name)	Signed: A La Con La Trustae
	Signed: Best Us G Trustee
(Address) This is to certify that the Office of the Quartermaster is bonded with Traveler.	s Casualty & Surety Co. of America in the
amount of \$10,000.00 until AUGUST 31, 2018	19, and that this Audit is correctly made out to the best of my knowledge
and beltef.	
	Signed: P Liberarder Commender

NOTE: Forward Original (Blue) Copy to your Department Quartermaster - See instructions on reverse side of both Yellow and Blue Copies.





The Books and Records of the Quartermaster and Adjutant of District 5, Buda Post 12161

(District/County Council/Post No.)

Jepartment ofTEXAS		fe	or the	Fisca	l Qua	rter end	ling _	Septen	nber	30	21	18	
FISCAL QUARTERS: Jan 1 to Marc.	h 31	April	1 to Ju	ne 30		July 1 t	o Sept	1. 30	Oct	1 to	Dec. 31		
FUNDS:		at Be	ash Balances Beginning of Quarter			Receipts ring Quar	ter	Expenditures During Quarter 12.			Net Cash B at End of C 13.		
1. National and Department Dues (Per Capita Tax)		5			ķ			5			<u> </u>	0.00	
2. Admission or Application Fees (Department)				1							<u> </u>	0.00	1
3. Post Ceneral Fund		2	,726.	94		583	50	<u> </u>	02.5		2,80		
4. Post Relief Fund (Poppy Profits, Donations, etc.)		6	,645.	37			ļ	1,1	<u>.03 . </u>	6	-5-9		2
5. Pust Dues Reserve Fund (See Sec. 218, Manual of Pro			201.	÷		105		<u> </u>			<u> </u>	6.00	j '
6. Post Home or Building Fund (Including Savings but Not	Real Estate)	ļ	0.	00	ļ	1,345	00	<u> </u>	<u>0.p</u>	0	1,34	0.00	ŀ
7. Post Canteen or Club Fund		ļ		<u> </u>	ļ		ļ	 			 	0.00	
8. Other District 5 raffle tickets		<u> </u>		00			-	 				9.10	١
Life Member Fund				16		172 720		1	514.	30		6.00	
Honor Guard		<u> </u>		00	 	1,000	+	 	1+3:1		·	0.00	1
Scholarship 9. Bonds and Investments Not Credited to Funds		-	·	.00	† -	1,000	1	1				0.00	l
9. Bonds and investments Not Created to Latits		 		- 00	1			1	Ī		15.		1
14.	TOTALS:	S 9	649	47	\$	3,926	44	ş 2,	219	86	\$ 11,35	6.05	
			1 .	DE/	- O N	CHIA	TIO	N OF	FIIN	JD I	BALAN	FS	l
16. OPERATIONS			17.	NE	JUN	CILIA					L97-12-7-11-4-V		
Lista Ledanier, Davigue George Louis Recoll Marie:	ı/a		(-	ount Bala		S <u>11,3</u>					
Have payments been made to the proper State						ling Chec	ks	1,7	50.0	0	0.00	ΛE	1
and rederal agent, its mis quarter.	1/a		Actual Balance \$ 9,606.05								.03		
Thave sales taxes been collected and paid:	1/a		-	Savings Account Balance								1	
Take that employees denotes.	1/a			Cash o	n Hani	d				-		~~~~	-
Amount of outstanding bills\$	1,75	0.00			Total					\$_	9,606	. 05	-
Value of Real Estate S		0.00		Bonds	and in	vestments	(cost v	/alue)		-	0.000		
Among Dr. month's manifer -	2,000,00		 		Total					<u></u>	9,606	. 05	ز
Owed on Mongages and LoansS		0.00	18.		TR	USTEE	S' A	ND CO	MM	IAN	DER'S		
Value of Personal Property 5		0.00	-			CER	TIFIC	CATE O	F Al	JD!	T		
Amount of Property InsuranceS		0.00]									,	
					Date	OCTO!	DER	24			, 19 201 8	•	
This is to certify that we (or qualified accountants) have audited	the books ar	nd record	s of the	Adjular	nt and C	samenauč	ter of	Post Dist	1216	51 univ C	auncil/Past Na	1.1	-
for the Fiscal Quarter ending September 30 in acco	ordance of th	e Nation	al By-La	ws and	that th	is Report i	s a true						ır
knowledge and helief. All Vouchers and Checks have been ex	aminesi and	found to	be grop	ariy ap	proved	and check	s prope	erly counters	igned:				
Post Quartermaster Michael J. Garcea	u		Sign	red:	12	Lala	ent		r tues an owners for			_ Truster	e
Myhil Harei			Sign	ned: _	Mich	act D	, fa	<u> </u>				Truste	e
603 Pine Siskin Dr. Buda, Tx 78	3610		Sign	red: _ <u>c</u>	2h			2.B	عدي	<u> </u>		Truster	9
(Address) This is to certify that the Office of the Quartermaster is bonded	wa Tra	avel	ers	Cas	ual	ty &	Sur	ety Co	· 	of 2	America	al _{In th}	se.
amount of \$25,000.00 until AUGUST 31			,19								e best of my		
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and belief.				_ (۱).	1 1		N	/)				
			\$/i	gned: _	V.	XX	<u>~</u>	2 Jel			C:	ണന്വലാർള	Ħ
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NOTE: Forward Original (Blue) Copy to your Department Quartermanter - See Instructions on reverse side of both Yellow and Blue Copies.



The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161

(District/County Council/Post No.) 2018 for the Fiscal Quarter ending December 31 Jepartment of ___Texas Oct 1 to Dec. 31 April 1 to June 30 July 1 to Sept. 38 Jan 1 to March 31 **FISCAL QUARTERS:** Net Cash Balances Expenditures Net Cash Balances Receipts at End of Quarter at Beginning of **During Quarter During Quarter FUNDS:** 10. Quarter 11. 12. 13. 0.00 National and Department Dues (Per Capita Tax) 0.00 Admission or Application Fees (Department) 5,147.22 5,336 06 2,807 94 2,619.10 Post General Fund 7,270.81 4. Post Relief Fund (Poppy Profits, Donations, etc.) 5,519.01 2,620.36 868.56 246.00 Post Dues Reserve Fund (See Sec. 218, Manual of Procedure) 276.00 30.00 0.00 139,00 Post Home or Building Fund (Including Savings but Not Real Estate) 1,345.00 0.00 1,206.00 0.00 Post Canteen or Club Fund 251.10 250.10 1.00 Life Membership 8. Other 8.34 0.34 8 100 Honor Guard /Flag 4001.00 1,000.00 0.00 600 00 Scholarship (VOD, P/P, Teacher) .00 150 00 0.00 150 00 .00 9. Bonds and Investments Not Credited to Funds 15. 14, TOTALS: 5,473 66 \$ 13,651.31 7.768 92 \$ 11,356,05 **RECONCILIATION OF FUND BALANCES OPERATIONS** 16. Checking Account Balance 5 13,651.61 N/A Have required payroll deductions been made? 300.00 Less Outstanding Checks Have payments been made to the proper State 13,351.61 N/A Actual Balance and Federal agencies this quarter? ... N/A 0.00 Savings Account Balance lave sales taxes been collected and paid? ____ 0.00 N/A Cash on Hand Are club employees bonded? ____ 13,351.61 300.00 \$ Total Amount of outstanding bills ____ 0.00 0.00 Bonds and investments (cost value) Value of Real Estate __ 13,351.61 \$ 2,000,000.00 Total Amount of liability insurance ---0.00 5 Owed on Mortgages and Loans TRUSTEES' AND COMMANDER'S 18. 5 Value of Personal Property CERTIFICATE OF AUDIT 0.00 \$ Amount of Property Insurance _ Date January 23 . 19 **2019** This is to certify that we (or qualified accountants) have audited the books and records of the Adjutant and Quartermaster of Post 12161 for the Fiscal Quarter ending December 31 in accordance of the National By-Laws and that this Report is a true and correct statement thereof to the best of our knowledge and belief. All Vouchers and Checks have been examined and found to be properly approved and checks properly countersigned Trustee Post Quartermaster Michael ⊿ Garceau 603 Pine Siskin Dr Buda, Tx 78610 This is to certify that the Office of the Quartermaster is bonded with Texas Department Surety provider amount of \$25,000.00 until August 31. 2019 , and that this Audit is correctly made out to the best of my knowledge and polici

NOTE: Forward Original (Blue) Copy to your Dapartment Quartermaster - See instructions on reverse side of both Yellow and Blue Copies.





The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161
(District/County Council/Post No.)

PISCAL QUARTERS: Jan 1 kg	Maech 33	4 4 = 4							
	119141 200	April i e	e june 30	July T to Sep	t. 30	Octivo	Dec. 31		
FUNDS:		Net Cash at Begin 10. Qua	ining of	neceipts During Quarter 11.		inditures ig Quarter	Net Cash Balances at find of Quarter 13.		
1. National and Department Dises (Per Capita Ta	x)	ξ	0.00	\$ 0.00	5	0.00	3 0.00		
2. Admission of Application Fees (Department		1-2	15.00	0.00	· [- · · · · · · - · · ·	0.00	15.00		
5 Past Central Fund	5 Past Central Fund		39.64	800.00	4.	280.52	1,359.12		
4 Post Relief Fund (Poppy Profits, Donations, etc.)		F. 20	04.63	3,733.22		0.00	10,537.85		
the state of the s	5 Fost Does Reserve Fund (See Sec. 218, Manual of Procedure) 6 Post Home or Building Fund (Indiuding Sayings but Not Rea: Estate)		66.00	0.00	1	0.00	266.00		
4 Post Home or Building Fund Including Savings			22.09	6,420.00	10,	693.30	1,548.79		
7. Post Casteen or Cree Fund			0.00	0.00		0.00	0.00		
8. Other Life Membership Fund		2	62.10	0.00		0.00	262 ¹ .10		
Honor Guard/Parade/Flag Pole		5	08.34	0.00	_	0.00	508 . 34		
Scholarship Fund (VOD & P/P)			0.00	0.00	ļ	0.00	0.00		
Museum Fund	45 - 19 - 20 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	2,0	00.00	0.00	1	,353.85	646.15		
9. Boods and Investments Not Credited to Funds		-	0.00	0.00		0.00	0.00		
	14. (OTALS:	\$ 20,5	17.80	\$ 10,953 22	s 16	,327 67	15. \$ 15,143.35		
~ P3 2" P4 ~ Y" F4 ~ X 10"			. PEC	CONCILIATIO	N OF	FUND	RALANCES		
OPERATIONS							177 127 1. (0.00		
Have required payroll deductions been made?	N/A			ng Account Balanze	5 15,				
. Howe payments been made to the cooper State	4-		tess Or	utstanding Checks		0.00			
, And federal agencies to be quarter?	N/A			Actual Balanco		15,143.35			
Phase sales issues been a sheared now palo?			\$6Virtes	Appoint Balance		0.00			
Are cosh emproyers handed?			Cash o	n Fland		0.00 § 15,143.35 0.00			
Armaint of outstanding billis	<u> </u>	0.00	-	Tota					
(Value of Real Estate		0.00	Bonds	and investments (cost)	value)				
Amount of habridy insurance	\$ 2,000,00	0.00		Texts		\$.	15,143.35		
Owed on Mortgages and Loans	<u> </u>	0.00	18.	DRAKA A MI	DEDIC				
Nature of Personal Property	\$ 2,00	TRUSTEES' AND COMMANDER'S CERTIFICATE OF AUDIT							
Amount of Property Inschance		0.00		CERTIFI	CATE	JE AUUS	å		
					, 1º 202 0				
				Date			, 19 <u>202</u> 0		
This is to certify that we (or qualified accountants) mave	audited the books ac	nd records of	the Adjulan	if and Ouarrermaster of _	Post	12161	District		
for the Fiscal Quarter ending Dec 31, 2019	, in advocated on of the	a National B	ydaws and	hat the Report is a row	and by 9:	ct statement th	ereof to the bast of or		
knowerage and helief. A Evoluthers and Checks have I	reen examined and	found to be :	arobert\ viri	provod and obsekt propi	alk poonte	កនាំពួយ១៨"	_		
Post Charlemaster Michael A. Dia	. z		Signed 5	ilbert Apis	MARGO	1.2	Sept Dusta		
!Name].			Sicnad.	nichal D.	fat-		Constant		
560 Somerset Rd, Buda, T	X 78610	* * *********	Signed:	Thomas	2,	Byd	Trasio		
(Add. ess) This is to certify that the Office of the Quartermaster is to	onced with		_		•	•	in te		
amount of \$50,000.00 on 31 Aug		,	ચ્⊎ 202ા	O, and that this Audit is	dorrectly (nade out to th			
and beref									
			Zionari ((). P Z .	Cn	المول	Commande		

HOTE: Forward Original (Blue) Copy to your Department Quarters agter - See Instructions on reverse side of both Yellow and Blue Copies.





The Books and Records of the Quartermaster and Adjuta	ant of	istr	ict 5, (Dist	Post	121 ty Cou	61 Incil/Post	No.)	
epartment of Texas	for t	ne Fisca	l Quarte	r ending	Ma	rch 31		, 2 <u>019</u>
FISCAL QUARTERS: jan 1 to March 31	April 1 to	June 30	Jul	y 1 to Sep	t. 30	00	t 1 to	Dec. 31
FUNDS:	Net Cash B at Beginn 10. Quar	ing of	Receipts During Quarter 11.		Expenditures During Quarter 12.			Net Cash Balances at End of Quarter 13.
National and Department Dues (Per Capita Tax)	ş	0.00	\$	60.00	5	60.	00	\$ 0.00
2. Admission or Application Fees (Department)				5.00				5.00
3. Post General Fund	5,33				4	880.		4,455.37
Post Relief Fund (Poppy Profits, Donations, etc.)	7,27				 	250.	DO	7,020.81
5. Post Dues Reserve Fund (See Sec. 218, Manual of Procedure)		6.00		20.00	-{			266.00
Post Home or Building Fund (Including Savings but Not Real Estate) Post Canteen or Club Fund		9.00	2,	159.50	╂	1,445.	00 88	1,152.61
8. Other Life Membership Fund		0.00	 	11.01	+-		10	262.01
Honor Guard/ Flag		8 43		+1-0+	1		Ť	8.43
Scholarship (VOD, P/P, Teacher)	7	0.00		0.00	1	100.	00	300.00
Denominant (105,171, 1000ma)	10	333						0.00
9. Bonds and Investments Not Credited to Funds								0.00
								15.
14. TOTALS:	\$ 13,65	3 40	s 2.	555 51	l s	2,736	68	\$ 13,470.23
	1 4 7	1-1			<u> </u>			
16. OPERATIONS		7. REC	ONCI	LIATIC)N (OF FU	ND	BALANCES
Have required payroli deductions been made?N/A		Checki	ng Account	Balance	5 1	3,470.2	23_	
Have payments been made to the proper State	71		utstanding (650.0		
and Federal agencies this quarter? N/A			Actual Bala				\$ _	12,820.23
Have sales taxes been collected and paid? N/A			Account E					0.00
Are club employees bonded? N/A		-	n Hand					0.00
rae clab employees comees:	0.00		Total				S	12,820.23
Value of Roal Estate 5	0.00		and investo	nents (cost	value)			
Amount of liability insurance \$ 2,000,00			Total				\$	12,820.23
Owed on Mongages and Loans \$	0 00 1			TEES! A	NID	COM	AANI	DEP/S
Onto On Manager and County	0.00	8.		TEES' A				
Value of Fersonial Froperty	0.00		C	ERTIFI	CATI	E OF A	UDI	1
Amount of Property Insurance			Date Ap	ril 2	4 .			, 19 201 9
								District i
This is to certify that we (or qualified accountants) have audited the books ar	id recolds of t	ne Aquitar	H and Cauami	Profession of	FUS	(District/C	ounty C	iouncil/Post No.)
for the Fiscal Quarter ending March 31 in accordance of the	e National By-	Laws and	that this Re	port is a tru	and co	orrect state	ment ti	nereof to the best of our
knowledge and belief. All Vouchers and Checks have been examined and	found to be p	operly ap	proved and	checks prop	erly cou	untersigned	l:	
Post Quertermaster <u>Michael J. Garceau</u>	s	igned 📜	Show	ras o	Z. <i>L</i>	Zys J		Trustée
(Name)	s	igned:	Nuch	<u>ul 10</u>	. K	tus		Trustee
603 Pine Siskin Dr., Buda, Tx 78610	s	igned:	PLS.	at				Trustee
(Address) This is to cartify that the Office of the Quartermaster is bonded with ${ extbf{Tex}}$			ent Si	retv	pro	vider		in the
amount of \$25,000.00 until August 31, 2019								e best of my knowledge
	۱*'		n.egr	- no - when H			_, 41	
and bellef.		(,)-0	71		Λ	b	
	i	Signed: 🐧	<u> </u>	مد ز	<u> </u>	de	_	Communder



The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161 (District/County Council/Post No.) Constraint of Texas for the Fiscal Quarter ending June 30 2019 FISCAL QUARTERS: Oct 1 to Dec. 31 fan I to March 31 April 1 to June 30 July 4 to Sept. 30 Net Cash Balances Receipts Expenditures Nei Cash Balances FHINDS at Beginning of During Quarter During Quarter at End of Quarter 10. Quarter 11. 12. 13. National and Department Dues (Per Capita Tax) 0.00 0.00 0.00 Admission or Application Fees (Department) 5.00 10.00 15,00 Post Coneral Fund 3,662.29 4,455.37 2,382.05 5,735,61 4. Post Relief Fund (Poppy Profits, Donations, etc.) 1,707.82 7,020.81 8,104,63 624.b0 Fork Dates Reserve Fund (See Sec. 218) Manual of Procedural 266,00 266,00 6. Post Home or Building Fund (Including Savings but Not Real Estate) 1,152.61 4,165.57 6,603.56 3,590 60 Post Canteen or Club Fund 0.00 0.00 Life Membership Fund 262.10 262 . 10 Honor Guard/ Flag 508.34 8 34 500.00 Scholarship (VOD, P/P, Teacher) 300.00 300,00 0.00 9. Bonds and investments Not Credited to Funds 0.00 6,596 65 \$ 13,470 23 12,483167 \$ 19,357.25 RECONCILIATION OF FUND BALANCES **OPERATIONS** N/A Have required payroll deductions here made? ____ Checking Account Balance \$ 19,357.25 litave payments been made to the proper State Less Outstanding Checks N/A 19,357.25 and Pederal agencies this quarter? Autual Balance N/A Have tales taxes been collected and paid?_ 0.00 Savings Account Balance N/A Are club employees bonded? 0.00 Cash on Hand 0.00 Amount of outcombing falls 19,357.25 Total 0.00 Value of Real Emple Bonds and investments (cost value) 2,000,000.00 \$ 19,357.25 Amount of habitity insurance Total 0.00 TRUSTEES' AND COMMANDER'S 2,000.00 Value of Personal Property CERTIFICATE OF AUDIT Amount of Property Insurance Date July 03 .19 2019 This is to certify that we (or qualified accountants) have audited the books and records of the Adjutant and Quartermester of Post 12161, District Education (Costrict County Countries No.) for the Fiscal Quarter ending. June 30 In accordance of the National By-Laws and that this Report is a true and correct statement thereof to the basil of our knowledgs and belief. All Wouchers and Checks have been examined and found to be properly approved and checks properly Post Ouarrenmastar Michael A. Diaz 560 Somerset Rd, Buda, TX, 78610 This is to certify that the Office of the Quartermaster is bonded with Texas Department Surety provider amount of \$25,000.00 until August 31, 2019 and that this Audit is correctly made out to the best of my knowledge and patiet.

NOTE: Forward Original (Blue) Copy to your Department Quartermaster - See instructions on reverse side of both Yellow and Blue Copies.





The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161 (District/County Council/Post No.) 2019 Department of Texas for the Fiscal Quarter ending 30 Sept Oct 1 to Dec. 31 FISCAL QUARTERS: lan 1 to March 31 April 1 to June 30 July 1 to Sept. 30 Net Cash Balances Expenditures Net Cash Balances Receipts FUNDS: at Beginning of **During Quarter** at End of Quarter **During Quarter** 13. 10. Quarter 12. o bo 0.00 1. National and Department Dues (Per Capita Tax) 0.00 0.00 15.00 0.00 0.00 Admission or Application Fees (Department) 15.00 Post General Fund 375.25 1,271.22 64 5,735.61 4,839 6,804.63 4. Rost Relief Fund (Poppy Profits, Donations, etc.) 8.104.63 0.00 1,300.bo 266.00 5. Post Dues Reserve Fund (See Sec. 218, Manual of Procedure) 266.00 0.00 o bo 5,822.09 6. Post Home or Building Fund (Including Savings but Not Real Estate) 11,830.00 4.165.57 10,173.**4**8 Ò .00 7. Post Canteen or Club Fund ٥. bo 0.00 0.00 8. Other Life Membership Fund 0.00 3.0 262 262.10 0.00 Honor Guard/Parade/Flag Pole 0.00 0.00 508.34 508.34 0.00 Scholarship Fund (VOD & P/P) 300.00 0.00 300.00 2.000 2,000.00 .00 Museum Fund 0.00 9. Bonds and Investments Not Credited to Funds .00 15. 14. TOTALS: 13,044170 \$ 20,517,80 **\$** 19,357.25 14,205 RECONCILIATION OF FUND BALANCES **OPERATIONS** 16. N/A 20,517.80 Have required payroll deductions been made? Checking Account Balance 0.00 Have payments been made to the proper State Less Outstanding Checks N/A 20,517.80 and Federal agencies this quarter? _ Actual Balance N/A 0.00 i lave sales taxes been collected and paid? Savings Account Balance N/A 0.00 Are club employees bonded? Cash on Hand 20.517.80 0.00 Amount of outstanding bills _ Total 0.00 0.00 Bonds and investments (cost value) Value of Real Estate 20,517.80 \$ 2,000,000.00 Total Amount of liability insurance -0.00 Gwed on Montgages and Loans. TRUSTEES' AND COMMANDER'S 5 2,000.00 Value of Personal Property_ CERTIFICATE OF AUDIT 0.09 5 Amount of Property Insurance 19 2019 Date This is to certify this we (or qualified accountants) have sudited the books and records of the Adjutant and Quarterniaster of Post 12161, District 5 for the Fiscal Quarter ending 30 Sept 2019 in accordance of the National By-Laws and that this Report is a mue and correct statement thereof to the best of our knowledge and belief. All Vouchers and Checke have been examined and found to be properly approved and checke properly countersigned. Michael A. Diaz Trustee 560 Somerset Rd, Buda, TX 78610 Texas Dept Surety Provider This is to certify that the Office of the Quartermester is bonded with amount of \$50,000.00 [min 31 August 2020 and that this Audit is correctly made out to the bast of my knowledge and belief. Commander

ta de la compa



The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161

(District/County Council/Post No.)

for the Fiscal Quarter ending <u>September 30</u>, 2<u>020</u> Pepartment of TEXAS

FISCAL	QUARTERS:	Jan 1 to March 31	April 1 to	June 30	July 1	to Sep	t. 30 O	ct 1 to	Dec. 31	
FUNDS:		Net Cash B at Beginn 10. Quart	ning of	Receipts During Qua		Expenditur During Qua 12.		Net Cash Balance at End of Quarter 13.		
1. National and D	epartment Dues (Pe	r Capita Tax)	s		5		\$		\$	0.00
2. Admission or A	pplication Fees (De	partment)	1	5.00			15.	00		0.00
 Post General Fe 	und		1,85	4.99	15	.00	175.	16		94.83
4. Post Relief Fun	d (Poppy Profits, Do	nations, etc.)	8,36	9.85			2,592.	9	5,7	70.006
5. Post Dues Reso	rve Fund (See Sec. 2	18, Manual of Procedure)	21	4.08]	T	53.	40	16	50.68
6. Post Home or B	uilding Fund (Includi	ng Savings but Not Real Estate)	4,64	0.94	1,593	.58	6,100.	49	1:	34.03
7. Post Canteen o	r Club Fund									0.00
8. Other Muse	eum Fund		64	6.15	1,853	. 85	2,500.	.00		0.00
Hono	or Guard/ Flag		50	8 29				<u> </u>	5(08.29
Life	Membership		26	2.10	242	. 90	505	.00		0.00
O Rande and Inc.	estments Not Credite	of the Council			 	+		-		0.00
3. Bonds and the	samens Not Create	14. TOTALS:	\$ 16,51	11 40	\$ 3,70	5,33	s 11,941	14	15. \$ 8,27	75.59
16.	OPERA	TIONS	1	_{7.} REC	ONCILIA	ATIO	N OF FU	ND	BALAN	CES
Have payments be	roll deductions been en made to the prop ncies this quarter?	er State N/A		Less O	ng Account Bal utstanding Chec Actual Balance	cks	S 8,275.	<u>59</u> — \$	8,275	.59
lave sales tayes hi	een collected and no	uid? N/A		Savines	Account Balar	ice				

16.	OPERATIONS	
Have required	payroll deductions been made?	 N/A
Have payment	s been made to the proper State	
and Federal	agencies this quarter?	 N/A
	es been collected and paid?	 N/A
/	ovees bonded?	 N/A
Amount of ou	tstanding bills	\$ 0.00
i .	Estate	\$
Amount of lia	bility insurance	\$ 2,000,000.00
i	tgages and Loans	\$
1	nal Property	\$
1	pperty Insurance	\$
<u> </u>		

17. RECONCILIATION OF FU	7. RECONCILIATION OF FUND BALANCES								
Checking Account Balance S 8,275. Less Outstanding Checks	59								
Actual Balance	\$ <u>8,275.59</u>								
Savings Account Balance									
Cash on Hand									
Total	\$ 8,275.59								
Bonds and Investments (cost value)									
Total	\$ 8,275.59								

TRUSTEES' AND COMMANDER'S 18. **CERTIFICATE OF AUDIT**

Date OCTOBER	21	, 19 202 0
Date OCTOBER	~ _	, 19 4041

	Date OCTOBER 21 , 19 2020
This is to certify that we (or qualified accountants) have audited the books and records	of the Adjutant and Quartermaster of <u>District 5 Post 12161</u> (District/County Council/Post No.)
for the Fiscal Quarter ending 30 September in accordance of the National	By Laws and that this Report is a true and correct statement thereof to the best of our
knowledge and belief. All Vouchers and Checks have been examined and found to be	properly approved and of a properly counteragned
Post Quartermaster Michael J Garceau (Name)	Signed:Trustee
indite/	Signed:Trustee
100 HOUSTON St BUDA, TX 78610	Signed:Trustee
This is to certify that the Office of the Quartermaster is bonded withDepartme	ent of Texas- Blanket Bondin the
amount of \$25,000.00 until August 31, 2021	,19, and that this Audit is correctly made out to the best of my knowledge
and belief.	
	Signed: Commander

NOTE: Forward Original (Blue) Copy to your Department Quartermaster - See instructions on reverse side of both Yellow and Blue Copies.





The Books and Records of the Quartermaster and Adjutant of District 5 Post 12161

(District/County Council/Post No.)

for the Fiscal Quarter ending March 31st 2020 partment of Texas July 1 to Sept. 30 Oct 1 to Dec. 31 April 1 to June 30 FISCAL OUARTERS: Ian 1 to March 31 Net Cash Balances Net Cash Balances Receipts Expenditures at End of Quarter at Beginning of **During Quarter During Quarter FUNDS:** 10. Quarter 11. 12. 13. 01.00 \$ 1. National and Department Dues (Per Capita Tax) 0.00 5 15.00 15.00 2. Admission or Application Fees (Department) 690.00 194.13 1,854.99 3. Post General Fund 1,359.12 10,287.85 4. Post Relief Fund (Poppy Profits, Donations, etc.) 10,537.85 250.b0 319,08 266.00 53.08 5. Post Dues Reserve Fund (See Sec. 218. Manual of Procedure) 2,998.04 1,548.79 7,645.00 6,195.75 6. Post Home or Building Fund (Including Savings but Not Real Estate) .00 ol 7. Post Canteen or Club Fund 262.10 Life Membership Fund 262.10 8. Other 0.00 0 00 Scholarship Fund (VOD & P/P) 508 .34 508.34 Honor Guard/Flag 646.15 646.15 Museum 01.00 0.00 9. Bonds and Investments Not Credited to Funds 15. 14. TOTALS: 6,639 88 \$ 16,891,55 8.388 08 s 15,143 35 RECONCILIATION OF FUND BALANCES **OPERATIONS** 16. Checking Account Balance \$ 16,891.55 N/A Have required payroll deductions been made? . Have payments been made to the proper State Less Outstanding Checks \$ 16,891.55 N/A and Federal agencies this quarter? Actual Balance N/A 0.00 Savings Account Balance ave sales taxes been collected and paid? ____ 0.00 N/A Cash on Hand Are club employees bonded? ____ 16,891.55 0.00 S Total Amount of outstanding bills 0.00 0.00 \$ Bonds and Investments (cost value) Value of Real Estate 16,891.55 \$ 2,000,000.00 Total Amount of liability insurance _____ 0.00 Owed on Mortgages and Loans TRUSTEES' AND COMMANDER'S 18. \$ 2,000.00 Value of Personal Property.... CERTIFICATE OF AUDIT 0.00 S Amount of Property Insurance ___ ______{.19} 2020 Date ___ This is to certify that we (or qualified accountants) have audited the books and records of the Adjutant and Quartermaster of Post 12161, District 5 (District/County Council/Post No.) for the Fiscal Quarter ending Max 31, 2020 in accordance of the National By-Laws and that this Report is a true and correct statement thereof to the best of our knowledge and belief. All Vouchers and Checks have been examined and found to be properly approved and checks properly countersigned: Post Quartermaster Michael A. Diaz Trustee Trustee 100 Houston St, Buda TX, 78610 Trustee This is to certify that the Office of the Quartermaster is bonded with _____ and belief. Signed:

TRUSTEE'SREPORTOFAUDIT

of the Books and Records of the Quartermaster and Adjutant of_

Post 12161

(District/Post No.)

Department of Texas for the Fiscal Quart	Qtr (Oct. 1 to De	c. 31)	2020					
Fiscal Quarters Jan1 to March 31 April 1 to Jun			July 1 to	Sept. 30	Oct 1 to Dec. 3:				
FUNDS as recorded in ledger		1	let Cash Balances at Inning of Quarter	11. Receipts Dur- ing Quarter	12. Expenditures During Quarter (-)	13. Net Cash Balan at End of Quarter			
1. National and Department Dues (Per Capita Tax)							0.00		
2. Admission or Application Fees (Department)							0.00		
3. Post General Fund			1,694.83	1,153.00	656.00		2,191.83		
4. Post Relief Fund (Poppy Profits, Donations, etc.)			5,777.76	3,064.99	600.00		8,242.7		
5. Post Dues Reserve Fund (See Sec. 218 Manual of Procedure)			160.68		160.68		0.00		
6. Post Home or Building Fund (Including Savings but not Real Estate)			134.03		134.03		0.00		
7. Post Canteen or Club Fund							0.00		
8. Other Honor Guard Fund			508.29		508.29		- 0.00		
							0.00		
Savings							0.00		
Cash on Hand							0.00		
9. Bonds and Investments Not Credited to Funds							0.00		
14. Totals			8,275.59	4,217.99	2,059.00	15.	10,434.58		
16. OPERATIONS			17	. RECONCILATIO	ON OF BANK BALANCES				
Have required payroll deductions been made?	n/a		Checking Account						
Have payments been made to the proper State & Federal agencies this quarter?	n/a		Ending Balance Pel Less: Outstanding	-	\$ 10,434.58	•			
Have Sales Taxes been collected and paid?	n/a		Plus: Deposits in Ti	` ′ -		•			
Are Club employees bonded?	n/a			_	Actual Balance	\$	10,434.58		
Amount of outstanding bills	\$ 1,750.	.00	Savings Account				,		
Value of Real Estate?		\$ 0	Ending Balance Per	r Bank Statement		-			
Amount of Liability Insurance?	\$ 2,000,0	000	Less: Outstanding	() -					
Owed on Mortgages and Loans?		\$ 0	Plus: Deposits in T	ransit -		-			
Value of Personal Property?		\$ 0			Actual Balance		\$ 0.00		
Amount of Property Insurance?		\$ 0	Cash on Hand						
			Bonds & Investme	ents (Cost Value)					
18. TRUSTEE'S & COMMANDERS CERTIFICATE OF AUDIT					Total of All	<u>\$</u>	10,434.58		
	20_21	_1	ld gab A -dt- N		Pos	st 12	161		
This is to certify that we (or qualified accountants) Eartha Fiscal Quarter anding 2nd Qtr (Oct. 1 to			•		(filetier/Box	t No. 3			
For the Fiscal Quarter ending 2nd Qtr (Oct. 1 to best of our knowledge and belief. All Vouchers and	checks have been e	xamine	d and found to be pro	pperly approved and	checks properly cour	ntersig	ned:		
Post Quartermaster Michael J Garceau			,	1/ '/	01				
(Name)	n		Signed:	mavaila	gh		Trustee		
100 Houston St. Buda, 7	×/78610		Signed:	Vo to C	wid-19		Truste		
Marile 14	Turan	,	Signed:	Maraila	ble	·	Truste		
This is to certify that the Office of the Quartermas	ter is Bonded with:	exas	Department Sur	rety Bond	in the a	mount	of		
S 25,000 until declober 31	,20 ^{2†}	and the	at this Audit is orrect	ly made out to the b	est of my knowledge	and bei	licf.		
			. Breno	////			_		

Signod: J J J J J Constitution of the NOTE: Forward Original Copycto your Department Quartermaster.



FISCAL QUARTERS:	Jan 1 to March 31	April 1 to Ju	ne 30		July 1 t	o Sep	t. 30	Oc	t 1 to	Dec. 31	
FUNDS:			Net Cash Balances at Beginning of 10. Ouarter		Receipts During Quarter 11.		Expenditures During Quarter 12.			Net Cash Bala at End of Qua 13.	
National and Department Dues ((Per Capita Tax)	5		5	60.	no	5	60.	ho.	5	0.0
Admission or Application Fees (I				-	00.	-	1	901	-	1	0.0
Post General Fund		2,423	40		526.	50		222.	96	2.	26.5
Post Relief Fund (Poppy Profits, I	Donations, etc.)	4,141	Name and Address of the Owner, where		2,546.	47		42.	95		509.0
Past Dues Reserve Fund (See Se	c. 218, Manual of Procedure)	176	00	4	120.	00		105.	00		91.0
Post Home or Building Fund (Incl.)	uding Savings but Not Real Estate)			ii.					-		0.0
Post Canteen or Club Fund									-		0.0
Other District 5 raffle ticket	to .	110	TACKSON		10,			120.	00	-	0.0
Life Member Fund		27	16		51,	00	-			-	78.3
				-		-	-			1	d.
	1600 A 1600 A	-	-	-							a.
, Bonds and Investments Not Cre	edited to Funds			-						15.	
	14. TOTALS	5 6,878	100	10	3,313	97	1	550	91	\$ 9,0	41.4
						-				BALAN	
amount of outstanding bills		COLUMN TO SERVICE STATE OF THE PERSON SERVICE STATE OF THE	-	-		Longer 1	fairley				
Amount of outstanding bills Value of Real Estate Amount of liability insurance Owed on Mortgages and Loans	\$ \$ 2,000,0	0.00 00.00 0.00		Total	USTEE	S' A	ND C	OMA OF A	MAN	8,99	7.47
Value of Real Estate Amount of liability insurance	\$ 2,000,0	0.00		Total	USTEE	S' A		OMA OF A	MAN	DER'S	
and Federal agencies this quarter have sales taxes been collected ar Are club employees bonded?			Cash o		unt Baland				5	8,99	7.4

The Books and Records of the Quartermaster and Adjutant of District 5, Post 12161

				(District/	County	Council/Post	(No.)			
Department of TEXAS		for th	e Fisca	al Quarter end	ding J	une 30			20	
FISCAL QUARTERS:	Jan 1 to March 31	April 1 to	June 30	July 1 t	o Sept.	30 00	ct 1 to	Dec. 31		
FUND	OS:	Net Cash Balances at Beginning of 10. Quarter		Receipts During Quar		Expenditures During Quarter 12.		Net Cash Balar at End of Quar 13.		
1. National and Department Dues (Per Capita Tax)	S		5		5		\$ 0	.00	
2. Admission or Application Fees (D		-	5.00			*			.00	
3. Post General Fund		1,854	1.99					1,854	.99	
Post Relief Fund (Poppy Profits, Donations, etc.)		10,287	7.85			1,918.	00	8,369	. 85	
5. Post Dues Reserve Fund (See Sec			9.08			105.	1	214		
6. Post Home or Building Fund (Inclu	ding Savings but Not Real Estate)	2,998	3.04	4,773.	21	3,130.	31	4,640		
7. Post Canteen or Club Fund			-	-					.00	
8. Other Life Membership			2.10	-	-			262		
Honor Guard/ Flag			8.29		-			508 646		
Museum		646	5.15						.00	
9. Bonds and Investments Not Cred	ited to Funds								.00	
3. Bollas and investments Not cred								15.		
	14. TOTALS:	5 16,89	1.50	\$ 4,773	21	\$ 5,153	31	\$ 16,511	.40	
16. OPERA	TIONS	17	REC	CONCILIA	TION	OF FUI	ND B	BALANC	ES	
Have required payroll deductions be			Charle	and Annual Dala	5	16,511.4	10			
Have payments been made to the pro-	en made:			ing Account Balar utstanding Check		2,196.6				
and Federal agencies this quarter?				Actual Balance	.5	2,150.0	\$	14,314.7	2	
Have sales taxes been collected and	- 1			Account Balance			-			
Are club employees bonded?	paid:			n Hand	e		-		_	
Amount of outstanding bills		0.00		Total			5	14,314.7	2	
Value of Real Estate		0.00		and Investments	(cost valu	ual .	4_	4		
	5 0 000 000			Total	(COSt Vall	ue)	5	14,314.7	2	
Amount of liability insurance		0.00					· ·	_		
Owed on Mortgages and Loans		18	3.	TRUSTEES	S'ANI	D COMN	IANE	DER'S		
Value of Personal Property		0.00		CERT	TIFICA	TE OF A	UDIT			
Amount of Property Insurance	>			T 7	1.5					
				Date July	15			19 2020		
			110			101	c 1			
This is to certify that we (or qualified according	untants) have audited the books an	d records of the	e Adjutan	nt and Quartermast	er of PC	(District/Co	ounty Cor	uncil/Post No.)	_	
for the Fiscal Quarter ending June	30 2020 in accordance of the	National By-L	aws and	that this Report is	a true an				of o	
knowledge and belief All Vouchers and (Checks have been examined and f	ound to be pro	perly app	proved and checks	properly	pountersigned:				
Post Quartermaster Michael	J Garceau	Sig	ned: Z	burked t	this	nll.	1	7	ruste	
	(Name)		/_	561		5 8.	. /			
		Sig	ned:	norma	2 =	2 My	g		ruste	
603 Pine Siskin	Dr. Buda, Tx 78610	Sig	ned:	Sill	0	R	/	-	ruste	
	(Address)									
This is to certify that the Office of the Qua	rtermaster is bonded with								in th	
						de anno anno anno anno anno anno anno ann			ude d	
amount of \$50,000.00 until	or Hugust	20	20	_ , and that this A	udit is cor	rectly made ou	t to the	best of my kno	27	

NOTE: Forward Original (Blue) Copy to your Department Quartermaster - See instructions on reverse side of both Yellow and Blue Copies.

and belief

Commander

TRUSTEE'SREPORTOFAUDIT

of the Books and Records of the Quartermaster and Adjutant of

Dist 5. Post 1216

Department of Texas for the Fiscal Quarter ending 1St C Fiscal Quarters Jan1 to March 31 April 1 to Jun						Oct 1 to Dec. 3	1	
FUNDS as record	ed in ledger		2200AA	nt Cash Balances at	1000	ripts four	12. Expenditures	13. Net Cash Balans
L. National and Denne	Tovent Dues (Per Capita Tax)		Begin	ning of Quarter	PR Qui	rtier	During Quarter (-)	at End of Quarter
	cation Fees (Department)		-					0,0
3. Post General Fund	racou Leaz (Debourusus)							0.0
	oppy Profits, Donations, etc.)			1,841.83				1,841.8
				7,587.09		0.00	392,50	7,194.5
	Fund (See Sec. 218 Manual o		/					0.0
	ling Fund (Including Savings b	ut not Real Estate)						0.0
7. Post Cantago or Cla	ip Fund							0.0
8. Other								0.0
								0.00
Savings								0.0
Cash on Hand		_						0,0
9. Bonds and Investm	ents Not Credited to Funds							0.00
14. Totals				9,428.92		0.00	392.50	15. 9,036.43
	16. OPERATIONS			17.	RECON	CILATION	OF BANK BALA	NCES
Have required payroll	deductions been made?	N/A		Checking Account				
Have payments been	Have payments been made to the proper N/A state & Federal agencies this quarter?			Ending Balance Per Bank Statement Less: Outstanding Checks (-)			\$ 9,036.42	
Have Sales Taxes bee		N/A		Ples: Deposits in Transit		() _	\$ 0.00	
Are Club employees t		N/A					toal Balance	\$ 9.036.42
Amount of outstandir		\$ 0.0	0	Savings Account				\$ 5,030.42
Value of Real Estate?				Ending Balance Per I	Blink Stat	ement	\$ 0.00	
Amount of Liability In	curance?	\$ 2,000,00	0	Loss: Outstanding ()		(-)	\$ 0.00	
Owed on Mortgages				Plus: Deposits in Tra	iniit	-	\$ 0.00	
		\$	0	Actual Balance			tual Balance	\$ 0.00
Value of Personal Pro		\$	S 0 Cash on Hand				\$ 0.00	
Amount of Property I	Ubministra		-	Bonds & Investment	es (Cost 4		2000	\$ 0.00
CERTIFICATE		₀ 21					rai at Ali	\$ 9,036.42
Date October 20,	2021 ,2 we for qualified accountants)	here audited the book	and n	receds of the Adjunan	t & Cluant	rematter of	DISI 5. Po	ost 12161
For the Fiscal Quarter best of our knowledg	we for qualified accountants) sur On Liby + to Sep. 3d ending eller. All Vouchers and Michael J. Garceau	in II to arrangle	mones of	the Nacional By Laws and Resent to be people	and this i	Report is a to send and chi	rue and correct state echs property country	nest thereof in the regree!
Post Quartermaster				Sunea .	155	RES	- P	Trustee
	(Name) 100 Houston St., Buda, Te	was 78610		Supell	X	MA	XX	Trustee
	(Address) the Office of the Quartermast until		kas D	epartment Suret	AN I	HIM	m the moon	Truetor
- Colone	the Office of the Quartermant	er is Bonded with	od that i	no Auda is correctly	rought visit	in the begin	funy knowledge and	
THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	or Exclinition 27			/ /	- 4	14		Communica

TRUSTEE'SREPORTOFAUDIT

of the Books and Records of the Quartermaster and Adjutant of District 5, Post12161 Department of Texas for the Fiscal Quarter ending 2nd Qtr (Oct. 1 to Dec. 31) Fiscal Quarters Jan1 to March 31 7 2024 April 1 to June 30 July 1 to Sept. 30 FUNDS as recorded in ledger Oct 1 to Dec. 31 10. fest Each Balances at 21. Receipts Dur. 12. Expenditures 15, Net Cash Balance Beginning of Charter 1. National and Deportment Ques (Per Capita Tax) He Quarter During Director (-) at End of Quarter 2. Admission or Application Fees (Department) 0.00 3. Post General Fond 0.00 4. Port Revel Fixed (Poopy Profits, Donations, etc.) 1,841.83 1,581.04 1,075.00 2,346.87 5. Post Dues Reserve Fund (See Sec. 718 Manual of Procedure) 6,544.59 849.21 135.00 7,258.80 6. Post Home or Building Fund (Including Savings but not Real Estate) 0.00 7. Post Centren or Club Fund 0.00 6 Other 0.00 0.00 Savings 0.00 Cash on Hand 0.00 9, Bonds and Investments Not Credited to Funds 0.00 14. Totals. 0.00 8,386,42 2,430,25 1,211,00 15 9,605,67 16. OPERATIONS 17. RECONCILATION OF BANK BALANCES Have required payroll deductions been made? N/A Checking Account Have payments been made to the proper State & Federal agencies this quarter? Ending Balance Per Bank Statement. \$ 9,605,07 N/A Less: Outstanding Checks (-) Have Sales Taxes been collected and paid? \$ 0.00 N/A Plus: Deposits in Transit \$ 0.00 Are Club employees bonded? N/A Actual Balance Amount of outstanding bills \$ 9,605.07 \$ 0.00 Savines Account Value of Real Estate 7 \$0 Ending Balance Per Bank Statement \$ 0.00 Less Outstanding Checks (-) Amount of Liability Insurance? \$ 2,000,000 \$ 0.00 Plus: Deposits in Transit Owed on Mortgages and Loans? \$0 \$ 0.00 Value of Personal Property? Actual Balance \$ 0 \$ 0.00 Cath on Hand Amount of Property Insurance? \$0 Bonds & Investments (Cost Value) 18. TRUSTEE'S & COMMANDERS Total of All \$ 9,605.07 CERTIFICATE OF AUDIT 2022 Date January 19, 2022 This is to certify that we (or qualified accomilants) have audited the books and records of the Adjutant & Quartermaster of District 5. Post12161 For the Fiscal Quarter ending and Quickers and checks have been examined and found to be properly approved and checks properly counterstance. Michael J. Garcossu Post Quartermaster (Name) 603 Pinn Siskin Dr. Buda, Tx 78610 Trustee Trusten (Address) This is to certify that the Office of the Quartermaster is Bonded with Department of Texas Surely Boo Trustee until September 30 in the attenuet of gyfny knowledge and belief \$ 25.000 Commander NOTE: Forward Original Copy to your Department Quartermaster

TRUSTEE'SREPORTOFAUDIT
of the Blooks and Records of the Quartermaster and Adjutant of District 5, Post 12161

Per Capito Taril Constituent) Constituent () Constituent () E. 218 Manual of Front cluding Savings but no cludi			2.191.83 9.242.75	eq Sa	100.00	0.00000	0.00 1,941.8 6,142.7 0.00 0.00 0.00 0.00 0.00
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Donations, etc.) ec. 218 Manual of Proc cluding Sevings but no cluding Sevings but no			9,242.75		0.00	2,100.00	1,841.8 6.142.7 0.00 0.00 0.00 0.00 0.00 0.00
ed. 216 Manual of Proceeding Sevengs but no redicted to Funds			9,242.75		0.00	2,100.00	6.142.7 0.00 0.00 0.00 0.00 0.00 0.00
ed. 216 Manual of Proceeding Sevengs but no redicted to Funds			10,434.58				0.00 0.00 0.00 0.00 0.00 0.00
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eloding Sevengs but no			-		100.00	2.550.00	0.00 0.00 0.00 0.00
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PERATIONS		-	-		100.00	2 550 00	15. 7.984 5
		7			1	2,000,00	The second secon
			17.	RECON	NCILATIO	N OF BANK BALA	INCES
	n/a		Checking Account		9-2	2000	
na mehmer	n/a				(+)	\$ 7,984.58	
	n/a		Plus Deposits in Ti	white			
	n/a				-	Actual Balance	\$ 6,484.58
	\$ 0.0	00	Savings Account			\$0.00	
			1		4100		
	\$ 2,000,0	00			(-) -		
			MOS. Deputids in 1	anse.	5		\$ 0.00
			Cash on Hand				
		0 8		ints (Cost	Manuel		
			Suran & Hittanin	11/11/11/11		resur of All	\$ 6,484.58
	1	obs. des	a security of the Balan	ini B. Okla			
principal accommendation for	7 2 20	dence	of the Sellenat By Lee	es amé lév	Sepreta A	true and correct ster	demonst Efrancial to the
er all Veochers end ch	mas bave benn er	earmine	ed and found to be on	E CONT	E A	CHACKA PRODUCTIVE COURT	
			31411411			-	Tourse
Latin Buda, Texas			Signed:	01	124	-0	Trustee
			Suprest 25	my	9.1018	W. 4.	Trustile
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THE PERSON NAMED IN COLUMN 1	MMANDERS MMANDERS DIT Servered by Servered by Cor Live 1 to Servered by Land Burden 1 to Servered 1 to Servered by Land Burden 1 to Servered 1 to	and baid? and baid? n/a n/a n/a n/a s o. \$ 2,000,0 MMANDERS DIT 1021 phase accomments have accomed the least of the base of the comment of the base of the comment of the base of the Charter	and baid? and baid? n/s n/s s 0.00 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 S 0 MMANDERS DIT ac21 phase accomments have marginal the backs are accommentated to the control of t	and baid? In/a In/a In/a S 0.00 Savings Account Ending Salance Per Less Quistanding Information in Toward Salance Per Less Quistanding Information in Toward Salance Per Less Quistanding Salance Per Less Quis	and baid? In/8 In/8 In/8 S 0.00 Savines Account Ending Balance Per Bank St. S 2,000,000 S 2,000,000 S 2,000,000 S 2,000 Savines Account Ending Balance Per Bank St. Less: Quistanding Checks Plus: Deposits in Transit Cash on Hand Bonds & Investments (Cost MMANDERS DIT S 21 ghinds accountered their makes and returne of the National Ry Lance and the Cast AND Viscoliers and creates before the National Ry Lance and the Cast Cast Cast Contract Contra	and baid? In/a In/a In/a In/a S 0.00 Sevent Account Ending Balance Per Bank Statement Less Outstanding Checks (-) S 2,000,000 S 2,000,000 South Bank Statement Less Outstanding Checks (-) Plus Deposits in Transit Cash on Hand Bonds & investments (Cost Value) In a content of the National Person Approved and and Paul Research of the National Person Approved and and Paul Research of the Person Person Approved and a content of the National Person Approved and a conte	In proper arter? In a lass; Outstanding Checks (*) \$1,500.00 Plus: Deposits in Transit Actual Balance Source Account Ending Balance Per Bank Statement \$0.00 Source Account Ending Balance Per Bank Statement \$0.00 Plus: Deposits in Transit Source Balance Cash on Hand Bonds & Investments (Cost Value) Total of All Indiana accommisms from a contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the National By Lass and the Report of All Upon and Contemps of the Report of the Rep

TRUSTEE'SREPORTOFAUDIT

of the Books and Records of the Quartermaster and Adjutant of

Dist 5, Post 12161

uscal Quarters Jan1 to Murch 31 UNDS as recorded in ledger	April 1 to June	10. Not	Cash Balances at	£1, Receipts Dun- ing Charter	17. Espenditures During Quarter (-)		Cash Salares of Quarter
CHED'S AS TECOTORES IN ICABAT			nic of Charter	ing catation			0.00
: National and Department Dues (Fer Capita Tax)							0:00
. Admission or Application Fees (Department)							1,841,83
. Post General Fund		-	1,841.83	2.673.30	1,228.96		7,587.09
L Rost Based Fund (Poppy Profits, Donations, etc.)			6,142.75	2,613,50	· ·		0.00
5. Post Dues Reserve Fund (See Sec. 218 Manual of	Procedure)						0.0
6. Post Home or Building Fund (including Savings to	ir not Real Estate)						0.0
7. Post Canteen or Cub Fund							0.0
8. Other						-	0.0
0.000							0.0
Savings						1	0.0
Cash on Hand						-	0.0
9. Bonds and Investments Not Credited to Funds					1.228.96	115	9,428.9
24. Totals			7,984.5		- District		
16. OPERATIONS			1	7. RECONCILATIO	ON OF BANK BAI	ANCE	
Have inquired payroli deductions been made?	N/A		Checking Account Ending Balance Per Bank Statement \$ 5			2	
- sie te the proper	N/A		Less: Dutstanding Checks (+) Plus: Deposits in Transit Savines Account		\$ 0.0	200	
IL STATE OF PROPOSED AN IMPROVEMENT OF THE PROPOSED AND INCIDENT OF THE PR	N/A				\$0.0	3	
Have Sales Taxes been collected and paid?	N/A				Actual Balance	9	9,428.9
Are Club employees bonded?		0.00			\$ 0.0	0	
Amount of outstanding bills			PACHA SHALL	Per Bank Statement	\$ 0.0		
Value of Real Estate?	\$ 2,000	0.000	Less: Outstandi		\$ 0.0		
Amount of Lieblity Insurance?	9.61		Musi Deposits 9	Transit	Actual Balance	-	\$0.
Owed on Mortgages and Lisens?			Sec. 10		ACTUAL GASANCE	-	\$ 0.
Value of Personal Property?		50	Cash on Hand	- Company of the Company		-	\$0.
Amount of Property Insurance?		-	Bonds & Invest	Total of All		\$ 9,428.	
18. TRUSTEE'S & COMMANDER CERTIFICATE OF AUDIT Date July 21, 2021 This is to certify that we for quanties accounts for the Fiscal charter ending an or (April 9 to A for the Piscal Charter ending) For the Fiscal Charter ending and belief. All Vouchers best at our browledge and belief. All Vouchers best at our browledge and belief. All Vouchers post Quartermaster Post Quartermaster [Plantel] 100 Hokutton St., Bud	ats) have audited the or 30. In a and churks have be	u luroka a u swedani ren danivi		Johns & Constitution Jaws and this woper mopely purroyed o	Dist 5	Pos victema cultiera	Tr
(Address) This is to certify that the Office of the Caustan	rmuster is Bonded W	Tex	Signul as Department tuar his Audit is co	Surely meetly made our to the			



${\tt AGENDA\,ITEM\,REQUEST\,FORM:}\,F.\,\,7.$

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Commissioner Smith Sponsor:

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the American Legion Post 290 Dripping Springs. **SMITH**

Summary

Attached: Draft ARPA Agreement Draft PW

Attachments

Draft ARPA Agreement - ALP 290 Draft PW - ALP 290

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 Harold Leung, Financial Officer, of American Legion Post 290 Dripping Springs ("Beneficiary"), located at PO Box 1413, Dripping Springs, TX 78620 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$5,605.00 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 July 11, 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:
 - o A special-purpose unit of local government
 - \circ A 501(c)(3); or
 - \circ A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of July 11, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university

- Library
- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - o Beneficiary certifies that 0 employees were employed by the business/special-purpose unit of local government/non-profit as of July 11, 2023.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

- A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.
- B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.
- D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.
- E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.
- F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

- G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.
- H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.
- I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.
- J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.
- K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.
- L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created July 11, 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: American Legion Post 290 Dripping Springs
Owner Name: Harold Leung
Owner Title: Financial Officer
SIGNATURE:
DATE:
Hays County
Ruben Becerra
Hays County Judge
SIGNATURE:
DATE:



HCTX111_American Legion Post 290 Dripping Springs

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_American Legion Post 290 Dripping Springs

1	Ame	erican Legion Post 290 Dripping Springs	2
	1.1	Designating a Public Health Impact	
	1.2	Designing a response to a pandemic harm	
	1.3	Program Summary	3
2	Com	nparative Analysis	3
	2.1	Reasonableness & Proportionality	3
3	Eligi	bility	. 4
	3.1	Final Rule	4

1 AMERICAN LEGION POST 290 DRIPPING SPRINGS

1.1 Designating a Public Health Impact

The American Legion Post 290 Dripping Springs is a 501(C)(19) nonprofit organization comprised of veterans and active-duty military service members committed to mentoring and sponsorship of youth programs in local communities, advocating patriotism and honor, promoting a strong national security, and continued devotion to our fellow service members and veterans.

American Legion Post 290 Dripping Springs meets the 1st Thursday of every month at Patriots' Hall at 231 Patriots Hall Blvd, off Hwy 290, in Dripping Springs TX 78620.¹

American Legion Post 290 Dripping Springs funds support programs such as Youth Leadership Program for Boys, Youth Leadership Program for Girls, and Wreaths Across America.

American Legion Post 290 Dripping Springs income sources are member dues, donations, and fundraising events. They also work with Dripping Springs VFW to do the parking concession for the Dripping Springs Founders Day event, with the monies raised being equally shared between the two groups.

Figure 1: AL Post 290 DS — Meeting Location

In 2019 they were able to raise \$9,153. But in 2020 COVID-

19 group and crowd restrictions prohibited in-person fund raising events and the Dripping Springs Founders Day Festival from being held, reducing their funding by \$5,129.

1.2 Designing a response to a pandemic Harm

American Legion Post 290 Dripping Springs monthly bank statements show deposits for 2019, 2020, and 2021 document a \$5,129 decrease in revenue due to a pandemic-related decrease in contributions and fund raising. American Legion Post 290 Dripping Springs has less than \$50,000 in gross income and is not required to submit Form-990s. They are also not required to produce quarterly audits to a district or national commander.

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 American Legion Post 290 Dripping Springs financial hardship from the revenue loss. Through a grant of \$5,605 Dripping Springs VFW will be able to:

Recover decreased revenue

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

¹ Figure 1 Google Earth Imagery

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

1.3 PROGRAM SUMMARY

American Legion Post 290 Dripping Springs provided their IRS confirmation of submission of Form 900-N 9e-Postcard) to support their eligibility as a beneficiary under the SLFRF. In 2020, COVID-19 group and crowd restrictions prohibited in-person fund raising events and the Dripping Springs Founders Day Festival from being held, reducing their funding by \$5,129.

The validation and cost reasonableness analysis determined Dripping Springs VFW can demonstrate a pandemic related harm up to \$5,605 the second year of the pandemic. Dripping Springs VFW award is \$5,605.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic American Legion Post 290 Dripping Springs saw a reduction in its revenue, which is primarily funded by member dues, donations, and fundraising events.

Income recorded in their monthly bank statements for the years 2018 to 2021, include(s) membership dues, donations, and monies from fund raising events; however, there were no deposits for Founder's Day in 2020 and 2021 as the event was cancelled both years due to Covid-19 Group and Crowd Restrictions. Expenses included liability insurance, office supplies, and U.S. Postal Service costs.

The ARPA SLFRF grant is critical to help American Legion Post 290 Dripping Springs recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 56% drop in revenue from 2019 to 2020. Using the revenue loss formula provided by 31 CFR Part 35² to measure revenue loss against a pre-pandemic baseline in accordance with the US Treasury's revenue loss calculation, Dripping Springs VFW's loss of revenue is \$5,605 for 2020.

Table 1: Revenue Loss

2019 2020
Total Revenue 9,153 4,024

(5,129)
-56%

Projected Growth \$9,629
Revenue Loss (5,605)

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

3 ELIGIBILITY

3.1 FINAL RULE³

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

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

Decreased revenue, e.g., from reduced contributions

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

Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

"The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits". These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴

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

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

	Amreican Legio					
		2019	2020	2021	2020-2019	2021-2020
8	Contributions and grants	-	-	-	-	
9	Program service revenue	-	-	-	-	
10	Investment income	-	-	-	-	
11	Other revenue	-	-	-	-	-
12	Total revenue	9,153.00	4,024.27	15,939.57	(5,128.73)	11,915.30
	Change from prev year		(5,128.73)	11,915.30		
			-56%	296%		
	5.2% growth rate*		\$9,628.96	\$10,129.66		
	Diff from actual		(5,604.69)	5,809.91		

Statement Date Account No 1/31/2018 6053606

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24839 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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On June 14, 2016, the Federal Bureau of Investigation issued a Public Service Announcement entitled BUSINESS E-MAIL COMPROMISE: THE 3.1 BILLION DOLLAR SCAM. You can read the full announcement on their website: https://www.ic3.gov/media/2016/160614.aspx.

Wire transfers and/or ACH origination instructions that are initiated by email, fax, and telephone represent a significant risk for fraud. Email accounts can be hacked and hijacked. Fax numbers can be spoofed and emulated with signatures scanned and pasted. Voice calls can never be authenticated without additional verification methods, such as a call back and/or PIN.

Unfortunately, there have been increasing instances where individuals or companies fall victim to wire transfer and/or ACH origination scams perpetrated through fake emails, faxes, or voice requests - often from people they believe to be senior executives of their own company, legitimate vendors, or customers. Don't be a victim. Always question wiring instructions or ACH origination instructions sent by email, fax, or telephone - especially those with last minute changes for an intended beneficiary.

For more information regarding online security and fraud prevention, visit our website at https://www.prosperitybankusa.com/fraud-prevention.aspx.

STATEMENT SUMMARY			TX Sma	ll Business	Check Account No 60536
01/01/2018	Beginning Balance				\$28,703.91
	2 Deposits/Other Credits			+	\$1,405.00
	4 Checks/Other Debits			(2)	\$813.75
01/31/2018	Ending Balance	31	Days in Statement Period		\$29,295.16
	Total Enclosures				6

DEPOSITS/O	THER CREDITS		
Date	Description		Amount
01/08/2018	Deposit		\$105.00
01/30/2018	Deposit		\$1,300.00

				CHECKS
Number Date Amount	Check Number	Amount	Date	Check Number
01-09 \$21.00	1234	\$341.00	01-10	1232
01-31 \$100.00	1235	\$351.75	01-08	1233
01-31 \$100.00	1235	\$351.75	01-08	1233





AMERICAN LEGION POST 290

Statement Date
Account No

1/31/2018 6053606

Page 2 of 5

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
01-01	\$28,703.91	01-09	\$28,436.16	01-30	\$29,395.16
01-08	\$28,457.16	01-10	\$28,095.16	01-31	\$29,295.16







Statement Date
Account No

2/28/2018 6053606

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PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

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TX Small Business Check Account No 6053606

02/01/2018 Beginning Balance \$29,295.16

\$70.00

Deposits/Other Credits
 Checks/Other Debits

\$1,368.00

02/28/2018 Ending Balance

28 Days in Statement Period

\$27,997.16

Total Enclosures 3

DEPOSITS/OTHER CREDITS

1

STATEMENT SUMMARY

Date	Description	Amount
02/02/2018	Deposit	\$70.00

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
1236	02-06	\$93.00	1237	02-21	\$1,275.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
02-01	\$29,295.16	02-06	\$29,272.16
02-02	\$29,365.16	02-21	\$27,997.16







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AMERICAN LEGION POST 200
PROSPECTIVE BANK
PORT 13 PROSPECTIVE BANK
PORT 14 PROSPECTIVE BANK
PORT 15 PROSPECTIVE BANK
PORT

2/2/2018

\$70.00

2/6/2018

1236

\$93.00



2/21/2018

1237

\$1,275.00







Statement Date
Account No

3/31/2018 6053606

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24926 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

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TX Small Business Check Account No 6053606

03/01/2018 Beginning Balance \$27,997.16

1 Deposits/Other Credits + \$35.00

1 Checks/Other Debits - \$885.00 03/31/2018 Ending Balance 31 Days in Statement Period \$27.147.16

03/31/2018 Ending Balance 31 Days in Statement Period \$27,147.16
Total Enclosures 2

DEPOSITS/OTHER CREDITS

1

STATEMENT SUMMARY

 Date
 Description
 Amount

 03/13/2018
 Deposit
 \$35.00

CHECKS

 Check Number
 Date
 Amount

 1238
 03-20
 \$885.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
03-01	\$27,997.16	03-13	\$28,032.16	03-20	\$27,147.16





Account No

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AMERICAN LEGION POST 290

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3/13/2018

\$35.00

3/20/2018

1238

\$885.00





Statement Date
Account No

4/30/2018 6053606

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24811 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Small Business Check Account No 6053606
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04/01/2018 Beginning Balance \$27,147.16

1 Deposits/Other Credits + \$70.00

1 Checks/Other Debits - \$20.00

04/30/2018 Ending Balance 30 Days in Statement Period \$27,197.16

Total Enclosures 2

DEPOSITS/OTHER CREDITS

Date	Description	Amount
04/10/2018	Deposit	\$70.00

CHECKS

Check Number	Date	Amount
1239	04-10	\$20.00

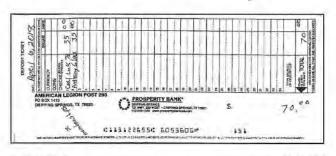
DAILY ENDING BALANCE

Date Balance		Date	Balance	
04-01	\$27,147,16	04-10	\$27,197,16	





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AMERICAN LEGION POST 290

FORDITANIA

DIREPTORIS EPHINGS, TX 78000

DATE 4/5/18

PANY OF AMERICAN LEGION POST 290

DATE 4/5/18

POST PROSPERITY BANK

DIRECTORIS CHARLES WHICH IN MILE

FOR DIRECTORIS CHARLES WHICH IN MILE

4/10/2018

\$70.00

4/10/2018

1239

\$20.00



Statement Date Account No 5/31/2018 6053606

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AMERICAN LEGION POST 290
PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Sma	all Business	Check Account No 6053606
05/01/2018	Beginning Balance				\$27,197.16
	3 Deposits/Other Credits			+	\$4,590.13
	3 Checks/Other Debits			*	\$624.00
05/31/2018	Ending Balance	31	Days in Statement Period		\$31,163.29
	Total Enclosures				6

DEFOSITS/OTHER CREDITS						
Date	Description	Amount				
05/03/2018	Deposit	\$4,450.13				
05/08/2018	Deposit	\$105.00				
05/30/2018	Deposit	\$35.00				

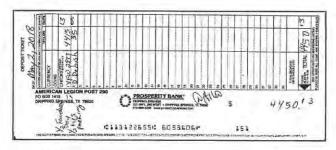
CHECKS								أوالمداعة المالية
Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1240	05-18	\$300.00 /	1241	05-29	\$200.00	1242	05-10	\$124.00

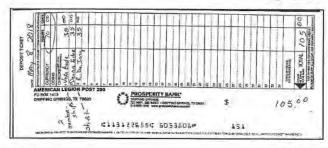
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
05-01	\$27,197.16	05-10	\$31,628.29	05-30	\$31,163.29
05-03	\$31,647.29	05-18	\$31,328.29		
05-08	\$31,752,29	05-29	\$31,128,29		

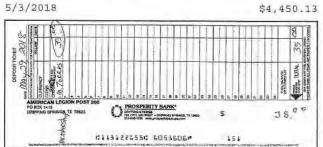




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Statement Date Account No 6/30/2018 6053606 Page 1 of 4

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\$30,896.29

24594 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY		TX Small Busines	s Check Account No 6053606
Control of the Contro			

06/01/2018 Beginning Balance \$31,163.29

0 Deposits/Other Credits + \$0.00

Days in Statement Period

1 Checks/Other Debits - \$267.00

30

Total Enclosures

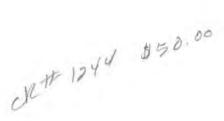
CHECKS

06/30/2018

DAILY ENDING BALANCE

Ending Balance

Date Balance		Date	Balance
06-01	\$31,163,29	06-08	\$30,896,29







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6/8/2018

1243

\$267.00



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AMERICAN LEGION POST 290

PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

Statement Date

7/31/2018 6053606

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STATEMENT SUMMARY			TX Sma	TX Small Business Check Account No 60536		
07/01/2018	Beginning Balance				\$30,896.29	
	3 Deposits/Other Credits			+	\$625.00	
	2 Checks/Other Debits				\$102.00	
07/31/2018	Ending Balance	31	Days in Statement Period		\$31,419.29	
	Total Enclosures				5	

DEPOSITS/O	DEPOSITS/OTHER CREDITS						
Date	Description	Amount					
07/12/2018	Deposit	\$140.00					
07/13/2018	Deposit	\$345.00					
07/30/2018	Deposit	\$140.00					

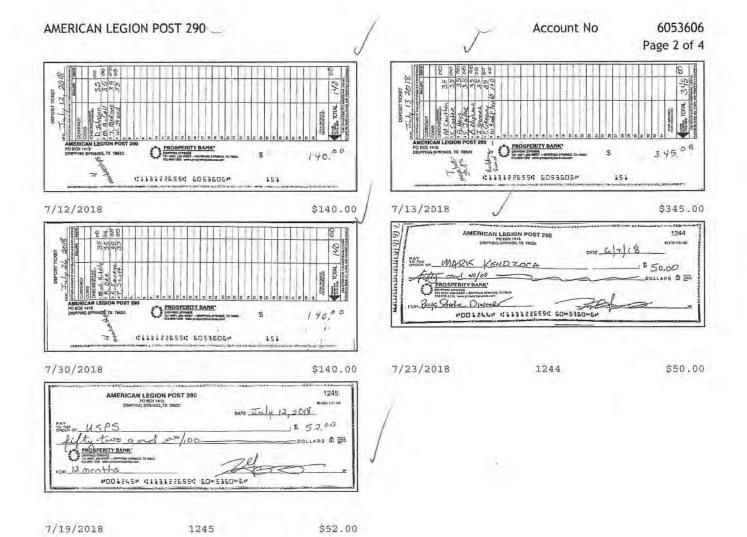
CHECKS							
Check Number	Date	Amount	Check Number	Date	Amount		
1244	07-23	\$50.00	1245	07-19	\$52.00		

DAILY EN	DING BALANCE				30 E
Date	Balance	Date	Balance	Date	Balance
07-01	\$30,896.29	07-13	\$31,381.29	07-23	\$31,279.29
07-12	\$31,036.29	07-19	\$31,329.29	07-30	\$31,419.29





LENDER





Statement Date
Account No

8/31/2018 6053606

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24392 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413



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STATEMENT SUMMARY			TX	Small Business (Check Account No 6053606
08/01/2018	Beginning Balance				\$31,419.29
	2 Deposits/Other Credits			4.1	\$210.00
	0 Checks/Other Debits				\$0.00
08/31/2018	Ending Balance	31	Days in Statement Perio	od	\$31,629.29
	Total Enclosures				2

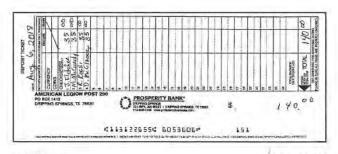
Date Description Amount 08/06/2018 Deposit \$140.00 08/24/2018 Deposit \$70.00

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
08-01	\$31,419.29	08-06	\$31,559.29	08-24	\$31,629.29





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AMERICAN LEGION POST 290

ORIGINAL LEGION PO

8/6/2018

\$140.00

8/24/2018

\$70.00





Statement Date

9/30/2018 6053606 Page 1 of 4

24436 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413 Account No

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STATEMENT SUMMARY			TX	Small Business (Check Account No 6053606
09/01/2018	Beginning Balance				\$31,629.29
	0 Deposits/Other Credits			+	\$0.00
	1 Checks/Other Debits				\$89.90
09/30/2018	Ending Balance	30	Days in Statement Perio	od	\$31,539.39
	Total Enclosures				1

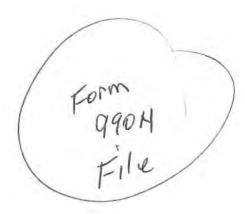
CHECKS

Check Number	Date	Amount
1246	09-10	\$89.90

DAILY ENDING BALANCE

Date Balance		Date	Balance
09-01	\$31,629.29	09-10	\$31,539.39





Page 2 of 4



9/10/2018

1246

\$89.90

9001



Statement Date Account No

10/31/2018 6053606

Page 1 of 4

24497 1 AB 0.408 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

Ending Balance

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1

TX Small Business Check Account No 6053606 STATEMENT SUMMARY

Beginning Balance 10/01/2018 \$31,539.39

> 0 Deposits/Other Credits \$0.00

1 Checks/Other Debits \$420.00 10/31/2018 Days in Statement Period \$31,119.39

31

Total Enclosures

CHECKS

Check Number	Date	Amount
1247	10-23	\$420.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
10-01	\$31,539.39	10-23	\$31,119.39



AMERICAN LEGION POST 290

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10/23/2018

1247

\$420.00



Statement Date

12/31/2018

6053606

AMERICAN LEGION POST 290 PO BOX 1413

24411 1 AB 0.408

DRIPPING SPRINGS TX 78620-1413

Account No Page 1 of 4

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STATEMENT	SUMMARY		TX S	mall Business	Check Account No 6053606
12/01/2018	Beginning Balance				\$30,791.39
	5 Deposits/Other Credits			+	\$1,858.00
	2 Checks/Other Debits				\$1,461.38
12/31/2018	Ending Balance	31	Days in Statement Period		\$31,188.01
	Total Enclosures				7

DEPOSITS/O	THER CREDITS	
Date	Description	Amount
12/05/2018	Deposit	\$175.00
12/06/2018	Deposit	\$35.00 /
12/06/2018	Deposit	\$1,368.00
12/11/2018	Deposit	\$140.00
12/21/2018	Deposit	\$140.00

CHECKS						
Check Number	Date	Amount	Check Number	Date	Amount	7
1250	12-14	\$1,099.00	1251	12-24	\$362.38	

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
12-01	\$30,791.39	12-11	\$32,509,39	12-24	\$31,188.01
12-05	\$30,966.39	12-14	\$31,410,39	12.21	231,100.01
12-06	\$32,369.39	12-21	\$31,550.39		





PROSPERITY BANK*
OFFICIAL PROPERTY OF THE PROP

PROSPERITY BANK*

#113122655# S053606#

AMERICAN LEGION POST 290 PO BOX 1418 DRIPHING BHINGS, TX 79825

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PROSPERITY BANK*

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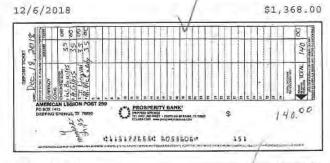
140,00

\$140.00

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DATE 12/12/18

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12/14/2018

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12/11/2018

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1250

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\$ 1099,02

DOLLARE B

12/24/2018

1251

\$362.38





Statement Date
Account No

1/31/2019 6053606

Page 1 of 4

606

24361 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT	SUMMARY		TX S	mall Business	Check Account No 605	36
01/01/2019	Beginning Balance				\$31,188.01	
	1 Deposits/Other Credits			+	\$140.00	
	0 Checks/Other Debits			-	\$0.00	
01/31/2019	Ending Balance	31	Days in Statement Period		\$31,328.01	
	Total Enclosures				1	

DEPUSITS/U	THER CREDITS	
Date	Description	Amount
01/18/2019	Deposit	\$140.00

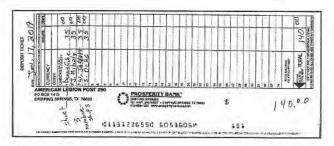
Date Balance Date Balance 01-01 \$31,188.01 01-18 \$31,328.01





Account No

6053606 Page 2 of 4



1/18/2019

\$140.00





Statement Date Account No

2/28/2019 6053606

Page 1 of 4

24422 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Sm	all Business	Check Account No 6053606
02/01/2019	Beginning Balance			\$31,328.01	
	2 Deposits/Other Credits			+	\$324.00
	1 Checks/Other Debits				\$1,275.00
02/28/2019	Ending Balance	28	Days in Statement Period		\$30,377.01
	Total Enclosures				3

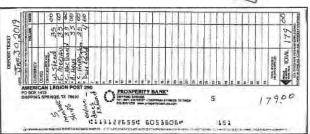
DEPOSITS/O	EPOSITS/OTHER CREDITS						
Date	Description	Amount					
02/01/2019	Deposit	\$179.00					
02/13/2019	Deposit	\$145.00					

CHECKS Check Number Date Amount 1253 02-28 \$1,275.00

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
02-01	\$31,507.01	02-13	\$31,652.01	02-28	\$30,377.01







Account No 6053606
Page 2 of 4

2/1/2019

\$179.00

2/13/2019

\$145.00 \$5. ev42 A 500d to Dogosit

AMERICAN LEGION POST 290

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DATE 2/32/19

PAY DATE 3/32/19

PAY DATE 3/32/

2/28/2019

1253

\$1,275.00

AMERICAN LEGION POST 290

PO BOX 1413

24407 1 AB 0.412

DRIPPING SPRINGS TX 78620-1413

Statement Date Account No

3/31/2019 6053606

Page 1 of 4

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1

TX Small Business Check Account No 6053606 STATEMENT SUMMARY

\$30,377.01 03/01/2019 Beginning Balance

> \$195.00 1 Deposits/Other Credits

\$1,057.00 4 Checks/Other Debits \$29,515.01

Days in Statement Period 03/31/2019 **Ending Balance** 3 **Total Enclosures**

DEPOSITS/OTHER CREDITS

Amount Description Date \$195.00 03/12/2019 Deposit

CHECKS

Check Number Date Amount Date Amount Check Number \$125.00 03-22 03-04 \$885.00 1255 1254

OTHER DEBITS

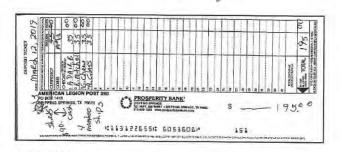
Amount Description Date \$35.00 Deposit Item Ret CK 706 03/15/2019 \$12.00 03/15/2019 Dep Item Ret Chrg

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
03-01	\$30,377.01	03-12	\$29,687.01	03-22	\$29,515.01
03-04	\$29,492.01	03-15	\$29,640.01		



6053606 Page 2 of 4



AMERICAN LEGION POST 290
PO BOX 1418
DRIPPING SPRINGS, TX 75620 1254 A 2008 1131 WA DATE 2/23/19 STERE CO AMENICAN LOZIEN DEPT OF TX 18 885.00 Eight & buched Eighter fine PROSPERITY BANK*

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THAT HE WAS TO THE TOP THE DEFENDENCE IN THE FOR 3 Boys-BayeState 2019 *DD1254* (\$111122655(: 60*5360*6#

1254

3/12/2019

\$195.00

\$125.00

3/4/2019

\$885.00

AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS, TX 78636 1255 DATE 3/13/19 Church St MARTIN de Porres Church \$ 125.00 One Kundred Twenty fine DOLLARS D O PROSPERTY BANK

O PROSPERTY BANK

OPEN COUNTY DESCRIPTION

PROSPERTY BANK

P ******* ******** ** ******** 3/22/2019

1255

George P Chew Refuered check 3-12-19 \$35,00 Refuer ck charge 12.00

1= 203918747 HAVE 2 AddResses 59 PAIMER LN WIM BERLEY 78676 OIL 232/ Common St #98 New BRAUNFels, 78130 House-Mouse Designs(3 | www.house-mouse.com | PN-1161



Statement Date Account No

4/30/2019 6053606

Page 1 of 4

24316 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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1

STATEMENT SUMMARY

TX Small Business Check Account No 6053606

04/01/2019 Beginning Balance \$29,515.01

1 Deposits/Other Credits

\$795.00

2 Checks/Other Debits

\$840.00

Ending Balance

\$29,470.01

Total Enclosures

3

DEPOSITS/OTHER CREDITS

		Amount
Date	Description	\$795.00
04/12/2019	Denosit	2775.00

Days in Statement Period

CHECKS

04/30/2019

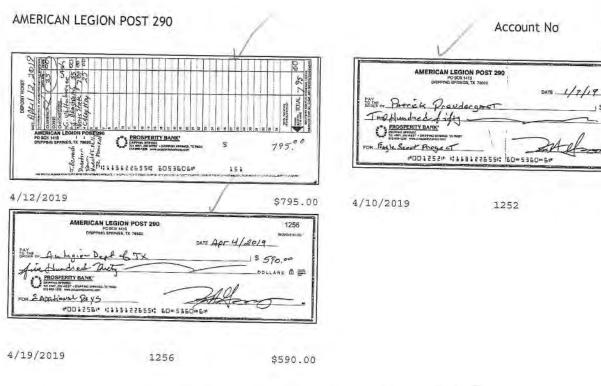
Check Number	er Date	Amount	Check Number	Date	Amount	
1252	04-10	\$250.00	1256*	04-19	\$590.00	1

DAILY ENDING BALANCE

Date	Balance	Date	Balance
04-01	\$29,515.01	04-12	\$30,060.01
04-01	\$29,315.01	04-19	\$29,470.01







33,053,51

29470.01 +4132.50 33602.51 -1134.00 -1134.00 6053606 Page 2 of 4

1252

\$250.00

\$ 250,00





Statement Date
Account No

5/31/2019 6053606 Page 1 of 4

24303 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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1

STATEMENT SUMMARY

TX Small Business Check Account No 6053606

05/01/2019 Beginning Balance

\$29,470.01

2 Deposits/Other Credits

\$4,132.50

1 Checks/Other Debits

\$434.00

05/31/2019 Ending Balance

31 Days in Statement Period

\$33,168.51

Total Enclosures

3

DEPOSITS/OTHER CREDITS

B. C.	Pergription	Amount
Date	Description	\$4,104.50
05/03/2019	Deposit	\$28.00
05/07/2019	Deposit	\$20.00

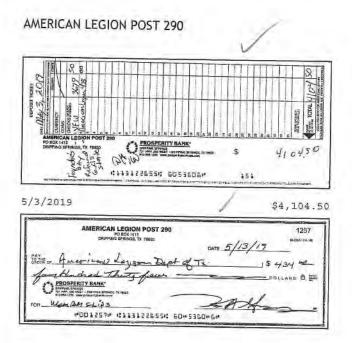
CHECKS

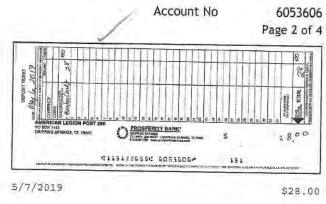
Check Number	Date	Amount
1257	05-16	\$434.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
05-01	\$29,470.01	05-07	\$33,602.51
05-03	\$33,574.51	05-16	\$33,168.51







5/16/2019



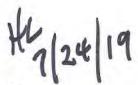


Statement Date
Account No

6/30/2019 6053606

Page 1 of 4

24384 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413



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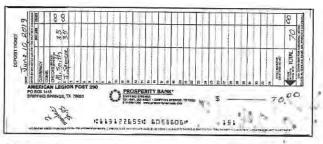
STATEMENT	SUMMARY		TX Sm	all Business	Check Account No 6053606
06/01/2019	Beginning Balance				\$33,168.51
	1 Deposits/Other Credits			+	\$70.00
	0 Checks/Other Debits				\$0.00
06/30/2019	Ending Balance	30	Days in Statement Period		\$33,238.51
	Total Enclosures				1

DEPOSITS/O	THER CREDITS			
Date	Description			Amount
06/10/2019	Deposit			\$70.00

DAILY EN	DING BALANCE			
Date	Balance	Date	Balance	
06-01	\$33,168.51	06-10	\$33,238.51	







6/10/2019

\$70.00



IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you believe there is an error on your statement, or if you need additional information about a transaction listed on your statement, or if you believe a substitute check does not accurately reflect a transaction, send a written letter on a separate sheet to P.O. Drawer G, El Campo, Texas 77437 as soon as possible. We must hear from you no later than 60 days (40 days for Check 21 expedited recrediting rights) after we sent you the first statement on which the error or problem appeared. Otherwise, the account will be considered correct. You can telephone us with inquires at your local banking center or at 800-531-1401, but doing so will not preserve your rights.

In your letter, give us the following information:

- 1) Your name and account number.
- 2) The dollar amount of the suspected error.
- 3) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 4) For a substitute check explain why an original or better copy is necessary and provide sufficient information to identify the substitute check.

The Check 21 Act procedures and expedited recrediting rights are only available to consumer customers. Check 21 will result in a reduction in the time between the cashing and clearing of a check. Please ensure that you have available funds on deposit before writing checks to avoid the risk of being overdrawn.

In case of errors or questions about your electronic transfers, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you have use of the money during the time it takes us to complete the investigation.

TO REPORT LOST OR STOLEN PROSPERITY BANK DEBIT CARD, CALL YOUR LOCAL BANKING CENTER. AFTER HOURS, CALL 800-684-2132.

THIS IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

YOUR BALANCE SHOWN ON THIS STATEMENT	\$
ADD + (IF ANY) DEPOSITS NOT SHOWN ON THIS STATEMENT	\$
TOTAL	\$
SUBTRACT - (IF ANY) CHECKS OUTSTANDING	\$
BALANCE	\$
SHOULD AGRE	EE WITH YOUR CHECK BOOK BALANCE

NO.	AMOUNT
MISC. CHARGES	
TOTAL	

Oklahoma		Schulenburg	979-743-2500	Houston Area		Wharton	979-282-2
Central Oklahoma	<u>Area</u>	Seguin	830-379-2222	Angleton	979-849-6404	Winnie	409-296-3
Edmond	405-359-9199	Smithville	512-237-9649	Bay City	979-245-4200	South Texas Area	
Norman	405-307-9066	Thorndale	512-893-2503	Beaumont	409-898-2128	Alice	361-664-5
Oklahoma City		Weimar	979-725-9401	Bellaire	713-666-2511	Aransas Pass	361-758-5
23rd St	405-943-8411	Dallas/Ft. Worth Area		Cleveland	281-592-2661	Beeville	361-358-3
Downtown	405-228-0021	Arlington	817-635-2900	Cypress	201-392-2001	Corpus Christi	201-220-2
		Azle	817-378-2240	The state of the s	201 272 222	Calallen	251 207 5
Expressway	405-810-4920	Balch Springs		Fairfield	281-373-0080	A STATE OF THE STA	361-387-5
1-240	405-616-2071	N 2 1 1 1 2 2	972-286-5452	U.S. 290	281-373-0062	Carmel	361-814-2
Memorial	405-748-3489	Cedar Hill	972-291-6246	Dayton	936-258-7681	Northwest	361-241-6
Northwest	405-722-7775	Dallas		East Bernard	979-335-7573	Padre Island	361-949-1
Tulsa Area		Abrams Centre	972-238-9292	El Campo	979-543-2200	Saratoga	361-854-0
Owasso	918-748-7140	Camp Wisdom	214-467-6996	Galveston	409-762-2103	Timbergate	361-986-7
Tulsa		Kiest	214-371-6000	Groves	409-962-8458	Water St	361-887-8
Garnett	918-748-7110	Preston Forest	972-661-0399	Hempstead	979-826-2431	Cuero	361-275-2
Harvard	918-748-4000	Preston Rd	972-447-4580	Hitchcock	409-986-5547	Edna	361-782-3
Memorial	918-748-4001	Turtle Creek	214-521-4800	Houston	403-360-3347	Goliad	361-645-3
Sheridan		Turtle Creek-LPO*	214-780-2000	The state of the s	204 007 7444	Gonzales	
	918-748-4002	Westmoreland		Aldine	281-987-7600	100 mg/g	830-672-7
S Harvard	918-748-4770		214-330-3800	Alief	713-666-2511	Hallettsville	361-798-4
Utica Square	918-748-4299	Ennis	972-875-8461	Beltway West	281-970-9636	Kingsville	361-592-2
Utica Tower	918-748-4110	Fort Worth		Copperfield	281-345-9555	Mathis	361-547-3
Yale	918-748-7100	Stockyards	817-378-2200	Downtown	713-693-9250	Palacios	361-972-5
		Frisco		Eastex Freeway	281-449-8282	Port Lavaca	361-552-7
Texas		Gaylord Parkway	214-619-2265	Gessner	713-242-1030	Portland	361-643-2
Bryan/College Statio	on Area	Main St	972-712-4499	Gladebrook	832-249-7600	Rockport	
Bryan		Gainesville		Heights		Control of the Contro	361-729-7
	070 050 2250	54773761757575757	940-668-8531	CONTRACTOR OF THE PROPERTY OF	713-861-1125	Sinton	361-364-1
29th St	979-260-3252	Glen Rose	254-898-0551	Highway 6 West	281-496-9103	Taft	361-528-2
E University Dr	979-731-1750	Granbury	817-573-0300	Little York	713-242-1010	Victoria	
N Texas Ave	979-778-2900	Haltom City	817-378-2230	Medical Center	713-693-9275	Colony Creek	361-573-1
S Texas Ave	979-779-1111	Keller	817-378-2210	Memorial Dr	713-465-0300	Main St	361-573-6
Caldwell	979-567-4665	McKinney	2000000	Northside	713-226-5300	Navarro	361-788-2
College Station		Central Expy	972-548-4000	River Oaks	713-693-9400	North	
Crescent Pointe	979-774-1700	Stonebridge	972-548-1367	SW Medical Ctr		Salem	361-573-19
Longmire Dr	979-694-2222	100 March 100 Ma	100 00000000000000000000000000000000000		713-777-0760	Yoakum	361-574-32
		Mesquite	972-913-3347	Tanglewood	713-693-9225		361-293-52
Rock Prairie Rd	979-764-9443	Muenster	940-759-5000	The Plaza	713-666-2511	Yorktown	361-564-22
Southwest Pkwy	979-693-1063	Plano		Uptown	713-892-4700	West Texas Area	
Tower Point	979-690-4780	Midway	972-473-9000	Waugh Dr	713-693-9100	Abilene	
Wellborn Rd	979-680-0357	Preston Rd	469-229-9334	West University	281-902-1650	Antilley Rd	325-794-33
Hearne	979-279-3438	Red Oak	972-617-7377	Westheimer	713-781-7171	Barrow St	325-794-20
Huntsville	936-291-3232	Roanoke	817-378-2250	Wirt	713-242-1060	Cypress St	325-794-10
Madisonville	936-348-2711	Sachse	972-530-7999	Woodcreek	281-443-7600	Judge Ely	
Navasota		The State of the S		Katy	201-443-7000	785 THE TOTAL STREET	325-794-31
	936-825-2274	Sanger	940-458-7404			Mockingbird	325-794-32
New Waverly	936-344-6691	The Colony	972-625-2002	Cinco Ranch Blvd	281-693-6800	Big Spring	432-267-55
Central Texas Area		Waxahachie	972-935-9023	Fry Road	713-666-2511	Brownfield	806-637-76
Austin		Weatherford	817-594-0533	Grand Parkway	713-666-2511	Brownwood	325-646-65
Allandale	512-407-6070	East Texas Area		Pin Oak	713-666-2511	Cisco	254-442-22
Congress	512-472-5433	Athens	903-675-8511	Spring Green	281-574-8680	Comanche	325-356-75
Northland	512-458-1384	Blooming Grove	903-695-2311	Liberty	936-336-5731	Early	325-643-27
Oak Hill	512-891-1800	37/ 100 AND	903-567-4181	Magnolia		Floydada	
		Canton		Goodson Rd	281-356-8211		806-983-37
Research Blvd	512-331-5402	Carthage	903-693-7161	Parkway		Gorman	254-734-22
Westlake	512-485-7600	Corsicana	903-872-0077		936-442-5915	Levelland	806-894-52
Bastrop	512-308-9957	Crockett	936-546-2265	Mont Belvieu	281-576-5444	Littlefield	806-385-51
Canyon Lake	830-964-6600	Eustace	903-425-7031	Nederland	409-727-2153	Lubbock	
edar Park	512-260-9199	Gilmer	903-843-5525	Needville	979-793-4211	4th St	806-784-40
Dime Box	979-884-2354	Grapeland	936-687-4814	Pearland	, I	66th St	806-767-66
Oripping Springs	512-858-1256	Gun Barrel City	903-887-3333	Shadow Creek	713-340-0652	82nd St	
ilgin	Jan 030-1230	- W - W		Richmond			806-767-82
0.70	543 205	Jacksonville	903-586-9861	Pecan Grove	281-762-6700	86th St	806-474-30
290	512-285-3777	Kerens	903-396-2222	Rosenberg		98th St	806-798-98
Main	512-285-3311	Longview	903-291-5500		832-595-7980	Avenue Q	806-767-70
latonia	361-865-2953	Mt. Vernon	903-588-2243	South Houston		N University	806-767-72
Georgetown	512-869-4160	Palestine	903-729-3228	Pasadena	713-943-8833	Texas Tech	806-740-34
ingsland	325-388-4551	Rusk	903-683-2286	Spring	832-717-3260	Merkel	325-928-47
a Grange	979-968-8451	Seven Points	903-432-3611	Sugar Land		Midland	
akeway	512-261-1122	Teague	254-739-2558	First Colony	281-902-1750	Wadley	422 504 54
			234-133-2338	Southwest Fwy	281-269-7200	775701.7321.012	432-694-61
exington	979-773-4417	Tyler	Name and the second second second	The Woodlands	202 203-7200	Wall St	432-571-49
berty Hill	512-778-5355	Beckham	903-593-1767	A 5 2 3 6	204 202 4	Odessa	
lew Braunfels	py-overse m	S Broadway	903-939-2265	I-45	281-292-6691	Grandview	432-550-33
Gruene	830-629-8970	University Blvd	903-566-5575	College Park	713-666-2511	Grant	432-580-23
Hwy 46 W	830-608-5501	Winnsboro	903-342-5205	Research Forest	832-663-4500	Kermit Highway	432-333-34
leasanton	830-569-5561		-05 542 5203	Tomball	281-290-0404	Parkway	
ound Rock				Waller	936-372-9404		432-580-23
	512-248-0101			Webster		Plainview	806-293-38
an Antonio				Clear Lake	281-332-3595	San Angelo	325-949-02
San Pedro N	210-826-2161	*Loan Production Office, inclu	020	West Columbia	979-345-3141	Slaton	806-828-42
				TT SUP SUIGHING	212-342-3141	Snyder	325-573-40



24264 1 AB 0.412 Visit us online at ProsperityBankUSA.com

Statement Date
Account No

7/31/2019 6053606

Page 1 of 4

24264 1 AB 0.412

AMERICAN LEGION POST 290

PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

հովլիգրկիկիկիկիկիվություրը ընդերկիկիկիկիկի

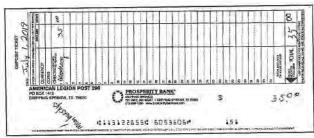
STATEMENT	SUMMARY		TX Sma	ll Business	Check Account No 6053606
07/01/2019	Beginning Balance		* - 3		\$33,238.51
	4 Deposits/Other Credits			+	\$556.00
	1 Checks/Other Debits			14	\$60.00
07/31/2019	Ending Balance	31	Days in Statement Period		\$33,734.51
	Total Enclosures				5

DEPOSITS/OTHER CREDITS				
Date	Description	Amount		
07/02/2019	Deposit			
07/22/2019	Deposit	\$35.00		
07/24/2019	Deposit	\$35.00		
		\$385.00		
07/30/2019	Deposit	\$101.00		

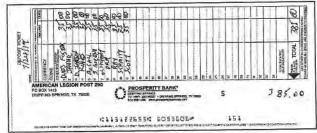
CHECKS					
Check Number	Date	Amount		*	
1258	07-29	\$60.00			

DAILY EN	DING BALANCE		**************************************		•
Date	Balance	Date	Balance	Date	Balance
07-01	\$33,238.51	07-22	\$33,308.51	07-29	\$33,633.51
07-02	\$33,273.51	07-24	\$33,693.51	07-30	\$33,734.51





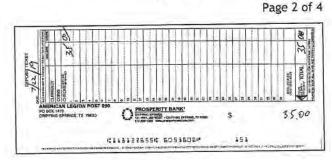


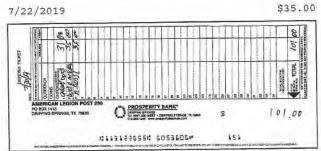






7/29/2019 1258 \$60.00





7/30/2019 \$101.00

Statement Date
Account No

8/31/2019 6053606

Page 1 of 4

24314 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT	SUMMARY		TX Sma	II Business	Check Account No 6053606
08/01/2019	Beginning Balance				\$33,734.51
	3 Deposits/Other Credits			+	\$245.00
	3 Checks/Other Debits			re.	\$709.21
08/31/2019	Ending Balance	31	Days in Statement Period		\$33,270.30
	Total Enclosures				4

DEF 03IT3/0	HER CREDITS	
Date	Description	Amount
08/01/2019	Deposit	\$35.00
08/02/2019	Deposit	\$140.00
08/08/2019	Deposit	\$70.00

Check Number Date Amount 1259 08-15 \$27.21

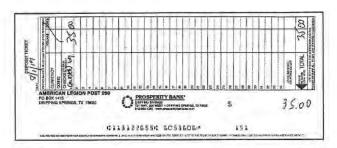
OTHER DEBI		
Date	Description	Amount
08/06/2019	ACH Payment THE AMERICAN LEG 3176301229 M61852009260 104	\$620.00
08/15/2019	ACH Payment THE AMERICAN LEG 3176301229 M61864805637 104	\$62.00

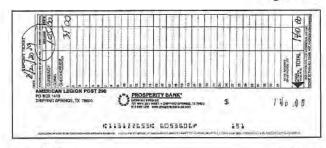
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
08-01	\$33,769.51	08-06	\$33,289.51	08-15	\$33,270,30
08-02	\$33,909.51	08-08	\$33,359.51	77.75	455,270,00



6053606

Page 2 of 4





8/1/2019 \$35.00

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\$70.00

8/15/2019

1259

\$27.21



Statement Date
Account No

9/30/2019 6053606

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24402 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT	SUMMARY		TX Sma	II Business	Check Account No 6053606
09/01/2019	Beginning Balance				\$33,270.30
	4 Deposits/Other Credits			4	\$305.50
09/30/2019	1 Checks/Other Debits			2	\$31.00
	Ending Balance	30	Days in Statement Period		\$33,544.80
	Total Enclosures		(14-22-23-22-23-23-23-23-23-23-23-23-23-23-		5

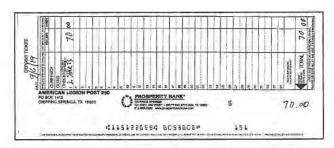
DEPOSITS/O	THER CREDITS	
Date	Description	
09/06/2019	Deposit	Amount
09/10/2019	Deposit	\$70.00
09/24/2019		\$35.00
	Deposit	\$148.00
09/26/2019	Deposit	\$52.50

CHECKS			
Check Number	Date	Amount	
1262	09-24	\$31.00	

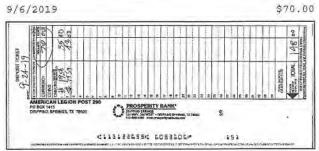
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Pelesse
09-01	\$33,270.30	09-10	\$33,375.30		Balance
09-06	\$33,340.30	09-24	\$33,492.30	09-26	\$33,544.80

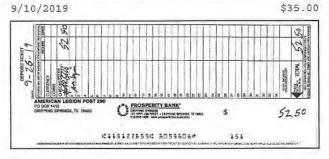














9/26/2019 \$52.50

1262

\$31.00







Statement Date Account No

10/31/2019 6053606 Page 1 of 4

24206 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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\$284.00

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STATEMENT SUMMARY			TX Sma	II Business	Check Account No 6053606
10/01/2019	Beginning Balance				\$33,544.80
	2 Deposits/Other Credits			+	\$1,997.00
	2 Checks/Other Debits				\$377.00
10/31/2019	Ending Balance	31	Days in Statement Period		\$35,164.80
	Total Enclosures				3

DEPOSITS/O	THER CREDITS	
Date	Description	Amount
10/22/2019	Deposit	\$1,927.00
10/30/2019	Deposit	\$70.00

CHECKS Check Number Date Amount

1261

10/25/2019

10-28

OTHER D	EBITS					
Date	Description					Amount

ACH Payment THE AMERICAN LEG 3176301229 M61984226760 104

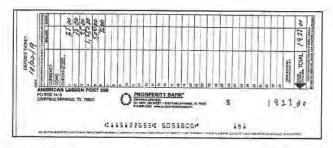
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
10-01	\$33,544.80	10-25	\$35,378.80	10-30	\$35,164.80
10-22	\$35,471.80	10-28	\$35,094.80		



\$93.00

\$70.00

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10/22/2019

\$1,927.00

10/30/2019



10/28/2019

1261

\$284.00





Statement Date
Account No

11/30/2019 6053606

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24202 1 AB 0.412 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY TX Sm			II Business	Check Account No 6053606	
11/01/2019	Beginning Balance				\$35,164.80
	2 Deposits/Other Credits			+	\$218.00
	2 Checks/Other Debits			4	\$345.86
11/30/2019	Ending Balance	30	Days in Statement Period		\$35,036.94
	Total Enclosures				3

DLF 03113/0	TIER CREDITS			
Date	Description			Amount
11/07/2019	Deposit			\$140.00
11/08/2019	Deposit			\$78.00

CHECKS Date Amount 1260 11-25 \$283.86

OTHER DEBI		
Date	Description	Amount
11/05/2019	ACH Payment THE AMERICAN LEG 3176301229 M62001915765 104	\$62.00

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
11-01	\$35,164.80	11-07	\$35,242.80	11-25	\$35,036.94
11-05	\$35,102.80	11-08	\$35,320.80		

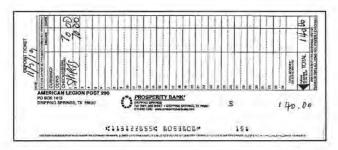


Account No

6053606

\$78.00

Page 2 of 4





11/8/2019

11/7/2019 \$140.00

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PO BOX 1613
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DATE 10-13-19

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BELLEGION POST 290
DATE 10-13-19

BELLEGION POST 2

11/25/2019 1260 \$283.86

Statement Date
Account No

12/31/2019 6053606

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24208 1 AB 0.412

AMERICAN LEGION POST 290
PO BOX 1413

DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY TO			TX Sma	all Business	Check Account No 6053606
12/01/2019	Beginning Balance				\$35,036.94
	4 Deposits/Other Credits			+	\$175.00
	6 Checks/Other Debits				\$686.38
12/31/2019	Ending Balance	31	Days in Statement Period		\$34,525.56
	Total Enclosures				6

DEPOSITS/OTHER CREDITS					
Date	Description	Amount			
12/02/2019	Deposit	\$35.00			
12/05/2019	Deposit	\$35.00			
12/09/2019	Deposit	\$70.00			
12/20/2019	Deposit	\$35.00			

CHECKS						
Check Number	Date	Amount	Check Number	Date	Amount	
1263	12-09	\$250.00	1264	12-16	\$312.38	

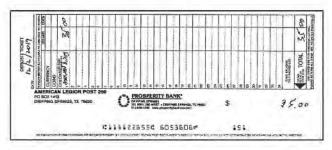
OTHER DEBITS					
Description	Amount				
ACH Payment THE AMERICAN LEG 3176301229 M62063100148 104	\$31.00				
ACH Payment THE AMERICAN LEG 3176301229 M62064505104 104	\$31.00				
ACH Payment THE AMERICAN LEG 3176301229 M62075886595 104	\$31.00				
ACH Payment THE AMERICAN LEG 3176301229 M62097543265 104	\$31.00				
	Description ACH Payment THE AMERICAN LEG 3176301229 M62063100148 104 ACH Payment THE AMERICAN LEG 3176301229 M62064505104 104 ACH Payment THE AMERICAN LEG 3176301229 M62075886595 104				

DAILY EN					
Date	Balance	Date	Balance	Date	Balance
12-01	\$35,036.94	12-06	\$35,075.94	12-16	\$34,521.56
12-02	\$35,071.94	12-09	\$34,864.94	12-20	\$34,556.56
12-05	\$35,106.94	12-13	\$34,833.94	12-26	\$34,525.56
19/23	455).5517.	12 15	43 1,033.71	12 20	-

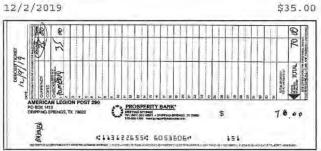




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12/9/2019

1263

\$250.00

12/16/2019

1264

\$312.38

Statement Date
Account No

1/31/2020 6053606

Page 1 of 4

24038 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Si	TX Small Business Check Account No	
01/01/2020	Beginning Balance				\$34,525.56
	2 Deposits/Other Credits			+	\$87.00
	1 Checks/Other Debits				\$62.00
01/31/2020	Ending Balance	31	Days in Statement Period		\$34,550.56
	Total Enclosures				2

DEPOSITS/O	THER CREDITS			
Date	Description			Amount
01/10/2020	Deposit			\$35.00
01/29/2020	Deposit			\$52.00

OTHER DEBI	rs			
Date	Description			Amount
01/14/2020	ACH Payment THE AMERICAN LEG	3176301229 M62125482925 10-	4	\$62.00

DAILY EN			
Date	Balance	Date	Balance
01-01	\$34,525.56	01-14	\$34,498.56
01-10	\$34,560,56	01-29	\$34 550 56



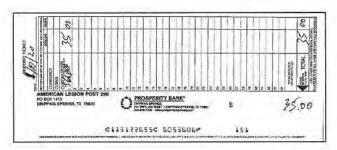


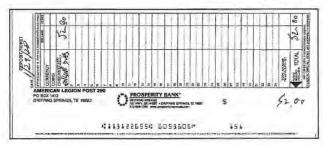
Account No

6053606

\$52.00

Page 2 of 4





1/10/2020 \$35.00 1/29/2020



Statement Date Account No

2/29/2020 6053606 Page 1 of 4

23981 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			T	TX Small Business Check Account No	
02/01/2020	Beginning Balance	10.			\$34,550.56
	0 Deposits/Other Credits			+	\$0.00
	1 Checks/Other Debits				\$1,275.00
02/29/2020	Ending Balance	29	Days in Statement Peri	od	\$33,275.56
	Total Enclosures				1

CHECKS

Check Number	Date	Amount
1265	02-06	\$1,275.00

DAILY ENDING BALANCE

Date Balance		Date	Balance
02-01	\$34,550.56	02-06	\$33,275.56



6053606 Page 2 of 4

AMERICAN LEGION POST 290

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2/6/2020

1265

\$1,275.00



Statement Date

Account No.

3/31/2020 6053606

Page 1 of 5

23801 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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Account Information Required (Texas Only) - We require that you provide us with the following information upon the opening of your account and at least annually if the information has changed.

If the business is a sole proprietorship:

- The name of the business owner
- The physical address of the business
- · The home address of the business owner
- The driver's license number or personal identification card number issued to the business owner by the Department of Public Safety

If the business is a corporation or other legal entity:

A copy of the business' certificate of incorporation or a comparable document and an assumed name certificate, if applicable

STATEMENT	SUMMARY		TX Sma	II Business	Check Account No 6053606
03/01/2020	Beginning Balance				\$33,275.56
	2 Deposits/Other Credits			+	\$105.00
	4 Checks/Other Debits				\$374.50
03/31/2020	Ending Balance	.31	Days in Statement Period		\$33,006.06
	Total Enclosures				4

DEPOSITS/O	THER CREDITS		
Date	Description		Amount
03/17/2020	Deposit		\$70.00
03/26/2020	Deposit		\$35.00

CHECKS						
Check Numb	ber Date	Amount	Check Number	Date	Amount	
1266	03-11	\$62.50	1267	03-17	\$250.00	

OTHER DEBI	rs	
Date	Description	Amount
03/18/2020	ACH Payment THE AMERICAN LEG 3176301229 M62257436845 104	\$31.00
03/20/2020	ACH Payment THE AMERICAN LEG 3176301229 M62260094515 104	\$31.00





AMERICAN LEGION POST 290

Statement Date

3/31/2020 6053606

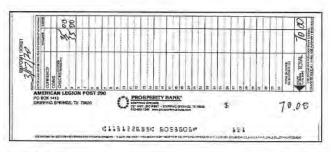
Account No

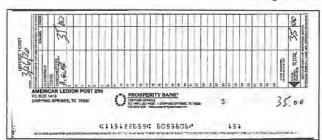
Page 2 of 5

DAILY ENDING BALANCE					
Date	Balance	Date	Balance	Date	Balance
03-01	\$33,275.56	03-17	\$33,033.06	03-20	\$32,971.06
03-11	\$33,213.06	03-18	\$33,002.06	03-26	\$33,006.06

6053606

Page 3 of 5





3/17/2020

\$70.00

3/26/2020

\$35.00



AMERICAN LEGION POST 290

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OF PROSPERITY RANK

DESCRIPTION RANK

3/11/2020

1266

\$62.50

3/17/2020

1267

\$250.00







Statement Date
Account No

4/30/2020 6053606

Page 1 of 4

24225 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Sma	I Business (Check Account No 6053606
04/01/2020	Beginning Balance				\$33,006.06
	1 Deposits/Other Credits			+	\$62.50
	1 Checks/Other Debits			- 2	\$31.00
04/30/2020	Ending Balance	30	Days in Statement Period		\$33,037.56
	Total Enclosures				1

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-------------------------	------	--------	-------	---------

Date	Description	Amount
04/06/2020	Deposit	\$62.50

OTHER DEBITS

Date	Description	Amount
04/01/2020	ACH Payment THE AMERICAN LEG 3176301229 M62279696261 104	\$31.00

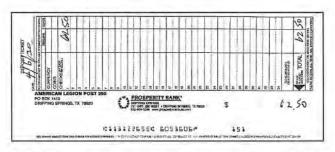
DAILY ENDING BALANCE

Date Balance		Date	Balance
04-01	\$32,975.06	04-06	\$33,037,56





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4/6/2020 \$62.50



Statement Date Account No 5/31/2020 6053606

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24830 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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Funds Availability Changes effective 6/1/2020: The amount we make available for checks not subject to next-day availability is increasing from \$200 to \$225. In addition, the amount available for withdrawal on exception holds for large deposits, new accounts and the amount for determining a repeat overdraft is increasing from \$5,000 to \$5,525.

Incoming Wire Transfer Fee effective 07/01/2020: A fee of \$7.50 will be charged for each incoming wire transfer.

STATEMENT SUMMARY		TX Sma	TX Small Business Check Account No 60536		
05/01/2020	Beginning Balance				\$33,037.56
	0 Deposits/Other Credits			+	\$0.00
	1 Checks/Other Debits			-	\$200.00
05/31/2020	Ending Balance	31	Days in Statement Period		\$32,837.56
	Total Enclosures				1

CHECKS

Check Number	Date	Amount
1269	05-22	\$200.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
05-01	\$33,037.56	05-22	\$32,837.56





5/22/2020

1269

\$200.00





Statement Date
Account No

6/30/2020 6053606

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25116 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Sn	TX Small Business Check Account No 6		
06/01/2020	Beginning Balance				\$32,837.56	
	1 Deposits/Other Credits			+	\$36.00	
	1 Checks/Other Debits			12	\$1,750.00	
06/30/2020	Ending Balance	30	Days in Statement Period		\$31,123.56	
	Total Enclosures				2	

DEPOSITS/OTHER CREDITS

Date	Description	Amount
06/03/2020	Deposit	\$36.00

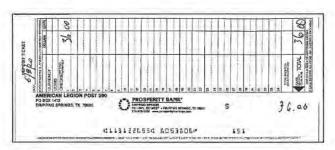
CHECKS

Check Number	Date	Amount
1268	06-11	\$1,750.00

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
06-01	\$32,837.56	06-03	\$32,873.56	06-11	\$31,123,56



Page 2 of 4



AMERICAN LEGION POST 290

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THAY'S COUNTY TEXAS

DATE MINK, L, LOUIS

6/3/2020 \$36.00

6/11/2020

1268

\$1,750.00

Statement Date Account No 7/31/2020 6053606

Page 1 of 5

24920 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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 STATEMENT SUMMARY
 TX Small Business Check Account No 6053606

 07/01/2020
 Beginning Balance
 \$31,123.56

 9
 Deposits/Other Credits
 +
 \$2,383.00

 3
 Checks/Other Debits
 \$628.00

 07/31/2020
 Ending Balance
 31
 Days in Statement Period
 \$32,878.56

 Total Enclosures
 10

DEPOSITS/OTHER CREDITS Date Description Amount 07/01/2020 Deposit \$1,283.00 07/10/2020 Deposit \$200.00 07/13/2020 Deposit \$160.00 Deposit 07/14/2020 \$380.00 07/15/2020 Deposit \$40.00 07/17/2020 Deposit \$120.00 07/21/2020 Deposit \$120.00 07/27/2020 Deposit \$40.00 07/29/2020 Deposit \$40.00

CHECKS Date Amount 1270 07-13 \$70.00

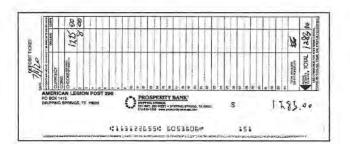
OTHER DEBI	13	
Date	Description	Amount
07/21/2020	ACH Payment THE AMERICAN LEG 3176301229 M62459666820 104	\$372.00
07/27/2020	ACH Payment THE AMERICAN LEG 3176301229 M62469656152 104	\$186.00

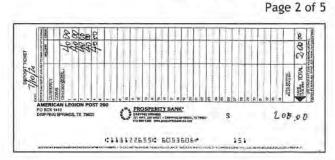
DAILY EN	DAILY ENDING BALANCE					
Date	Balance	Date	Balance	Date	Balance	
07-01	\$32,406.56	07-14	\$33,076.56	07-21	\$32,984.56	
07-10	\$32,606.56	07-15	\$33,116.56	07-27	\$32,838.56	
07-13	\$32,696.56	07-17	\$33,236.56	07-29	\$32,878.56	

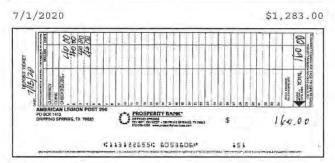


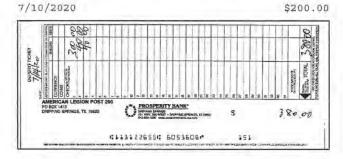


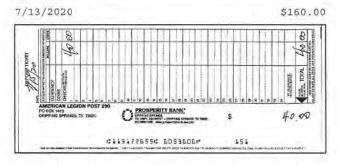


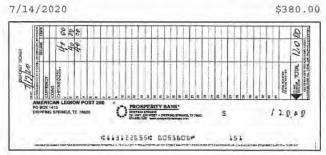


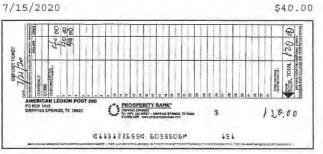


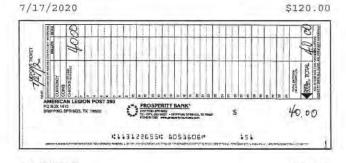


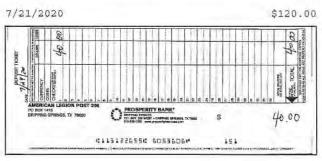


















Statement Date Account No 8/31/2020 6053606

Page 1 of 5

24755 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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1

STATEMENT SUMMARY			TX	Small Business (Check Account No 6053606
08/01/2020	Beginning Balance		<u> </u>		\$32,878.56
	3 Deposits/Other Credits			+	\$160.00
	2 Checks/Other Debits			•	\$186.00
08/31/2020	Ending Balance	31	Days in Statement Perio	bo	\$32,852.56
	Total Enclosures				3

DEPOSITS/O	HER CREDITS	
Date	Description	Amount
08/03/2020	Deposit	\$40.00
08/11/2020	Deposit	\$40.00
08/12/2020	Deposit	\$80.00

OTHER DEBITS				
Date	Description	Amount		
08/12/2020	ACH Payment THE AMERICAN LEG 3176301229 M62499113295 104	\$93.00		
08/21/2020	ACH Payment THE AMERICAN LEG 3176301229 M62515609818 104	\$93.00		

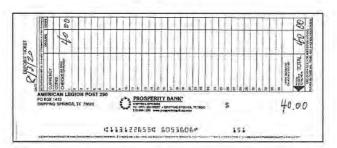
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
08-01	\$32,878.56	08-11	\$32,958.56	08-21	\$32,852.56
08-03	\$32,918.56	08-12	\$32,945.56		, ,

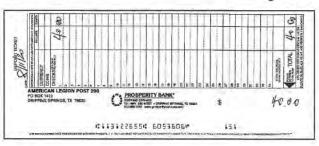




6053606

Page 2 of 5





8/3/2020 \$40.00

AMERICAN LEGICIO POST 200

PROSPERTY DANK

CHASTA 22555K

DAIPPAG SPANIGL TX TISSE

CHASTA 22555K

CHASTA 2255K

CHASTA

8/11/2020 \$40.00

8/12/2020

\$80.00





Statement Date
Account No

9/30/2020 6053606

Page 1 of 5

24271 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT	STATEMENT SUMMARY			all Business	Check Account No 605	3606
09/01/2020	Beginning Balance				\$32,852.56	
	3 Deposits/Other Credits			+	\$135.50	
	2 Checks/Other Debits				\$331.00	
09/30/2020	Ending Balance	30	Days in Statement Period		\$32,657.06	
	Total Enclosures				4	

DEPOSITS/OTHER CREDITS				
Date	Description	Amount		
09/02/2020	Deposit	\$40.00		
09/04/2020	Deposit	\$55.50		
09/24/2020	Deposit	\$40.00		

CHECKS

Check Number	Date	Amount
1272	09-11	\$300.00

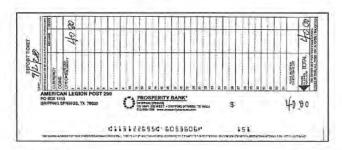
OTHER DEBITS Date Description Amount 09/08/2020 ACH Payment THE AMERICAN LEG 3176301229 M62544952896 104 \$31.00

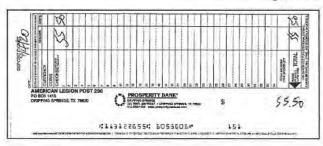
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
09-01	\$32,852.56	09-04	\$32,948.06	09-11	\$32,617.06
09-02	\$32,892.56	09-08	\$32,917.06	09-24	\$32,657.06





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9/24/2020

\$40.00

9/11/2020

1272

\$300.00





Statement Date Account No 10/31/2020 6053606

Page 1 of 5

24189 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Smal	l Business (Check Account No 6053606
10/01/2020	Beginning Balance				\$32,657.06
	5 Deposits/Other Credits			+	\$579.30
	2 Checks/Other Debits			÷	\$62.00
10/31/2020	Ending Balance	31	Days in Statement Period		\$33,174.36
	Total Enclosures				4

DEPOSITS/OT		
Date	Description	Amount
10/05/2020	ACH Deposit PAYPAL TRANSFER 1010574375171 91000014211263	\$96.80
10/13/2020	Deposit	\$40.00
10/20/2020	Deposit	\$362.50
10/26/2020	Deposit	\$40.00
10/30/2020	Deposit	\$40.00

OTHER DEBI	*	
Date	Description	Amount
10/07/2020	ACH Payment THE AMERICAN LEG 3176301229 M62596568369 104	\$31.00
10/20/2020	ACH Payment THE AMERICAN LEG 3176301229 M62616355277 104	\$31.00

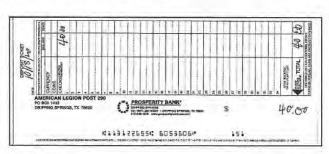
DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
10-01	\$32,657.06	10-13	\$32,762.86	10-30	\$33,174,36
10-05	\$32,753.86	10-20	\$33,094.36		
10-07	\$32,722.86	10-26	\$33,134.36		

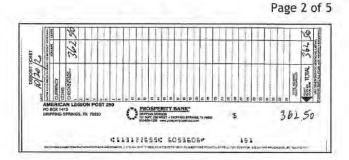


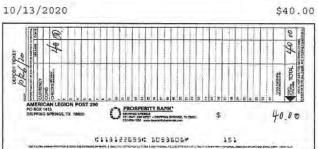


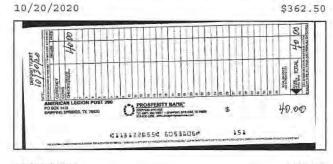
Account No

6053606









\$40.00

10/30/2020

\$40.00





Statement Date
Account No

11/30/2020

****3606 Page 1 of 5

23871 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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1

STATEMENT SUMMARY			· TX	Small Business C	heck Account No ****3606
11/01/2020	Beginning Balance				\$33,174.36
	3 Deposits/Other Credits			+	\$89.00
	3 Checks/Other Debits			2-4	\$140.22
11/30/2020	Ending Balance	30	Days in Statement Perio	od	\$33,123.14
	Total Enclosures				4

DEPOSITS/OTHER CREDITS				
Date	Description	Amount		
11/04/2020	Deposit	\$40.00		
11/09/2020	Deposit	\$9.00		
11/20/2020	Deposit	\$40.00		

CHECKS

Check Number	Date	Amount
1273	11-17	\$16.22

OTHER DEBITS					
Date	Description	Amount			
11/12/2020	ACH Payment THE AMERICAN LEG 3176301229 M62662980244 104	\$93.00			
11/24/2020	ACH Payment THE AMERICAN LEG 3176301229 M62685161543 104	\$31.00			

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
11-01	\$33,174.36	11-12	\$33,130.36	11-24	\$33,123.14
11-04	\$33,214.36	11-17	\$33,114.14		
11-09	\$33,223.36	11-20	\$33,154.14		

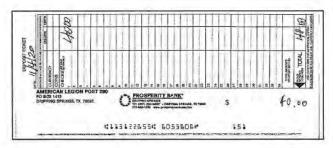


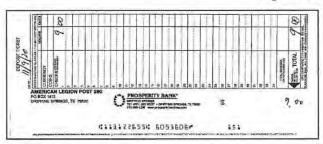


Account No

****3606

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11/20/2020

\$40.00

11/17/2020

1273

\$16.22







Statement Date
Account No

12/31/2020 ****3606

Page 1 of 5

23700 1 AB 0.419 AMERICAN LEGION POST 290 PO BOX 1413 DRIPPING SPRINGS TX 78620-1413

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STATEMENT SUMMARY			TX Smal	TX Small Business Check Account No ****36		
12/01/2020	Beginning Balance				\$33,123.14	
	6 Deposits/Other Credits			+	\$386.97	
	2 Checks/Other Debits			1	\$124.00	
12/31/2020	Ending Balance	31	Days in Statement Period		\$33,386.11	
	Total Enclosures				5	

DEPOSITS/O	DEPOSITS/OTHER CREDITS					
Date	Description	Amount				
12/04/2020	ACH Deposit PAYPAL TRANSFER 1011373782234 91000012791026	\$100.97				
12/04/2020	Deposit	\$40.00				
12/14/2020	Deposit	\$126.00				
12/17/2020	Deposit	\$40.00				
12/18/2020	Deposit	\$40.00				
12/24/2020	Deposit	\$40.00				

OTHER DEBITS				
Date	Description	Amount		
12/08/2020	ACH Payment THE AMERICAN LEG 3176301229 M62712878578 104	\$31.00		
12/30/2020	ACH Payment THE AMERICAN LEG 3176301229 M62758856573 104	\$93.00		

DAILY ENDING BALANCE						
Date	Balance	Date	Balance	D	ate	Balance
12-01	\$33,123.14	12-14	\$33,359.11	1	2-24	\$33,479.11
12-04	\$33,264.11	12-17	\$33,399.11	1:	2-30	\$33,386.11
12-08	\$33,233.11	12-18	\$33,439,11			

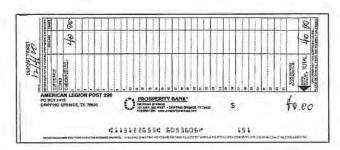


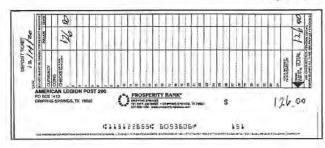


Account No

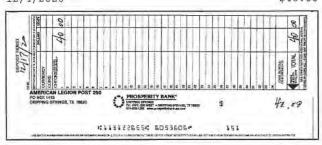
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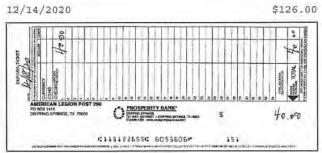
Page 2 of 5



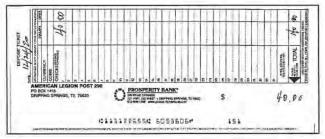












12/18/2020 \$40.00



agenda item request form: $F.\ 8.$

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Commissioner Smith Sponsor:

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Driftwood Historical Conservation Society (DHCS). SMITH

Summary

Attached: Draft Agreement Draft PW

Attachments

Draft Agreement - DHCS 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 Shelby Eckols Principal Officer of Driftwood Historical Conservation Society ("Beneficiary"), located at PO Box 314, Driftwood, TX 78619 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$22,560.00 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 July 11, 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:
 - o A special-purpose unit of local government
 - \circ A 501(c)(3); or
 - \circ A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of July 11, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university

- Library
- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - o Beneficiary certifies that _ employees were employed by the business/special-purpose unit of local government/non-profit as of July 11, 2023.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

- A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.
- B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.
- D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.
- E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.
- F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

- G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.
- H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.
- I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.
- J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.
- K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.
- L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created July 11, 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.



HCTX111_Driftwood Historical Conservation Society

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Driftwood Historical Conservation Society

1	L Driftwood Historical Conservation Society				
	1.1	Designating a Public Health Impact			
	1.2	Designing a response to a pandemic harm			
	1.3	Program Summary			
2	Com	parative Analysis			
	2.1	Reasonableness & Proportionality			
3 Eligibility					
	_	Final Rule			

1 Driftwood Historical Conservation Society

1.1 Designating a Public Health Impact

Driftwood Historical Conservation Society (DHCS) is a 501(c)(3) non-profit organization that raises funds to maintain the agrarian economy, social culture and natural environment of Driftwood and the Onion Creek Valley by supporting initiatives, such as preserving and restoring historical and heritage sites and retaining traffic arteries on the scale of Farm to Market or Ranch Roads.

DHCS rented the Driftwood Community Center, located at the intersection of FM 150 and Elder Hill Rd (CR 170),¹ for their monthly meetings. The coordination of projects and volunteer activities, and event planning, e.g., the Annual Driftwood Heritage Festival, take(s) place during several meetings per month.

In 2020, COVID-19 group and crowd restrictions prohibited DHCS from being able to collect monies and raise funds from in-person events consequently reducing their revenue by 67%, from \$31,039 in 2019 to \$10,094 in 2020.



1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

DHCS's Form-990's for the years 2019 and 2020 show they experienced a revenue loss of up to \$20,946 in 2020 due a decrease in contributions, membership dues, and fund raising.

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate DHCS's financial hardship from the revenue loss. Through a grant of \$22,560 DHCS (see Table 1 below) will be able to:

Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 PROGRAM SUMMARY

DHCS provided their Profit and Loss statements and IRS letter to support their eligibility as a beneficiary under the SLFRF. In 2020, COVID-19 group and crowd restrictions prohibited DHCS from being able to receive contributions and grants on the same level of magnitude experienced prior to the pandemic.

¹ Google Maps

The validation and cost reasonableness analysis determined DHCS can demonstrate a pandemic related harm up to \$22,560 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. DHCS initial award is \$22,560.

2 COMPARATIVE ANALYSIS

2.1 Reasonableness & Proportionality

Due to the pandemic DHCS saw a reduction in its revenue, which is primarily funded by contributions and grants.

The ARPA SLFRF grant is critical to help DHCS recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 67% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, DHCS's loss of revenue is \$22,560 for 2020.

Table 1: Revenue Loss

	2010	2020
	2019	2020
Contributions and grants	30,892	10,026
Other Revenue	148	68
Total Revenue	31,039	10,094
		(20,946)
		-67%
Projected Growth		\$32,654
Revenue Loss		(22,560)

3 ELIGIBILITY

3.1 FINAL RULE³

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

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

Decreased revenue, e.g., from reduced contributions

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

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

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

• Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Beneficiaries

"The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits". These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴

Page 4 | 4

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

	Driftwood Historical Conservation Society Revenue Loss				
		2019	2020		
8	Contributions and grants	30,892	10,026		
9	Program service revenue	-	-		
10	Investment income	-	-		
11	Other revenue - incl fund raising	147.59	67.56		
12	Total revenue	31,039	10,094		
17	Other expenses	9,525	6,483		
18	Total expenses	9,525	6,483		
19	Revenue less expenses	21,514	3,611		
	Change from prev year		(20,946)		
			-67%		
	Projected Growth**		32,653.50		
	Revenue Loss		(22,560)		
	* Fiscal Year runs from 7/1 - 6/30				
** 5.2% growth rate is provided from 31CFR Part 35 Corona					
	State and Local Fiscal Recovery Funds Final Rule used to count projected annual growth for revenue loss calculations {base year revenue * [(1 + growth adjustment) ^ (n/12)], where n is the				
	number of months elapsed since the end of the base year}				



AGENDA ITEM REQUEST FORM: F. 9.

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Commissioner Shell
Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the San Marcos Chamber of Commerce. SHELL/INGALSBE

Summary

Attachments: Draft ARPA Agreement Draft PW Ageement

Attachments

Draft Agreement SMCOC Draft PW - SMCOC

HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT WITH SAN MARCOS AREA CHAMBER OF COMMERCE, INC.

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trial, Suite 1071, Texas 78666, and the **San Marcos Area Chamber of Commerce, Inc.** (the "Agency"), a non-profit corporation, located at 202 North C M Allen Parkway, San Marcos, Texas 78666.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to to address student academic and social needs in the high-poverty San Marcos Consolidated Independent School District by providing assistance in job training and workforce development through an Education & Talent Pipeline Coordinator; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

- 1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
- 2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 <u>Purpose.</u> The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 <u>Use of Funds.</u> The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 <u>Distribution of ARPA Act Funds.</u> The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$100,000.00 that will be disbursed from ARPA Act Funds.

П.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 <u>Subrecipient Status</u>. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 <u>Single Audit Act.</u> The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 <u>Allowable Expenditures.</u> The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate

documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 <u>County Audit.</u> The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 <u>County Payment Responsibility</u>. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$100,000.00 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

4.1 Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4.2 Scope of Activities; Budget.

- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
- i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
- ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.

b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 <u>Period of Performance</u> The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on <u>the Effective Date December 21, 2021</u>, and ends on December 31, 2026.
- 4.4 <u>Reporting</u> Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4.5 Payment

- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
- b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states Workforce Development Services, Administration, Salaries and Fringe Benefits for Agency Staff, and certain costs for delivering Workforce Development Services including Equipment, Supplies, Contractual Services, and Outreach Costs, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of Payroll Reports that show Salary and Fringe Benefits for Agency Staff, Contracts for Workforce Development Services, Invoices and Proof of Payment for Workforce Development Services, Equipment, Supplies, Contractual Services, Administrative and Outreach Costs paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 <u>Insurance Payments</u> Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.

4.7 <u>Maintenance of and Access to Records</u>

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of

Recipient in order to conduct audits or other investigations.

- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 4.8 <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 <u>Administrative Costs</u> Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 <u>Compliance with Applicable Law and Regulations</u>
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 <u>Hatch Act</u> Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 <u>False Statements</u> Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.16 <u>Publications.</u> Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.17 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 4.20 <u>Increasing Seat Belt Use in the United States.</u> Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

 \mathbf{V}

GENERAL CONDITIONS

- 5.1. <u>Amendments or Modifications</u>. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. <u>Relationship of Parties.</u> In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. <u>Captions.</u> The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. <u>Sole Agreement.</u> This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. <u>Termination:</u> This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. <u>Survival of terms of Agreement and obligations of parties.</u> The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. <u>Public Information Act Requirements.</u> The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be

terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

- 5.9. <u>Certificate of Interested Parties.</u> Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 5.10 <u>Notices.</u> Notices required by this Agreement are as follows:

County;

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

and

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

Agency:

San Marcos Area Chamber of Commerce, Inc. 202 North C M Allen Parkway San Marcos, Texas 78666 Attention: Page Michel

5.11 <u>Procurement.</u> The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAY	'S COUNTY, TEXAS.		
Ву:			
	Ruben Becerra Hays County Judge		Date
ATT	EST:		
By:	Elaine H. Cardenas MBA PhI		Date
San l	Marcos Area Chamber of Com	merce, Inc.	
By: _			
<i>-</i> ∫ · _	Page Michel	Date	
	President		

Exhibit A

Budget			
Line	Item Approved Budget		
	PERSONNEL	_	
1	Salaries	\$40,000.00	
2	Fringe Benefits	\$12,000.00	
3	SUBTOTAL PERSONNEL	\$52,000.00	
	OPERATIONS		
4	Professional Services - Behavioral	\$0.00	
5	Equipment	\$0.00	
6	Supplies	\$15,000.00	
7	Contractual Services	\$12,000.00	
8	Rent/Utilities	\$0.00	
9	Department Specific Costs	\$0.00	
10	Outreach	\$12,000.00	
11		\$0.00	
12		\$0.00	
13		\$0.00	
14		\$0.00	
15		\$0.00	
16		\$0.00	
17		\$0.00	
18		\$0.00	
19		\$0.00	
20	SUBTOTAL OPERATIONS	\$39,000.00	
21	Personnel and Operations Subtotal	\$91,000.00	
	INDIRECT COST		
22	Administration - 10% de minimus	\$9,000.00	
23	SUBTOTAL Indirect Cost	\$9,000.00	
	TOTALS	\$100,000.00	

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

The County of Hays (the "County") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of [INSERT DATE] [AS AMENDED], by and between the Agency] and the County (the "Agreement"). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the "Supplementary Conditions") which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE. Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS. The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

- 5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.
- 6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.
- 7. **DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 8. <u>CONFLICTS OF INTEREST.</u> The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

- 9. <u>SUBCONTRACTING.</u> The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.
- **10. ASSIGNABILITY.** The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.
- 11. <u>INDEMNIFICATION</u>. The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.
- **12. TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:
 - A. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
 - B. <u>TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)</u>. The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.
- 13. <u>LOBBYING (Applicable to Agreements exceeding \$100,000)</u>. The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.
- 16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

- 17. <u>COPYRIGHT</u>. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.
 - A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.
 - B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:
 - "This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury."
- **18.** <u>COUNTY SEAL, LOGO, AND FLAGS.</u> The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.
- **19. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.
- **20.** PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to the Agreement.
- 21. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO</u> SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
 - 1. procure or obtain;
 - 2. extend or renew a contract to procure or obtain; or
 - 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. <u>DOMESTIC PREFERENCES FOR PROCUREMENTS.</u>

A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- **24.** TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.
- **25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
- **26.** AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- **27. NONDISCRIMINATION.** The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - 1. Recruitment, advertising, and job application procedures;
 - 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - 3. Rates of pay or any other form of compensation and changes in compensation;
 - 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - 5. Leaves of absence, sick leave, or any other leave;
 - 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 - 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 - 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

- amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: JANUARY 2022	Invoice Number: 01
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Agency: San Marcos Area Chamber of Commerce Program:

Agency contact: Page Michel 512-393-5900 Current contract term:

E-mail: page@sanmarcostexas.com

	Approved Budget		Actual E	Actual Expenditures & Balance	
Line	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL	•			
1	Salaries	\$40,000.00	\$0.00	\$0.00	\$40,000.00
2	Finge Benefits	\$12,000.00	\$0.00	\$0.00	\$12,000.00
3	SUBTOTAL PERSONNEL	\$52,000.00	\$0.00	\$0.00	\$52,000.00
	OPERATIONS				
4	Professional Services - Plans	\$0.00	\$0.00	\$0.00	\$0.00
5	Equipment	\$0.00	\$0.00	\$0.00	\$0.00
6	Supplies	\$15,000.00	\$0.00	\$0.00	\$15,000.00
7	Contractual Services	\$12,000.00	\$0.00	\$0.00	\$12,000.00
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.00
9	Department Specific Costs	\$0.00	\$0.00	\$0.00	\$0.00
10	Outreach	\$12,000.00	\$0.00	\$0.00	\$12,000.00
11		\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00
20	SUBTOTAL OPERATIONS	\$39,000.00	\$0.00	\$0.00	\$39,000.00
21	Personnel and Operations Subtotal	\$91,000.00	\$0.00	\$0.00	\$91,000.00
	INDIRECT COST				
22	Administration - 10% de minimus	\$9,000.00	\$0.00	\$0.00	\$9,000.00
23	SUBTOTAL Indirect Cost	\$9,000.00	\$0.00	\$0.00	\$9,000.00
24	PAYMENT REQUEST				
25	TOTALS	\$100,000.00	\$0.00	\$0.00	\$100,000.00

Preparer's Signature:	Date:
Authorized Signature:	Date:
APH USE ONLY:	
Reviewed & approved by:	Date:

printed 6/15/2023 3:36 PM form revised 01-17-2003



HCTX111_San Marcos Chamber of Commerce

HAYS COUNTY ARPA SLFRF PROJECT ERIC BOEHNING

HCTX111_San Marcos Chamber of Commerce

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1 SAN MARCOS CHAMBER OF COMMERCE OVERVIEW

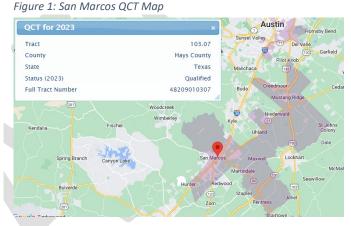
1.1 Designating a Public Health Impact

The San Marcos Area Chamber of Commerce (The Chamber) is a 501(c)(6) nonprofit that aims to improve the economic wellbeing of the Greater San Marcos area. Since 1903 the Chamber has been a catalyst for economic growth and prosperity, striving to be the unified voice of business that advocates, promotes and inspires business and leaders in the greater San Marcos Area.

When COVID-19 hit schools and businesses began closing across Texas, creating an economic crisis that continues to wreak havoc on small firms and Texas residents. The pandemic brought about the steepest and fastest drop in Texas economic activity in modern history. This negative economic impact disproportionately affected communities with a large proportion of low-income residents.

Qualified Census Tracts (QCT) are a common, readily accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. QCTs must have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more.³ Most of San Marcos falls within a QCT.

While there are signs of improvement, the COVID-19 pandemic continues to



disproportionately impact low-income communities. For both communities and the organizations serving them, inflation, labor shortages and the availability of childcare were top challenges. Household financial stability, which includes income loss, income instability, increasing costs and debt, 41% of respondents of an August 2022 Fed survey indicated significant disruption.

When asked about primary sources of disruption to household financial stability, the top responses were related to inflation, including increases in the price of consumer goods (26%) and increases in housing prices (25%), followed by issues with employment (16%) and the expiration of government relief (16%). Among small businesses serving low-income communities, 34% of respondents indicated significant disruptions. Labor shortages (45%) and increases in the price of goods (21%) were noted as primary sources of disruptions for small businesses.⁴

What this survey shows is that low-income residents face higher prices for basic necessities like food and shelter while employment becomes less stable and support from the government dissipates. Likewise, small business budgets are squeezed by increased costs but overwhelmingly their primary issue is labor shortages. The confluence of these two groups's issues is jobs.

¹ Texas Economy Mends in Fits and Starts from Pandemic's Onslaught | Dallas Fed

² Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule

³ Statutorily Mandated Designation of Qualified Census Tracts for Section 42 of the Internal Revenue Code of 1986

⁴ The Impact of COVID-19 on Communities and The Entities Serving Them

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The Treasury recognizes the following enumerated projects:

- Assistance to individuals who want and are available for work, including job training, assistance
 to unemployed individuals to start small businesses & development of job and workforce
 training centers.
- Services to address educational disparities, including assistance to high-poverty school districts
 & educational and evidence-based services to address student academic and social needs.

The Chamber proposes combining these two scopes in the form of an Education & Talent Pipeline Initiative. The goal is to help address the negative economic effects caused by COVID-19 by aiding workforce development for local small businesses and students in San Marcos Consolidated Independent School District (SMCISD).

Through this initiative, the Chamber will coordinate programs that connect businesses, teachers and students with resources and training programs in the San Marcos local workforce development ecosystem. It will work in tandem with Workforce Solutions Rural Capital Area, the Greater San Marcos Partnership, Texas State University and other education service providers, while not duplicating efforts.

The Education & Talent Pipeline initiative will include the following:

- Partner with the local Consolidated Independent School District to shape K-12 education programs that enable local employers to meet their workforce needs:
 - Identify educational gaps and work with educational leaders and businesses to come up with innovative ways to address those gaps
 - Advocate for new program and curriculum development that produces the skills and capabilities that match the needs of area businesses
- Deliver and grow existing successful initiatives including:
 - S.T.E.A.M. Fair to promote careers in science, technology, engineering, arts and mathematics.
 - Summer Externships Program for Teachers.
 - Regional Education & Workforce Development Summit (in partnership with GSMP)
 - Youth Leadership San Marcos program for high school students.
- Evaluate the addition of new initiatives. Potential examples are:
 - Survey local employers and workers to monitor current needs and opportunities.
 - College preparation that explores integrating Texas State University students and community members to advise on college/career readiness.
 - Financial Aid Saturdays to help families with FAFSA applications via organized volunteerled efforts.
 - Mass communications and marketing to families most affected by COVID to inform them of college/career opportunities.

The Chamber has drafted a proforma budget for two years of the Education & Talent Pipeline initiative.

Table 1 outlines funding sources and needed revenue.

Table 1: Education & Talent Pipeline Initiative Revenue, 2023-2026

	2023-2024	2024-2025
Revenue	<u>Year 1</u>	Year 2
ARPA Funds	\$56,000	\$44,000
Wkfc Solutions RCA Grant: STEAM Fair	\$5,000	\$5,000
Wkfc Solutions RCA Grant: Summer Externships	\$12,000	\$12,000
Donations		\$4,000
TOTAL REVENUE	\$73,000	\$65,000

Expenses would include wages and fringe benefits for the Chamber of Commerce staff dedicating time to the Education & Talent Pipeline initiative, the costs of contracting with partners to provide externships and development programs, computing and IT supplies, and outreach to promote the program and develop relationships with community members and partners. The estimated costs are outlined in Table 2.

Table 2: Education & Talent Pipeline Initiative Expenses, 2023-2026

Expense	2023-2024	2024-2025
	Year 1	Year 2
Salaries	\$20,000	\$20,000
Salary 30% - staff position	\$20,000	\$20,000
Fringe Benefits	\$6,000	\$6,000
Payroll taxes/insurance/benefits	\$6,000	\$6,000
Contractual Services	\$12,000	\$12,000
Summer Teacher Externships	\$12,000	\$12,000
Supplies	\$15,000	\$7,000
Computer station/equipment	\$5,000	\$2,000
Technology/IT, software subscriptions	\$10,000	\$5,000
Outreach	\$14,000	\$14,000
Promotions & marketing	\$4,000	\$4,000
S.T.E.A.M. Fair at SMHS	\$6,000	\$6,000
Staff training & conferences	\$1,000	\$1,000
State of Workforce & Education event	\$3,000	\$3,000
de minimus	\$6,000	\$6,000
TOTAL EXPENSE	\$73,000	\$65,000

Hays County will be able to address student academic and social needs in the high poverty SMCISD by providing assistance in job training and workforce development through an Education & Talent Pipeline initiative. This will also support small businesses operating in the QCTs in the city of San Marcos. This will be achieved through a Subrecipient Agreement of \$100,000 with the Chamber.

1.3 Program Summary

Through a subrecipient agreement for the amount of \$100,000, the Chamber will be able to implement an Education & Talent Pipeline initiative partnering with SMCISD to shape K-12 education programs that help local employers to meet their workforce needs, continue and expand existing initiatives, and evaluate the addition of new initiatives for students.

As the subrecipient, the Chamber will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to the Chamber's records pertaining to this program. Audits will be performed by the Hays County to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of the Chamber's general ledger. The Chamber will earn an administrative fee that is not to exceed 10% of the ARPA SLFRF monies.

2 COMPARATIVE ANALYSIS

2.1 Reasonableness & Proportionality

The Chamber has drafted a proforma budget for two years of the Education & Talent Pipeline Initiative. Expenses for each year would include the wages and fringe benefits for the Chamber staff dedicating time to the Education & Talent Pipeline initiative, the costs of contracting with partners to provide externships and development programs, computing and IT supplies, and outreach to promote the program and develop relationships with community members and partners.

The wages for the staff time dedicated to the Education & Talent Pipeline initiative are presented at a range of 30% of a \$67,000 average salaried staff member over the two-year period. The Austin–Round Rock–San Marcos metropolitan statistical area demonstrates in Table 3 that a full-time employee would average \$45,000 as opposed to the proposed \$20,000. Fringe costs of \$6,000 are in line with Bureau of Labor Statistics evaluation that the employer cost for a civilian worker averages benefits account for 31 percent of total compensation.⁵

Table 3: Bureau of Labor Statistics Mean Salaries, Austin MSA

Occupation	Mean Salary
Adult Basic Education, Adult Secondary Education, and English as a Second Language Instructors	\$48,010
Community and Social Service Specialists, All Other	\$49,820
Demonstrators and Product Promoters	\$41,750
Human Resources Assistants, Except Payroll and Timekeeping	\$44,440
Office and Administrative Support Occupations	\$45,610
Office and Administrative Support Workers, All Other	\$42,160
Social and Human Service Assistants	\$41,790
Average	\$44,797

⁵ Employer Costs for Employee Compensation - December 2022 | BLS

Supplies for the Education & Talent Pipeline Coordinator are listed as laptop, printer, monitor, and cubicle partitions. The purchase of supplies is not limited to the listed items but does serve as a bulk of potential costs. Table 4 outlines the average and maximum of advertised costs for supply types. The average costs for listed supplies total around \$2,000 while the maximum amount range above \$4,000.

Table 4: Cost Analysis of Listed Supplies

	Average	Max
Laptop	\$534	\$1,149
Dual Monitor	\$420	\$1,140
Printer	\$274	\$869
Cubicle Partition	\$650	\$800
8.25% Sales Tax	\$155	\$327
Total Cost	\$2,033	\$4,285

A monthly fee of technology and software subscriptions of \$833 is presented which aligns with available pricing for certain products displayed in Table 5.

Table 5: Technology and Software Subscriptions

Product	Monthly Fee
Office 365	\$19
Adobe Suite	\$85
Canva	\$150
Social Sprout	\$399
AT&T wifi hotspot	\$55
Microsite Hosting	\$54
Total	\$762

Outreach costs include the S.T.E.A.M. Fair at San Marcos High School, the Chamber's State of Workforce & Education event, staff training & conferences, and promotions & marketing. Contractual Services include Summer Teacher Externships. The U.S. Small Business Administration recommends spending 7 to 8 percent of your gross revenue for marketing and advertising which the \$4,000 cost for promotions & marketing aligns with. The remainder of the Outreach and Contractual Services costs will have to be evaluated as reimbursement requests are submitted to the County due to the myriad of costs that make up these estimates.

With the caveat that Outreach and Contractual Service costs will be evaluated upon submission, the \$65,000 to \$73,000 per year cost proposed by the Chamber is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE⁶

A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes, including:

A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including Investments in communities to promote improved health outcomes and public safety such as parks, and recreation facilities.

3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES 7

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- Households residing in Qualified Census Tracts
- Small businesses operating in Qualified Census Tracts
- Nonprofits operating in Qualified Census Tracts

The Chamber serves these populations defined as disproportionately impacted in Title 31 Part 35.6(b)(2).

Hays County awarding \$XX to the Chamber as a subrecipient of ARPA SLRFR monies is an enumerated eligible use as the County would be investing in the community to promote assistance to individuals who want and are available for work, including job training, assistance to unemployed individuals to start small businesses and development of job and workforce training centers and services to address educational disparities, including assistance to high-poverty school districts and educational and evidence-based services to address student academic and social needs.

3.3 COMPENSATION — PERSONAL SERVICES 8

General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in §200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;

⁶ 31 CFR 35.6(b)

⁷ Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

^{8 2} CFR 200.430(a)

- 2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and
- 3) Is determined and supported as provided in paragraph (i) of this section, when applicable.





${\tt AGENDA\,ITEM\,REQUEST\,FORM:}~G.~4.$

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Elaine H. Cardenas Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of May 30, 2023. BECERRA/CARDENAS

Summary

Attachments

05/30/23 Special Meeting Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



MAY 30, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 30th DAY OF MAY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA COUNTY JUDGE Via Teams

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://hayscountytx.com/commissioners-court/court-video/Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe called the meeting to order.

PUBLIC COMMENTS

Frank Arredondo made a public comment concerning the calling of a special meeting and asking for an audit of the Treasurer's Office prior to the recent election of Daphne Tenorio. Dan Lyon made a public comment concerning the intent of the agenda item and in favor of Treasurer Tenorio. Elaine Cardenas, County Clerk, read emailed public comments from the following individuals: Diane McCabe emailed a public comment concerning the calling of a special meeting and asking for more time for input. Phil Ward emailed a public comment concerning the shooting of firearms across roadways. Ann Jensen emailed a public comment concerning the calling of a special meeting and asking for more time for input.

39009 Discussion and possible action regarding all positions and duties within the Hays County Treasurer's Office, the potential reassignment of positions and duties of the Treasurer's Office to other offices within the County, the designation and approval of the appropriate authority for certain County functions related to the processing of payroll, and any other transactions processed by the County, the transfer of files, resources, assets, and any other County-owned property between County offices; and to amend the budget accordingly.

John Hatch made a public comment concerning last minute placement of items on the agenda and the calling of a special meeting. Nicholas Hoover made a public comment concerning making changes to the Treasurer's Office during the adjustment period after the election. Ana Juarez made a public comment concerning a lack of transparency and communication, and asked for an audit of the Treasurer's Office prior to the election. Mark Kennedy, General Counsel, clarified the special meeting was called by three commissioners and a 72-hour notice was given as required by law. Shirley Ogletree made a public comment questioning the timing of the agenda item and the change in payroll processes. Roland Saucedo asked to make his public comment after the Court's discussion. Jeff Kaufmann made a public comment concerning the calling of a special meeting and disagreements between elected officials. Commissioner Shell clarified this is not an emergency meeting, it is a special meeting that was called in compliance with the law. He explained the reason for the meeting, which includes investigations involving employees of the Treasurer's Office and the need for an update from the Budget Office on the recent payroll processing. Vickie Dorsett, Hays County Budget Officer, updated the Court on the payroll process and asked for clarification on the transfer of duties. Shari Miller, Director of Human Resources, spoke about the sharing of personnel files between the Human Resources and Treasurer's Offices and recommended moving them to Human Resources. Daphne Tenorio, Hays County Treasurer, spoke about the transition and employee duties. The Court further discussed with Tenorio, Miller, and Dorsett the logistics of moving files and duties, including issues encountered and how to move forward. Judge Becerra spoke against the calling of this special meeting and the Court's failure to order an audit when requested by the Treasurer.



Commissioner Smith expressed concern over the amount of payroll errors and the possible impact on the County's credit rating. Judge Becerra clarified that no files have been destroyed, there has been no loss of County money, and the Treasurer is not under investigation. Commissioner Smith addressed several public comments and explained why Court members cannot discuss agenda items in private before the meeting. Dan Lyon made a public comment regarding the County's financial management. Roland Saucedo made a public comment against the calling of this meeting and the Court's actions. Judge Becerra expressed concern over whether Commissioner Ingalsbe agreed to be the third court member needed to call this meeting and its legality, and recommended no vote.

A motion was made by Commissioner Shell, seconded by Commissioner Smith for the maintenance and management of personnel files and employment verifications to be moved to Human Resources and for Human Resources to develop policies for access to those files by departments as needed to perform their core duties. The Hays County Budget Office, under the Hays County Budget Officer, shall have the authority to receive reports on timekeeping and paid leave from County offices and prepare payroll for timely disbursement by the County Treasurer. The Hays County Budget Office, under the Hays County Budget Officer, shall have the authority to prepare W-2s and 1095s as needed. The Auditor shall retain the responsibilities of preparing 1099s, auditing payroll, and other financial activities at the County, including the transfer of funds for the purpose of investment pursuant to Hays County's Investment Policy, and shall prepare any remaining investment reports from 2022. The Auditor may further define the process for her cosigning, which includes her authority to oversee the transfer of funds for investment.

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

NAY: Judge Becerra

4 - 1 Passed

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to adjourn court at 2:50 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MAY 30, 2023.



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

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Hays County Commissioners Court

Date: 06/20/2023

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the June 30, 2023 payroll disbursements in an amount not to exceed \$4,350,000 effective June 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/DORSETT

Summary





Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute an agreement between the Hays County Local Health Department and CureMD Inc. for the access and use of the CureMD Electronic Health Records software, approve a 25% deposit at Delivery of Software and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

The Hays County Local Health Department is currently working towards implementing an electronic health records system for the department. Access to this software will allow our Health Department to manage client medical records and appointments, eFax, lab connection to DSHS, set up mass clinic scheduling, and provide inventory management. The Health Department has participated in software demos with three different EHR providers, and have found that CureMD most meets the needs of our Health Department. There will be a one-time set-up fee of \$4,345 and a monthly cost of \$1,212. Funding for this has been identified in the FY23 Health Department Operating budget.

Fiscal Impact:

Amount Requested: \$7,981 (FY23)

\$14,544 annually

Line Item Number: 120-675-00.5429/.5718 400

Budget Office:

Source of Funds: Family Health Services Fund Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,636 - Increase Software Maint & License 120-675-00.5429 \$4,345 - Increase Software_Operating 120-675-00.5718_400

(\$7,981) - Decrease Office Rent 120-675-00.5472

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

CureMD 2 year Quote License & Services Agreement CureMD Support Policies

Client:	Hays County Local Health	Department			Phone:	(512) 393-5520	
Address:	401 Broadway St # A	City:	San Marcos		State:	TX 78666	
	•	•					
	Specialty Public Hea	lth	No. of Locations			1	
Cure MD	Product EMR & PM	Basic	No. of Providers			2	
CureMD EMR & PM	l Basic Package			QTY	Cost	Total	Term
First Provider				1	\$449	\$449	Monthly
Additional Provider				0	\$379	\$0	Monthly
Add. PT/Standing O	rders Provider			1	\$299	\$299	Monthly
, taa. 1 . , 5 tan am g 5				_	Ψ233	7 233	,
Basic Package inclu	des:						
_	mplate Library, Template Building a	nd Workflow Desi	ign and Customization				
Instructor led Online	e training - 5 Sessions per provider	2hrs/session					
SureScripts Gold Ce	rtified e-Rx - Paper, electronic and N	1ail Order					
Data Storage: 10gb	/provider free - Additional \$1/gb pe	r month					
Global Pay Credit Co	ard Payments - Transaction fees app	oly					
Clearing House - Un	limited EDI, ERA & Eligibility						
Optional							
					4-00	40	
	vel, Boarding & Lodging billed separ	rately)		0	\$799	\$0	One-time
	ation Registry Interface			1	\$750	\$750	One-time
Credentialing - Med	· · · · · · · · · · · · · · · · · · ·			2	\$250	\$500	One-time
	nent Installation - One Time			1	\$200	\$200	One-time
Inventory User Subs				1	\$99	\$99	Monthly
CPL Lab HL-7 Order				1	\$750	\$750	One-time
	ice Maintenance & Support			1	\$59	\$59	Monthly
Quest Lab Orders &	•			1	\$750	\$750	One-time
•	Maintenance & Support			1	\$59	\$59	Monthly
DHHS Lab Order & I				1	\$750	\$750	One-time
	Maintenance & Support			1	\$59	\$59	Monthly
EFT/Provider Enroll				1	\$395	\$395	One-time
	t /w/ Online Scheduler, Check-in, Su	ırvey		2	\$49	\$98	Monthly
eFax Set-Up Per Lin				2	\$125	\$250	One-time
·	udes 500 pages billed monthly (\$.10	/page extra)		2	\$45	\$90	Monthly
Pricing Summary							
One-Time Cost						\$4,345	
Monthly Cost	the Cotum O Imaginary to the Co					\$1,212	
•	nt for Setup & Implementation Serv	rices:				64.000	
25% Due at Deliver						\$1,389	
50% Due at Comple	tion of Staff Training:					\$2,779	

Monthly license subscription is subject to NY State sales tax for all NY State Clients as required by law. Tax will be calculated at invoice. By signing this proposal, you accept the CureMD license & services agreement available at https://www.curemd.com/LSA.pdf. All monthly subscription and collection fees are to be paid by paper check, ACH or automatic credit card EFT authorization. Term: 24 months. Initial contract payment must be received for project implementation to commence.

CureMD Authorized Signature

\$1,389

Balance Due at Go Live

	Client Authorized Signature	CureMD Authorized Signature
Е	y:	Ву:
١	lame:	Name:
[Date:	Date:





License and Services Agreement

This License and Services Agreement ("Agreement") is entered into between CureMD.com, Inc. ("**CureMD**"), and the individual or entity named in the Order Form ("**Licensee**"). By subscribing for access to, and use of, the Software (as defined below) and Third Party Services (as defined below), Licensee agrees to be bound by this Agreement.

- 1. **Definitions**. The definitions set forth below may be further defined and/or described in attached exhibits.
 - 1.1. "Authorized Users" means the Licensee and those employees, agents and independent contractors who are individually authorized by the Licensee and CureMD to have access to the Programs and Services and to whom CureMD has assigned a unique identifier for access to the Programs and Services.
 - 1.2. "Confidential Information" means CureMD Information and Materials, all confidential and business proprietary information of CureMD or Third Party Service provider disclosed in connection with the provision or receipt, as the case may be, of Services hereunder; provided, however, that the term "Confidential Information" does not include any information that (i) is or becomes a part of the public domain through no act or omission by Licensee; (ii) was in the Licensee's lawful possession prior to the disclosure and had not been obtained by the Licensee, either directly or indirectly, from CureMD; (iii) is lawfully disclosed to the Licensee by a third party without restriction on disclosure; (iv) is independently developed by the Licensee; or (v) is information deemed disclosable in compliance with the Texas Public Information Act.
 - 1.3. "CureMD Information and Materials" means all demonstration materials, documents, files, data, communications, emails, reports, analyses, Documentation and other materials prepared, created, transmitted or provided by, or on behalf of, CureMD to the Licensee and Authorized Users.
 - 1.4. "Data Storage" means disk space allocated for the storage of documents, images, scheduled reports and other files (including Licensee Data).
 - 1.5. "Documentation" means user and technical manuals, training and other documentation describing the Programs and Services features, functionalities, requirements and specifications as may be changed and communicated to the Licensee via the Programs and Services.
 - 1.6. "HIPAA" means Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
 - 1.7. "Implementation Services" means onboarding, training and other consulting services that may be provided by CureMD to the Licensee, as identified on an Order Form.
 - 1.8. "Licensee Data" means all information entered by Licensee into the Software or Third Party Services. For the avoidance of doubt, the term "Licensee Data" does not include any information that has been properly de-identified as contemplated by Section 8.6 hereof.
 - 1.9. "Non-Provider License" means a limited license for any personnel employed by or under contract with Licensee who does not have a National Provider Identifier ("NPI"), including but not limited to office managers, nurses, secretaries, or other administrative staff.
 - 1.10. "Order Form" means an order form or work order issued by CureMD and agreed to by Licensee pursuant to which Licensee subscribes to Programs or Services, including any addendum.
 - 1.11. "Programs and / or Services" means the Software, Services and / or Third Party Services.
 - 1.12. "Providers" means healthcare providers authorized to use the Programs or Services, each of whom shall be registered in the Order Form. Providers will be classified in accordance with the following:
 - 1.12.1 "Full Time Provider" means any provider that works more than 2 days a week and has a valid NPI employed by or under contract with Licensee to provide healthcare services.





- 1.12.2 "Part Time Provider" means any provider that works 2 days or less per week and has a valid NPI employed by or under contract with Licensee to provide healthcare services.
- 1.13. "Services" means Support Services, Implementation Services, Third Party Services and any other service purchased by Licensee (whether identified on an Order Form or otherwise contemplated by this Agreement).
- 1.14. "Software" means the computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled which is owned or licensed by CureMD in object code form, and that Licensee has subscribed to as set forth in an Order Form; provided, however, that the term "Software" does not include any Third Party Service.
- 1.15. "Subscription Fee" means the fee for subscribing to the Programs or Services as set forth in the Order Form inclusive of fees which may include other services offered as part of a package.
- 1.16. "Support Services" means those support services provided by CureMD pursuant to Section 17.
- 1.17. "Third Party Services" means any software, offering, product or functionality that Licensee uses (whether or not specifically subscribed for in an Order Form), but which is provided by an independent third party.
- 1.18. "Third Party Terms" means third party pass-through terms set forth in the Terms and Conditions Applicable to Third Party Services available at www.curemd.com/LSA-ThirdPartyTerms.pdf and incorporated by reference herein pursuant to which the Third Party Services are sublicensed to Licensee.
- 2. Right to Use Programs and Services. During the term of this Agreement, CureMD grants to Licensee a non-exclusive, non-transferable, limited license for Authorized Users to access and use the Programs and Services set forth in the Order Form. Licensee shall access the Programs and Services solely for Licensee's own internal business operations located and from within the United States of America or any U.S. territory. Licensee shall only access and use the Programs and Services for healthcare purposes and in accordance with applicable law.
 - 2.1. <u>Use of Software</u>. The Licensee acknowledges that the continued integrity of the Programs and Services and CureMD's performance of its obligations described in this Agreement are dependent upon Licensee's use of the Programs and Services in accordance with this Agreement and the Documentation.
 - In the event that CureMD or its Third Party Service providers grant Licensee permission to alter, modify or customize any of the Programs or Services, then Licensee assumes all liability for such altered, modified or customized Programs and Services. Licensee hereby acknowledges and agrees that CureMD and its Third Party Service providers disclaim all warranties, express and implied, regarding any Licensee-altered, customized or modified Programs and Services.
 - 2.2. Contractors. Licensee may permit third-party independent contractors ("Contractors") to access and use the Programs and Services only in accordance with the terms of this Agreement, provided that such access and use is pursuant to a written, binding agreement between Contractor and Licensee ("Contractor Agreement") that is at least as protective of CureMD's rights in and to the Programs and Services, CureMD Information and Materials, Confidential Information as this Agreement. Licensee shall ensure that each Contractor fully complies with its Contractor Agreement, and Licensee shall be liable to CureMD for any breach by Contractor thereof or this Agreement. LICENSEE ACKNOWLEDGES AND AGREES THAT CUREMD ASSUMES NO LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OR ACCESS BY THE CONTRACTOR OF THE PROGRAMS AND SERVICES. The Licensee will indemnify, defend and hold CureMD harmless for any loss, damages, penalty and injury whatsoever that may arise from the access or use of the Programs and Services by the Contractor.





2.3. Prohibited Uses. Licensee shall not, and shall not permit any third party to: (i) sublicense, copy, distribute, transmit, display, publish, assign, convey, modify, create derivative works from, derive specifications from, encumber, exhibit, alter, integrate, combine, translate, record, reverse engineer, decompile or disassemble or otherwise attempt to discover in any way whatsoever the Programs or Services or any source code, underlying ideas or algorithms, software or system thereto; (ii) alter, encumber, transfer, sell or lease the Programs or Services, or any Confidential Information, to any third party; (iii) allow any third party or unauthorized party to access or use the Programs or Services for any purpose; (iv) access or use the Programs or Services for third party training, commercial timesharing, software hosting, data processing services, services rental or service bureau use; (v) remove, deface, obscure, or alter Programs or Services' copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the Programs or Services; (vi) compromise the security or integrity of any data, equipment, software, or system input or output of the Programs or Services; (vii) use, reproduce, publish, or distribute content in connection with the Programs and Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; (viii) misuse the Services or use the Services for illegal purposes; (ix) use, or input any Licensee Data in, the Programs and Services or any part thereof for any unlawful, offensive purpose, or to mislead or harass anyone or transmit any libelous, abusive, threatening, harmful, obscene or otherwise objectionable material of any kind or nature; and (ix) conduct penetration testing.

Use of or access to the Programs and Services not in accordance with this Agreement is strictly prohibited. CureMD may limit or suspend permission to access or use the Programs and Services immediately if the terms of this Agreement are violated.

- 2.4. Professional Responsibility. The Licensee acknowledges and agrees that the Programs and Services, and CureMD Information and Materials are not intended to be used as diagnostic tools or to provide determinations. Information contained or entered therein in no way replaces or substitutes the professional judgment or skill of Licensee. Licensee and Authorized Users accept all risks arising from, and are solely responsible for, their professional, advisory, analytical and technical services including patient examination, diagnosis, prescription, treatment and personal injury or loss of life. Neither CureMD nor its Third Party Service providers assume any responsibility for actions of Licensee which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.
- 2.5. <u>Licensee Responsibilities</u>. Licensee shall be solely responsible for (i) ensuring that the Authorized Users' access and use of the Programs and Services are in accordance with this Agreement and Documentation; (ii) implementing and maintaining appropriate and adequate administrative, physical and technical safeguards in accordance with HIPAA, and securing its hardware, environment and software; (iii) safeguarding the confidentiality of Log-In Credentials (defined below) of the Licensee or its Authorized Users; (iv) obtaining access to the internet using software and hardware that meet CureMD's system requirements, including security requirements in accordance with the Documentation; and (v) obtaining and maintaining all applicable federal, state and local licenses.
- 2.6. <u>Licensee Responsibility for Licensee Hosted Version</u>. If the Licensee has licensed the Licensee Hosted Version of the Programs and Services, the Licensee shall be solely responsible for implementing adequate administrative, physical and technical safeguards in accordance with HIPAA to protect the information stored within the Licensee Hosted Version, including risk assessment and risk analysis. The Licensee will indemnify, defend and hold CureMD harmless for any loss, damages, penalty and injury that may arise from any loss, damage or corruption of data stored within the Licensee Hosted Version.
- 3. Ownership / Title. As between the parties, CureMD and Third Party Service providers retain all title and interest in any copyrights, patents, trade secrets, know-how and other proprietary rights of any kind in the Programs and Services, CureMD Information and Materials, CureMD Confidential Information, and all edits, improvements, additions, modifications, interfaces, ideas, advices, recommendations, any custom templates, change requests, documents or proposals and derivative works prepared from or relating thereto. Licensee does not acquire any rights, express or implied other than the limited rights as set forth in the Agreement.
- 4. <u>Monitoring; Access; Verification</u>. CureMD shall have the right to access and monitor use of the Programs and Services by Licensee to (i) operate and monitor the Programs and Services properly; (ii) protect itself or others; (iii) maintain accounting





records regarding the usage of the Programs and Services by the Licensee; (iv) verify the list of Authorized Users; and (v) retrieve usage patterns, behaviors, trends, error reports. This access to the Licensee's information will be strictly for the purposes mentioned herein, and in full compliance with HIPAA.

5. **Providers, Log-In Credentials**. Licensee may designate, or CureMD shall provide, user account names and / or passwords ("Log-In Credentials") for the Authorized Users. Licensee acquires no ownership rights to any Log-In Credentials, and Log-In Credentials may be revoked or changed at any time.

Licensee shall be liable and responsible for all activities conducted through, and any consequences arising from, the Log-In Credentials, whether or not such activities have been authorized by Licensee. Licensee will promptly notify CureMD if Log-In Credentials' confidentiality or use is compromised.

Licensee will, and CureMD may, terminate any Authorized User's access to Programs and Services (i) when an Authorized User ceases to perform work on behalf of Licensee; (ii) if an Authorized User breaches any term of this Agreement; or (iii) if CureMD reasonably determines that Authorized User's use or access adversely effects CureMD or the Programs and Services.

Licensee must have a minimum of one (1) Full Time Provider. If a Part-Time Provider increases the number of days worked, Licensee will be required to purchase a Full Time Provider license and pay the increase in license fees. All applicable fees will be retroactive.

6. Subscription Fees; Payment.

- 6.1. Subscription Fee. The Subscription Fees shall be determined on the basis of the number of Providers. The fees for one-time Services (e.g. set-up and Implementation Services) are due upon acceptance of any Order Form and prior to delivery of the applicable Service, unless otherwise stated in the Order Form.
- 6.2. <u>Payment Terms</u>. Beginning on the Effective Date (defined below), Licensee will pay Subscription Fee as specified in the Order Form in advance. Effective date of the Subscription Fee period shall be the day the Licensee accesses the CureMD implementation portal ("Effective Date"). All monthly or recurring Subscription Fees shall be invoiced monthly in advance. Changes to pricing will be in accordance with Section 28.10 of this Agreement.

Subscription Fees are payable in U.S. Dollars and shall be due and payable within thirty (30) days of receipt of invoice ("Due Date"). An administrative late charge computed in compliance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act).

Licensee acknowledges and agrees that there shall be no refunds for any reason under this Agreement for any service delivered or scheduled to be delivered whatsoever, including termination of this Agreement regardless of the cause of such termination.

- 6.3. <u>Suspension / Revocation of Access</u>. Licensee acknowledges that in the event that Subscription Fees are not paid within thirty (30) days of Due Date, CureMD shall have an additional right to convert Licensee's access to, and use of, the Programs and Services, to a limited read-only access until the delinquent Subscription Fees together with administrative late charge are paid to CureMD. CureMD further reserves the right to disable the Licensee's limited read-only access to the Programs and Services in case of continued default of payment within a period of fifteen (15) days thereafter.
- 6.4. <u>Invoice Disputes</u>. Licensee shall have twenty-one (21) days from receipt of an invoice to dispute any portion of the invoice and any dispute not raised in writing within such period is hereby irrevocably waived by Licensee. The parties shall work together in good faith to resolve any disputes within ten (10) days. The Licensee shall pay any amount that is no longer in dispute within ten (10) days after such dispute is resolved.
- 6.5. <u>Collections</u>. To the extent CureMD incurs any expenses in collecting (or seeking to collect) unpaid amounts due from Licensee under this Agreement (including, but not limited to, reasonable attorneys' fees), Licensee shall be liable for any such expenses, subject to extent permitted by applicable federal, state, and local laws and regulations.





- 6.6. <u>Addition / Removal of Providers</u>. If Licensee adds one or more Providers, the Licensee shall pay additional Subscription Fees, including any support and maintenance fees, calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the month in which the provider is added.
- 6.7. <u>Additional Products / Services</u>. CureMD may, upon mutual written agreement with the Licensee, charge additional fees for any additional products / services, Third Party Services and products, network access, connectivity solutions, subscription services, tools, knowledge bases, databases, and libraries, etc., not originally included in this Agreement and to which Licensee gains access.
- 6.8. Taxes. The fees listed in the Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on CureMD's net income. If CureMD is found to be responsible for the withholding and payment of taxes on behalf of Licensee, Licensee agrees to indemnify CureMD with respect to the full amount of taxes due, together with applicable interest and penalties. If Licensee is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to CureMD, net of all taxes, equals the amount invoiced or otherwise due.

7. Term and Termination.

- 7.1. Term. Subject to the termination rights set forth in the Agreement, Licensee's right to access and use the Programs and Services shall remain in effect for the initial term (and any renewal term) set forth in the Order Form. Upon the completion of the initial term, the parties may renew this Agreement upon mutual consent.
- 7.2. <u>Termination for Cause</u>. Either party may terminate the Agreement: (i) at any time upon sixty (60) days prior written notice, if the other party commits a material breach of this Agreement that remains uncured after sixty (60) days' written notice specifying the nature of the breach and identifying the measures required to correct the breach; (ii) to comply with any order issued or proposed to be issued by any governmental agency or court or with any provision of law or regulation; or (iii) if the other Party is involved in a violation of federal or state law or is excluded from participation in a federal or state health care program.

7.3. <u>Termination Rights</u>.

- 7.3.1 Either Party may terminate the Agreement immediately if the other party: (i) becomes insolvent, files for, or is subject to, bankruptcy, or comparable proceeding; or (ii) exposes such party to civil or criminal liability.
- 7.3.2 CureMD may terminate the Agreement immediately if (i): Licensee or its employees violate Section 2; (ii) uses obscene, offensive, threatening, or malicious language with such party's employees, officers, contractors, or agents; or (iii) there is any wrongful or unauthorized access to, or use of, the Programs or Services by Licensee or any other third party.
- 7.4. Non-Appropriation. In the event funds are not appropriated for this Agreement in any fiscal year by the Licensee, the Licensee shall promptly notify the other party in writing and may terminate this Agreement, effective October 1st of such fiscal year, without any penalties. The Licensee shall make reasonable efforts to mitigate any potential adverse effects of the non-appropriation. The Licensee shall be liable for any Programs and Services rendered up to the effective date of termination, subject to the terms and conditions of this Agreement.
- 7.5. <u>Audit</u>. CureMD shall have the right to monitor utilization of the Programs and Services by the Licensee. If CureMD determines that Licensee's use of the Programs and Services is above what is being invoiced for based on the representations of the Licensee, the Licensee will be responsible for additional applicable fees in accordance with this agreement retrospectively.

7.6. <u>Effect of Termination</u>.

7.6.1 Upon termination of the Agreement: (i) access to and use of the Software and Services shall be terminated; (ii) Licensee will immediately pay to CureMD all amounts due hereunder for all services rendered or agreed upon through the date of termination; and (iii) return and deliver to CureMD all CureMD Information and Materials and CureMD Confidential Information.





- 7.6.2 Termination of the Agreement shall not (i) relieve the Licensee from any liability that may have arisen prior to such termination; and (ii) limit either party from pursuing other remedies available to it, including injunctive relief.
- 7.7. <u>Early Termination</u>. In case Licensee requests termination prior to the completion of the initial term, or any renewal term, Licensee shall be liable for all past due payments along with a \$5,000 one-time cancellation fee per provider and \$100 per provider per month for the remaining months of the then current term, to cover internal and third party costs incurred by CureMD. Such fees shall not apply if this Agreement is terminated pursuant to Section 7.4 above.

8. Licensee Data.

- 8.1. Licensee represents and warrants to CureMD that (i) all data it provides to CureMD or that it selects in Programs and Services is accurate, complete and appropriate, and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects or approves; (iii) it and its personnel are duly authorized and qualified to enter and access such data; (iv) Licensee's access, use and disclosure of the Licensee Data complies with applicable federal, state and local laws and regulations; and (v) the Licensee Data does not infringe the intellectual property rights of any third party.
- 8.2. CureMD is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available through, the Programs and Services. Use of and access to Programs and Services, including, but not limited to, clinical information in Programs and Services, is at the sole risk and responsibility of Licensee and any practitioner or health care provider or facility. CureMD shall not be liable for any action or inaction of Licensee which may give rise to liability under the federal False Claims Act or any state version thereof.
- 8.3. The Licensee shall be solely responsible for affording individuals their rights with respect to the Licensee Data, such as the rights of access and amendment.
- 8.4. CureMD agrees to maintain the security of Licensee Data using industry-standard data security protocols, and other methods reasonably deemed to be adequate for secure business data. CureMD shall employ commercially reasonable precautions to prevent the loss of or alteration to Licensee Data, but CureMD does not guarantee against any such loss or alteration. The Licensee acknowledges that, while the Programs and Services will contain certain technical safeguards against misuse of the Programs and Services, it will rely to a substantial extent on the representations and undertakings of the Licensee and its workforce. CureMD is not and will not be, Licensee's official record keeper.
- 8.5. As between the parties, Licensee is the owner of all Licensee Data and all rights, title and interest therein, is and shall remain the exclusive property of Licensee; provided, however, that nothing herein shall prevent CureMD from using or disclosing such Licensee Data as may be required by law, or as otherwise permitted in this Agreement, including, without limitation, the Business Associate Addendum available at www.curemd.com/LSA-BAA.pdf.
- 8.6. Without limiting the foregoing, insofar as Licensee possesses the legal authority to do so, Licensee hereby authorizes CureMD and Third Party Service providers to use de-identified Licensee Data in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services, insofar as such Licensee Data may be lawfully used for such purposes; provided, however, that CureMD shall protect and maintain the confidentiality of all patient data. All de-identified information created by CureMD in compliance with the Agreement will belong exclusively to CureMD, provided that Licensee will not hereby be prevented from itself creating and using its own de-identified information.
- 9. **Return of Data**. Upon termination, at the Licensee's request and expense, CureMD shall make the copy of the Licensee Data available to the Licensee. Licensee must request Licensee Data within three (3) months of termination or expiration of this Agreement by paying the then applicable data extraction fees to CureMD. Upon any termination of the Agreement, CureMD shall have the right to maintain a copy of all Licensee Data in accordance with, and for the period of time it determines is required or permitted by, applicable law including HIPAA. The sole liability and responsibility as to the Licensee Data, including patient records, rests with the Licensee.





10. Data Migration Services.

- 10.1. <u>Data for Data Import</u>. Licensee understands that the quality of Licensee Data available in the Programs and Services depends on the quality of the data provided by the Licensee. CureMD is not responsible for: (i) the inability to perform or access data migration services due to improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software; (ii) any problems arising from third party software installed on the Licensee's hardware by CureMD's technicians, the Licensee, or other third party; (iii) lost data due to hardware failure, virus, spyware, corruption or any other situation; and (iv) the inability to access, or the delay in accessing, the Licensee Data due to Licensee's previous or pre-existing vendor or third party service provider.
- 10.2. <u>Representations</u>. CureMD does not make any representation concerning: (i) estimated completion dates, hours, or fees to provide the data migration services; (ii) performance or function of any product or system; (iii) the experiences or recommendations of other parties; or (iv) the results or savings the Licensee may achieve.
- 10.3. <u>Licensee Obligations</u>. The Licensee agrees to (a) provide all Licensee Data in an industry standard format regularly used by CureMD in the ordinary course of business; (b) designate an technically qualified authorized representative; (c) fully back up and secure all programs and data, including Licensee Data, residing on the Licensee's system prior to the performance of data migration services; (d) provide CureMD with necessary hardware / software and access to the Licensee's servers and/or their premises; (e) identify the format and media on which migrated data will be delivered; (f) refrain from entering new data during the performance of data migration services; (g) create a recovery plan to be followed in the event of any unforeseeable problems; and (h) execute the Licensee's test plan to ensure data integrity after completion of the data migration.
- 10.4. <u>Data Migration Limitations</u>. Licensee acknowledges that transferring Licensee Data in connection with the use of the Programs or Services is subject to the possibility of human and mechanical errors, omissions, and losses, including inadvertent loss of data, non-availability of technical support staff, incompatibilities in data formats, already-corrupted data, or damage to media that may give rise to loss or damage. Licensee is responsible to adopt reasonable measures to limit the impact of such problems. The Licensee acknowledges and agrees that the migration will be at its sole and exclusive risk and CureMD is not responsible for incorrect, missing, lost or corrupted data, installation, de-installation, use of, or inability to use the Licensee's computer equipment, hardware, peripherals, database, or the network as a result of the data migration services.

11. Indemnity by CureMD.

- 11.1. Indemnification. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT THE LICENSEE REQUIRING CUREMD TO ESTABLISH A SINKING FUND, CUREMD SHALL, SUBJECT TO THE LIMITATIONS ON ITS LIABILITY SET FORTH IN THIS AGREEMENT, INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSEE FROM AND AGAINST ANY ACTION AGAINST LICENSEE TO THE EXTENT THAT IT IS BASED SOLELY ON A CLAIM THAT THE USE OF THE SOFTWARE BY LICENSEE HAS INFRINGED AN INTELLECTUAL PROPERTY RIGHT AND THE USE OF SUCH PROGRAM IN SUCH MANNER IS PROHIBITED BY A COURT OF COMPETENT JURISDICTION (AN "IP CLAIM"), OR DIRECTLY ATTRIBUTABLE TO CUREMD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (A "NEGLIGENCE CLAIM", AND TOGETHER WITH IP CLAIM, EACH A "CLAIM").
- 11.2. Requirements. The indemnification obligations set forth in this section are subject to the following conditions: (i) Licensee shall give CureMD prompt written notice of any Claim within ten (10) business days of the receipt of the Claim; and (ii) Licensee shall reasonably cooperate with CureMD in the investigation, defense, and settlement of the Claim. Licensee further agrees to provide CureMD with available information and/or employees as CureMD may reasonably request in defending a Claim. Licensee shall not settle or compromise any Claim, and any such settlement or compromise shall be void as against CureMD and shall terminate CureMD's obligation to indemnify Licensee with respect to such Claim.
- 11.3. Exclusions. CureMD shall have no obligation to the extent a Claim is based upon: (i) use of any version of Programs or Services which are altered by, or at the request of Licensee, if infringement would have been avoided by a current, unaltered version; (ii) combination, operation, or use of the Program or Services with software and/or hardware not delivered by CureMD, if such infringement could have been avoided by not combining, operating, or using the program with such software and/or hardware; or (iii) infringement of intellectual property rights attributable to input of Licensee Data on the Programs or Services.





- 11.4. Remedial Measures. If the Software becomes, or may become, the subject of an IP Claim, then CureMD may, at its own expense and option: (i) procure for Licensee the right to continue use of the Software at no additional cost to Licensee for such right; (ii) replace the Software with a non-infringing product; (iii) modify the Software so that it becomes non-infringing; or (iv) immediately terminate Licensee's license to such Software. In the event of termination, CureMD shall have no liability to Licensee or any party concerning their use of such Software except to refund to Licensee a pro rata portion of the Subscription Fees, actually paid to CureMD.
- 11.5. Exclusive Remedy. The foregoing states curemd's entire liability and licensee's sole and exclusive remedies with respect to any infringement, alleged infringement, misappropriation of any intellectual property rights of any third party by the programs or services or any part thereof, or directly attributable to curemd's gross negligence or willful misconduct.
 - CureMD's indemnification obligations under this section shall not apply in the event that any of the losses are covered by Licensee's indemnification obligations set forth under this Agreement.
- 12. Indemnity by Licensee. THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUREMD, AND THIRD PARTY SERVICE PROVIDERS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS AND WITHOUT THE LICENSEE REQUIRING CUREMD TO ESTABLISH A SINKING FUND, FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES (INCLUDING BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES), DEMANDS, COSTS, PENALTIES, INJURIES, INTEREST, OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES AND COSTS) IN CONNECTION WITH THE LICENSEE'S OR ITS EMPLOYEES', OFFICERS', DIRECTORS', AGENTS' AND / OR CONTRACTORS': (I) USE OF THE PROGRAMS AND SERVICES, AND ALL INFORMATION CONTAINED THEREIN, INCLUDING LICENSEE DATA; (II) ACT, OMISSION (NEGLIGENT, WILLFUL OR OTHERWISE) OR BREACH OF ANY TERM OF THIS AGREEMENT; (III) ANY PERSONAL INJURY OR DEATH SUSTAINED BY AN INDIVIDUAL OR ANY THIRD PARTY, ALLEGED OR OTHERWISE; (IV) VIOLATION OF FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS; (V) USE OF PROGRAMS AND SERVICES NOT IN STRICT CONFORMANCE WITH DOCUMENTATION, WORKFLOWS OR FUNCTIONALITY BUILT INTO THE PROGRAMS; (VI) PROVISION OF PROFESSIONAL SERVICES, INCLUDING MEDICAL TREATMENT, DIAGNOSIS OR PRESCRIPTION; (VII) THE COMPLETENESS OR LACK THEREOF OF PRESCRIPTION BENEFIT OR MEDICATION HISTORY INFORMATION; (VIII) IMPROPER USE, OR INFRINGEMENT, OF THIRD PARTY SERVICES; (IX) SUSPENSION, TERMINATION OR CHANGE OF THE LICENSEE'S ACCESS TO PROGRAMS AND SERVICES; AND (X) ANY ERRORS OR INACCURACIES CONTAINED IN THE LICENSEE DATA AS DELIVERED BY LICENSEE TO CUREMD.

13. Warranty and Remedies.

- 13.1. <u>Software Warranty</u>. Subject to Licensee's compliance with this Agreement, CureMD represents and warrants that the Software will be free from material errors. This warranty shall apply for a period of thirty (30) days from the Effective Date. Any error not reported within such period will be deemed waived and accepted by Licensee.
- 13.2. <u>Data Migration Warranty</u>. Subject to Section 10 and Licensee's compliance with this Agreement, CureMD represents and warrants that the migration of data by CureMD will conform in all material respects with the written documentation provided by CureMD. This warranty shall apply until the earlier of (i) the expiration of five (5) business days from the date the data at issue is imported, or (ii) the date the database is first altered in any way by the Licensee. Any non-conformance not reported within such period will be deemed waived and accepted by Licensee.
- 13.3. Other Services Warranty. CureMD warrants that the Support Services, the Implementation Services and any other service set forth in an Order Form agreed to by Licensee (excluding services contemplated by Software Warranty and Data Migration Warranty) will be performed in a manner that is consistent with generally accepted industry standards for such Service. With respect to Implementation Services, CureMD does not guarantee any specific results, and the results Licensee may realize is primarily dependent on Licensee's ability to utilize and implement ideas, concepts, and practices presented in the Implementation Services. Any non-conformance not reported to CureMD by Licensee within ten (10) days of its discovery will be deemed waived and accepted by Licensee.
- 13.4. <u>Exclusive Remedies</u>. For any breach of the warranties contained herein, Licensee's exclusive remedy, and CureMD's entire liability, shall be as follows:





- 13.4.1 With respect to a breach of warranty set forth in 13.1, upon verification of the error, CureMD shall correct the error that caused CureMD to breach its warranty to Licensee.
- 13.4.2 With respect to a breach of warranty set forth in 13.2, upon verification of the error, CureMD shall, at its option, correct the database.
- 13.4.3 With respect to a breach of warranty set forth in 13.3, CureMD shall, at its option, re-perform the applicable Service.
- 14. <u>Disclaimer</u>. The warranties set forth in section 13 are exclusive and in lieu of all other warranties, whether express or implied, including warranties of merchantability, fitness for a particular purpose, usability, condition or operation thereof, title, compatibility, security, accuracy, availability, timeliness, completeness, adequacy and noninfringement or warranty arising out of course of performance, course of dealing or usage or trade, and licensee warrants that it has not relied on any representations, warranties, or statements of fact not specifically included in this agreement. Licensee acknowledges that the programs and services are provided "as is" and 'as available'.

CUREMD, OR ITS THIRD PARTY SERVICE PROVIDERS, DO NOT WARRANT THAT THE PROGRAMS OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-FREE, AND FREE OF VIRUSES OR ANY OTHER MALICIOUS CODE OR THAT ALL ERRORS WILL BE CORRECTED.

EXCEPT AS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL CUREMD, OR ITS THIRD PARTY SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR LOSS OF USE, OR ANY OTHER FINANCIAL CLAIM FOR DAMAGES, HARDSHIP, OR FAILURE OF DELIVERY, THE COST OF DELAY, PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, ALTERATION, THEFT, DESTRUCTION OR CORRUPTION OF DATA, ANY INABILITY TO RECORD, ACCESS OR RESTORE DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, OR THE USE OF PROGRAMS OR SERVICES OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE, OR COST OF COVER SUFFERED BY THE LICENSEE OR BY ANY THIRD PARTY, WHETHER IN AN ACTION IN BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

CUREMD ASSUMES NO LIABILITY FOR THE CONSEQUENCES TO THE LICENSEE OR ITS PATIENTS ARISING OUT OF OR RELATING TO THE LICENSEE'S USE OF THE PROGRAMS OR SERVICES. THE LICENSEE ACKNOWLEDGES THAT CUREMD HAS NO CONTROL OF OR RESPONSIBILITY FOR THE LICENSEE'S USE OF THE PROGRAMS OR SERVICES OR THE CONTENT PROVIDED THEREON AND HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY THE LICENSEE TO THE SERVICE.

CUREMD DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICES.

15. <u>Limitation of Liability</u>. CureMD's cumulative, aggregate total liability in any way or in any degree under the Agreement shall be limited to the coverage explicitly provided by its insurance. Under no circumstances shall CureMD's liability exceed the actual amounts covered by CureMD's insurance policy; provided that such liability shall arise solely and directly as a result of CureMD's own acts. Licensee hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

This section sets forth the full extent of CureMD's liability for damages resulting from this Agreement and the Programs and Services, regardless of the form in which such liability of claim for damages may be asserted. The provisions of the Agreement allocate the risks between CureMD and Licensee. The parties agree that CureMD's pricing and other terms and conditions of the Agreement reflect the allocation of risk and the limitation of liability specified herein, and Licensee acknowledges that without such limitation on liability CureMD would not have entered into this Agreement.

16. Service Level Guarantee. CureMD guarantees to have the Licensee's access available through internet access 99% of the





time in any given month. In the event that the Licensee's access is not available for 99%, CureMD will credit the following month's Subscription Fee as follows:

Monthly Uptime Percentage	Credit
95% to 98.9%	10%
90% to 94.9%	20%
89.9% or below	50%

Such credit shall be retroactive and calculated against 24 hours a day in a calendar month. In order for the Licensee to receive a credit on the Licensee's account, the Licensee must request such credit within seven (7) days after the Licensee experienced the down time by sending an e-mail to support@curemd.com. The body of the message must contain the Licensee's account number, the dates and times of the unavailability, Licensee identification requested by CureMD and sufficient detail for CureMD to validate the unavailability. Credits will usually be applied within sixty (60) days of the Licensee's credit request. This Service Level Guarantees and credits are subject to Force Majeure Clause hereof, as well as availability of Software and access capability at the time of outage. This guarantee applies to Licensees in good financial standing with CureMD at the time of a service outage. CureMD retains sole discretionary power when determining whether or not this guarantee has been met.

The issuance of credits to the Licensee hereunder shall be the Licensee's sole and exclusive remedy for any claim and the Licensee hereby waive the right of any action, legal or otherwise, against CureMD by accepting the applicability of the service level credits to any claims the Licensee might have relating to the quality of service hereunder.

17. <u>Support</u>. Subject to Licensee's compliance with this Agreement, CureMD will provide telephone and online Support Services during business hours, which are 7:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays (the "Business Hours"). Extended Support Services shall be available at the request of the Licensee at the rate of \$250 per two hours slots. CureMD is not responsible for issues related to Licensee's computer or internal / external network.

18. Implementation and Data Migration Services; Abandonment.

- 18.1. Trainings provided are billed at a standard rate for each day. If the number of hours required for Implementation Services during a calendar day exceeds 8 hours, each hour will be billed at then-current after-hours consulting rates. For on-site training, Licensee shall be responsible for all travel, boarding and lodging and reasonable business expenses.
- 18.2. All Implementation Services and data migration services must be utilized by Licensee within 90 days from the date on the Order Form, unless extended through mutual agreement of the Parties. Failure to utilize these services within such period, will result in these services being considered as delivered and no refund or other compensation shall be issued by CureMD (except in those cases where the failure to utilize or provide such services is a result of CureMD's negligence or wilful misconduct).
- 18.3. As part of Implementation Services, Licensee hereby authorizes CureMD to complete and execute any electronic signatures on behalf of Licensee for the sole purpose of facilitating electronic data interchange ("EDI") between Licensee and payors. In addition, Licensee hereby ratifies any prior electronic signatures executed by CureMD on behalf of Licensee for the sole purpose of EDI. Licensee represents and warrants that it has the actual authority to permit CureMD to complete and execute such EDI submissions on behalf of Licensee.
- 18.4. The Licenses shall notify CureMD if due to reasons of infirmity or sickness the Licensee, or any Provider, is unable to continue the use of the Programs and Services. Upon the request of the Licensee, and at CureMD's sole discretion, CureMD may place the Licensee's account on hold for a maximum period of six (6) months.
- 18.5. In the event Licensee due to inactivity or unresponsiveness fails to communicate with CureMD for a period of six





- (6) months, the Licensee shall be considered dormant and automatically released from this Agreement. All payments made by the Licensee shall be forfeited. Licensee shall be responsible for all fees incurred. Licensee may resume access to the Programs and Services subject to applicable charges.
- 19. **Data Storage**. Unless otherwise set forth on an Order Form, each Provider is allowed 10 gigabytes of Data Storage. Additional Data Storage will be billed at in increments of \$10 per 10 gigabytes per provider per month.

20. Third Party Services.

20.1. Third Party Terms. The Programs and Services include sub-licensed third party software and services which may be used solely with, or as part of, the Programs and Services and for no other purpose. The terms applicable to the Licensee's access and use of such software and services are set forth in the Third Party Terms available at www.curemd.com/LSA-ThirdPartyTerms.pdf.

Notwithstanding the foregoing, such third party software and services may, in addition to the terms and conditions set forth herein, require the Licensee to enter into separate agreements with the respective third party vendors. The Licensee agrees to execute such agreements as may be required for the use of such third party software or services.

- 20.2. <u>Disclaimer</u>. CureMD uses unrelated third parties to provide the Third Party Services, and the availability and accuracy of such Third Party Services is not within CureMD's control. Licensee hereby waives any and all claims which Licensee may have against CureMD in connection with the Third Party Services and CureMD waives all liability directly caused by the negligence, conduct or misconduct of Third Party Services. The Licensee understands and acknowledges that the provision of Third Party Services is dependent on continuing contractual relationship between CureMD and Third Party Service providers.
- 20.3. Sublicense. As applicable in connection with Programs or Services, CureMD hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable and royalty-free sublicense to the Third Party Services subject to the Third Party Terms. CureMD reserves the right to modify the Third Party Terms in the event CureMD adds or replaces Third Party Services or as required in connection with changes to the third party license agreements for Third Party Services. CureMD agrees to use commercially reasonable efforts to post the current Third Party Terms on Software and notify Licensee through an alert on Software when CureMD has posted revised Third Party Terms. All sublicenses granted hereunder are solely for Licensee's use in connection with Programs or Services and will terminate on the earlier of expiration or termination of (i) this Agreement or (ii) the applicable agreement between CureMD and Third Party Service provider.
- 20.4. <u>Third Party Beneficiaries</u>. Providers of Third Party Services shall be third party beneficiaries to this Agreement with respect to the services provided to Licensee.
- 21. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of disclosing party ("Disclosing Party"). The receiving party ("Receiving Party") will not disclose the Confidential Information of Disclosing Party except for the provision or utilization of the Programs and Services and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of Disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care and shall, in addition, take such actions as are required under this Agreement or shall be reasonably specified by Disclosing Party in a written notice to the Receiving Party. Receiving Party will limit access of Confidential Information to its affiliates, employees and authorized representatives with a need to know and will enter into confidentiality agreements with terms similar to those mentioned in this section. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of Disclosing Party to the extent necessary (i) to comply with any law, rule, regulation, or ruling applicable to it, including any applicable freedom of information acts or sunshine acts, and (ii) to respond to any summons or subpoena or in connection with any litigation; provided that, immediately upon receiving any such request and to the extent that it may legally do so, Receiving Party advises Disclosing Party of the request prior to making such disclosure in order that Disclosing Party may interpose an objection to such disclosure, seek an appropriate protective order, or take any other action it deems appropriate to protect the Confidential Information. The parties acknowledge that this Agreement is subject to all applicable federal, state, and local laws and regulations, including those related to freedom of information and sunshine acts, as applicable to the Licensee.





Upon the request of Disclosing Party, Receiving Party shall return or destroy all Confidential Information, including copies within ten (10) days of such request. If the Receiving Party is unable to destroy any such Confidential Information, it must remove any part containing references to the Confidential Information. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction or return within ten (10) days thereafter.

Nothing contained herein shall be construed as granting or conferring any rights, license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products. Licensee agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product/service.

Receiving Party agrees that Disclosing Party will suffer irreparable harm if Receiving Party fails to comply with its obligations set forth in this Section 21, and that monetary damages will be inadequate to compensate Disclosing Party for any such breach. Accordingly, Receiving Party agrees that Disclosing Party will, in addition to any other remedies available at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof as well as seek specific performance, immediately and without the necessity of posting a bond.

- 22. <u>Trademarks and Publicity</u>. Except for linking to CureMD websites, Licensee may not use any CureMD logo or trademark, whether or not such mark are registered, in any form whatsoever without prior written approval from CureMD. CureMD may publicly refer to the Licensee, orally and in writing, as a customer of CureMD and may also use Licensee's trademark or logo for this purpose. Any other reference to Licensee by CureMD requires the written consent of Licensee.
- 23. **Governing Law and Dispute Resolution**. The Agreement will be governed by the laws of the State of Texas,. In such cases, the Agreement will be governed by the laws of the jurisdiction where the public entity is located ("Preferred Jurisdiction"). Any controversy or claim arising out of or relating to the Agreement or breach thereof, with the sole exception of Licensee invoice disputes which are governed by Section 6.4, shall be submitted to the following procedure: (i) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises; (ii) if no resolution is reached within sixty (60) days of the settlement conference, the parties will submit the dispute to non-binding mediation in Hays County, Texas; and (iii) if no settlement is reached within sixty (60) days of the start of mediation, either party may seek legal redress in the federal and state courts located within the jurisdiction of Hays County, Texas.
- 24. <u>Insurance</u>. The Licensee shall obtain and maintain such policies of, general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in the Licensee's business covering the duration of this Agreement. Such insurance shall be in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.
- 25. **Notices**. Licensee agrees to notify CureMD of any changes to Licensee's business address, business contact, and support contact within ten (10) days of any change thereto. All notices required or permitted hereunder shall be given in writing or as specifically set forth in the applicable section of the Agreement.
- 26. <u>U.S. Government</u>. The Software and accompanying documentation are commercial computer software and documentation developed exclusively at private expense and in all respects are proprietary data belonging to CureMD. If the Software and accompanying documentation are used under the terms of a DoD or civilian agency contract, the use, reproduction and disclosure of such software and documentation by the Government is subject to the restrictions set forth in the Agreement in accordance with 48 C.F.R. 227.7202 or 48 C.F.R. 12.212, respectively.
- 27. Non-solicitation. During the term of the Agreement and for twelve (12) months thereafter, neither party shall, alone or in association with others, solicit any employee or contractor of the other party to terminate its employment or contracting relationship with the other party or its subsidiaries. Nothing herein shall preclude either party from hiring employees or contractors of the other party to the extent such employees or contractors respond, without any solicitation by or on behalf of the hiring party, to advertisements or job openings published or otherwise made generally available to the public by the hiring party.





28. Misc. / General.

- 28.1. <u>Time-Bar</u>. Except for actions for nonpayment or breach of CureMD's proprietary rights in the Software, no action, regardless of form, arising out of the Agreement may be brought by either party more than six months after the cause of action has accrued.
- 28.2. <u>Call Monitor and Recording</u>. Licensee acknowledges and agrees that calls to and from CureMD may be monitored or recorded.
- 28.3. <u>Legal Advice</u>. Licensee's use of the Programs or Services, or any CureMD Information and Materials, templates, Documentation, forms or other documents made available to Licensee in no way constitutes the provision of legal advice from CureMD to Licensee.
- 28.4. <u>Waiver</u>. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other, or subsequent, default or breach.
- 28.5. <u>Entire Agreement</u>. The Agreement, any Order Form along with exhibits constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of the Agreement. Any representations, promises or inducements oral or written not embodied in this Agreement, must be in writing and signed as part of an Addendum to this Agreement.
- 28.6. <u>Assignment</u>. CureMD may assign this Agreement or any rights or obligations under the Agreement to a third party with prior written consent of Licensee. Except as provided for hereunder, Licensee may not assign the Agreement or any rights or obligations hereunder without the prior written consent of CureMD; any such assignment without the prior consent of CureMD shall be void. CureMD may use subcontractors to perform Services under this Agreement; provided, however, that such subcontracting shall not relieve CureMD from responsibility for performance of its duties hereunder.
- 28.7. <u>Third Party Beneficiaries</u>. Except as provided for under this Agreement, CureMD has no obligation to any third party by virtue of this Agreement, including any patient of any Licensee.
- 28.8. <u>Severability</u>. If any of the provisions of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the fullest extent possible, the economic, business and other purposes of the Agreement.
- 28.9. <u>Survival</u>. Licensee's rights under this Agreement will terminate automatically if Licensee breaches any terms of this Agreement. All sections that contemplate survival will survive any termination of this Agreement.
- 28.10. Modification. Notwithstanding the provisions of Section 20.3, CureMD may modify or amend the terms and pricing of the Agreement or any incorporated Order Form, upon written notice, e-mail or otherwise, to Licensee. Following any such notification, Licensee shall have the right for a period of thirty (30) days from receipt to inform CureMD in writing that it does not accept the modification or amendment of the Agreement. If Licensee does not notify CureMD in writing that it does not accept such modification or amendment within such thirty (30) day period, and continues to access and use the Software and/or receive the Services, this shall be deemed agreement by the Licensee to the modification or amendment. If Licensee properly notifies CureMD that it does not accept the new terms within the thirty (30) day period, then Licensee may continue to access and use the Programs and Services under the original terms and pricing of the Agreement until the end of Licensee's then-current term, at which time the Agreement, and Licensee's access to and use of the Software and its receipt of Services shall terminate.
- 28.11. <u>Force Majeure</u>. Neither party is liable under this Agreement for non-performance caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, strikes or other labor disputes, riots, or other acts of civil disorder or any other events, conditions or causes beyond such party's reasonable control.
- 28.12. <u>Electronic Signature</u>. Licensee expressly agrees not to contest the validity of any electronic signature because the signature is performed electronically.
- 29. Additional Products / Services Addenda. Additional Products / Services may subject to the acceptance of additional terms





and conditions by the Licensee. The below table lists the terms and conditions governing the use and access of the respective Additional Products / Services.

Exhibit	Link
Revenue Cycle Management	www.curemd.com/LSA-RCM.pdf
<u>CureConfirm</u>	www.curemd.com/LSA-CureConfirm.pdf
<u>E-Fax</u>	www.curemd.com/LSA-E-Fax.pdf
Medical Transcription	www.curemd.com/LSA-MedicalTranscriptionServices.pdf
Chronic Care Management	www.curemd.com/LSA-CCMServices.pdf
<u>Credential Services</u>	www.curemd.com/LSA-Credentialing.pdf





Support Policies and Escalation Procedures



Confidentiality and Proprietary Rights

This document is the confidential property of CureMD.com Inc. It is furnished under an agreement with CureMD.com Inc., and may only be used in accordance with the terms of that agreement. The use of this document is restricted to customers of CureMD.com Inc., and their employees. The user of this document agrees to protect the CureMD.com Inc., proprietary rights as expressed herein. The user further agrees not to permit access to this document by any person for any purpose other than as an aid in the use of the associated system. In no case will this document be examined for the purpose of copying any portion of the system described herein or to design another system to accomplish similar results. This document or portions of it may not be copied without written permission from CureMD.Com Inc., The information in this document is subject to change without notice.

Trademarks

CureMDTM, Right RemitTM, Auto NoteTM, CureMD WorkflowTM, are registered and/ or trademarks of CureMD.com Inc.,. All other brand and product names are trademarks or registered trademarks of their respective companies.

Purpose of this Document

This document provides important information on the Support Policies and Escalation Procedures implemented by CureMD to ensure seamless application availability and resolve any issues that may arise.



Introduction

CureMD believes that having your business is both a privilege and a responsibility. We hope to maintain that business by providing you with solutions to your information technology problems. We also recognize that in order to enable you to concentrate on your core business issues, it is crucial that we provide world class information technology services that complement our healthcare information system solutions.

The intent of software support is to provide you with the quality software support and services you need. Our vision is to achieve a level of support excellence that exceeds your expectations and differentiates CureMD in the marketplace by providing:

- Rapid response to your requests
- Fast relief to high impact problems
- Timely problem resolution
- High quality fixes and information
- Up-to-date service and installation information.

We are committed to achieving the highest level of customer satisfaction in the industry, with quality focused programs designed to provide services that enhance and maximize the use of CureMD products. As your solutions partner, we are dedicated to enabling your success.

The CureMD Advantage

When you buy a CureMD solution, you become part of an exclusive club where all members are cherished and valued for their relationship with us. We ensure our eager support services continue to make you feel pampered and help you get the most of your software solution. To achieve this, a dedicated Account Manager and a Service Delivery Manager is assigned solely to your account. These individuals serve as your advocates here at CureMD and ensure that all your queries are addressed with the utmost urgency. The Account Manager and the Service Delivery Manager both will be assigned to you prior to your *Go-Live* date and an introductory meeting will be held to introduce them to your team.

Our Experience

CureMD is the leading provider of innovative health information management solutions that transform the administrative and clinical operations of healthcare organizations of all sizes. We have been successfully supporting thousands of doctors and their administrative staff for over 13 years. Our 100% customer retention rate speaks volumes of our support services. We utilize industry best practices and advanced support tools to help provide our clients the quality of support they expect.



Support Infrastructure

CureMD's software support organization is a global network of centers with expertise across our broad product portfolio. The organization is made up of teams of individuals that work together to provide you with the responsive software support that you require. Our worldwide centers are structured to provide you with local language access in most major countries and with the skills to help you identify the source of your problem amongst the products for which you have purchased support. For complex problems, we have specialized, skilled product teams with access to the experts in our Research and Development Centre, as required. Therefore, you have access to the right level of CureMD expertise when you need it -- no matter where they are located.

CureMD's support engineers are highly skilled, motivated, energetic, and eager to solve your software problems or answer your questions. Our goal is to ensure your satisfaction each time you need to call on us for support by:

- responding to your calls within targeted guidelines
- providing ongoing communication regarding your problem status through problem resolution
- taking ownership of your call for support
- providing a defined escalation process when management assistance is needed
- maintaining our commitment to continuous improvement of our service processes

Support @ Your Doorstep

Included in the acquisition of CureMD's Custom Healthcare Software is an enhanced level of support named "Support @ Your Doorstep". It is designed to provide comprehensive, high quality remote technical support to your Information Systems (IS) organization. Remote technical support allows you to obtain assistance from CureMD for product-specific, task-oriented questions regarding the operation of your CureMD software products. Our support teams utilize remote access tools including Citrix ® GoToMeeting and Microsoft ® WebEx to connect directly to any computer on-site and address specific issues.



Support Methodology

In order to understand and resolve customer software support service in the most expedient way possible it is important that our customers follow these steps before contacting a software support center. They need to gather information about the problem and have it on hand when discussing the situation with the software specialist. The following steps are an example of what is required:

Define the Problem

Being able to articulate the problem and symptoms before contacting software support will expedite the problem solving process. It is very important that our customers are as specific as possible in explaining a problem or question to our software specialists. Our specialists want to be sure that they provide you with exactly the right solution so, the better they understand your specific problem scenario, the better they are able to resolve it.

Gather Background Information

To effectively and efficiently solve a problem, the software specialist needs to have all of the relevant information about the problem. Being able to answer the following questions will help us in our efforts in resolving your software problem:

- What module(s) of the software were running when the problem occurred?
- Has the problem happened before, or is this an isolated problem?
- What steps led to the failure?
- Can the problem be recreated? If so, what steps are required?
- Have any changes been made to the system? (hardware or software)
- Were any messages or other diagnostic information produced? If yes, what were they?
- It is often helpful to have a printout of the message number(s) of any messages received when you place the call for support.

Gather Relevant Diagnostic Information

It is often necessary that our software support specialists analyze specific diagnostic information, such as server logs, traces, etc., in order to resolve your problem. Gathering this information is often the most critical step in resolving customer problem. Module specific diagnostic documentation can be very helpful in identifying what information is typically required to resolve problems.



Determine Business Impact

Customers are required to assign a severity level to the problem when they report it. A description of the severity levels is in the following table.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financia	al exposure		
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage	The application	The application	The application
The application failure causes the Client to be unable to work or perform some significant portion of their job.	The application failure causes the Client to be unable to work or perform some significant portion of their job.	The application failure causes the Client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the Client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Clients Af	fected		
The application failure affects a large number of Clients.	The application failure affects a large number of Clients.	The application failure affects a small number of Clients.	The application failure may only affect one or two Clients.
Workaround [This bull Severity 1 and 2.]	let carries the heavies	t weighting of the chai	racteristics for
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within two hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time	T .	T .	
The maximum acceptable resolution time is	The maximum acceptable resolution time is	The maximum acceptable resolution time is	The maximum acceptable resolution time is



Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
48 continuous hours, after initial response time.	seven business days.	30 business days.	90 calendar days.

When speaking with a software support specialist, our customers are encouraged to mention the following items if they apply to their unique situation:

- you are under business deadline pressure
- your availability (i.e. when you will be able to work with CureMD Software Support)
- you can be reached at more than one phone number
- you can designate a knowledgeable alternate contact with whom we can speak
- you have other open problems with CureMD regarding this service request
- you have researched this situation prior to calling CureMD and have detailed information or documentation to provide for the problem.



Support Request Process

Call Handling

Customers may submit request for assistance by using Web problem submission tool(s) or by contacting CureMD directly by telephone, fax or email. These requests are logged into the CureMD Issue Tracking system.

Once logged, a unique Case ID is created. Customers are required to make note of this Case ID and use it in any future communication on this issue with the support center. Once registered each support case is routed to a resolution team for handling. Customers may be transferred directly to the resolution team or your issue will be placed in a queue for call back. In either case, the next person they speak with will be a specialist in the appropriate resolution team.

At the resolution team level customer call is researched, resolved, or escalated as appropriate. Due to the level of specialization required to maintain superior technical expertise at the team level, it is sometimes necessary to involve more than one support team in resolving a particular software problem. This is easily handled, as our support teams are all networked together and work as one to resolve whatever problems or issues arise.

In order to investigate the issue, CureMD may need to access information on your system relative to the failure, or may need to recreate the failure to get additional information.

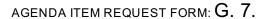
Code Defect Handling

If CureMD determines that a software defect has been identified a Change Control Board Report (CCBR) will be created which describes the problem in detail, along with any necessary diagnostic documentation that our customers provide. Because of the complexities of the software, CCBRs will often take several days, to debug and to write, test, package and distribute a fix. For high impact problems, CureMD Software Support will make every effort to develop a bypass or workaround that can be used until the CCBR has been resolved. Code fixes for CureMD products may be distributed via software subscriptions, service packages or in a future release of the product.

Escalation Procedures

We believe CureMD Support is "Best of Breed." If at any point in our service process, if our customers feel we are not meeting our commitments, they may call our attention to this problem by asking to speak with your Project Manager or by calling your Account Manager or Service Delivery Manager. Escalations to a CureMD manager will receive prompt attention and management focus. The Manager will work with our technical staff to ensure your request is handled appropriately.

Practice without Boundaries





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Andrew Cable

Sponsor: Commissioner Shell

Agenda Item:

Accept new terms and conditions from Security One, Inc. related to security camera's and equipment for the Justice of the Peace Precinct 3 Office utilizing the Justice Court Building Security Fund. SHELL/CABLE

Summary:

On November 15, 2022, the Commissioners Court approved the purchase of a new network video recorder (NVR) with two additional cameras and panic buttons be installed for increased security measures in the precinct 3 building. The new quote has revised terms and conditions as approved by General Counsel.

Fiscal Impact:

Amount Requested: \$5,243.62

Line Item Number: 110-628-00.5719 700

Budget Office:

Source of Funds: Justice Court Building Security Fund

Budget Amendment Required Y/N?: No

Comments: Budget was amended during the 11/15/22 court action.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Purchasing wavier for three quotes G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

Security One - Updated Quote Security One - Updated Quote

SECURITY ONE INC.

716 W. Byrd Blvd. Universal City, Texas 78148 (210) 341-8900

PROPOSAL



NAME	Hays County PCT3	PHONE 512	2-847-5532	
ADDRE	200 Still Water	, , , , , , , , , , , , , , , , , , ,		
CITY	Wimberley	_{TEXAS} 786	76	
ACCT#	Camera System _{CSID:}		✓ Tax Exempt?	
DATE: This pr	March 2, 2023 coposal is valid for 60 days from above date.	CHARG		CHARGABLE
	DESCRIPTION (OF WORK		
towards Comput	is as follows 1 Camera by windows in Tax Office facing Countries the entry doors. The NVR will be connected onto custom ters as needed. We will provide any training needed for providing this quote a 50% deposit will be due an term of the factor of the	ers Internet to set oper use of the sy d balance when th	up to view on any Mob estem. ne job is complete	ile Devices or
QTY	MATERIAL		UNIT PRICE	EXTENDED
· 1	16 Channel NVR with 10 TB Hard Drive		\$5,243.62	\$5,243.62
2	4 MP - IP Camera			\$0.00
2	Camera Back Box			\$0.00
1	Wire and Hardware			\$0.00
2	2 Techs / 1 Day			\$0.00
				\$0.00
			1	\$0.00
				\$0.00 \$0.00
	are that there are details on the reverse side. I also ackno		TOTAL MATERIALS	
unless I s required	are that there are details on the reverse side. I also ackno select a back up form of communication (such as a GSM) for this system at all times. I accept this proposal as writtens, if any:	a phone line is	TOTAL MATERIALS TAX	\$0.00

Customer Acceptance

Security One, Inc

- 1. INSTALLATION: 1.1 The customer agrees to have the system installed by The Company. 1.2 The Company agrees to furnish all of the material and labor necessary for the installation.
- 2. PRICE, PAYMENT, AND OWNERSHIP: 2.1 The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. 2.2 Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. 2.3 All equipment is leased to The Customer unless otherwise noted on the front of this document. 2.4 All purchased equipment remains the property of The Company until paid in full.
- 3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all of this agreement.
- **4. WARRANTY:** The Company hereby warrants that all of the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.
- 5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.
- **6. ACCEPTANCE OF INSTALLATION:** Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.
- 7. COMPANY'S RIGHT TO FILÉ MECHANÍC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.
- 8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.
- 9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed. Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

- (a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and
- (b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

SECURITY ONE INC.

716 W. Byrd Blvd Universal City, Texas 78148 (210) 341-8900

2023
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PROPOSAL

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SECURITY ONE INC.

716 W. Byrd Blvd Universal City, Texas 78148 (210) 341-8900



ALARM SYSTEM MONITORING AGREEMENT

This agreement is made between, Hays County Constable Pct. 3 200 Still Water
hereafter called The Customer, and SECURITY ONE, INC., hereafter called The Company, on 6/5/2023
1. SERVICES PROVIDED
MONITORING SERVICE With:
With Extended Warranty Plan (Refer to Section 5 for terms and limitations)
With Comprehensive Extended Warranty Plan (Refer to Section 6 for terms and limitations)
SEE SECTIONS 4, 5 AND 6 FOR DEFINITION AND LIMITATIONS OF WARRANTY PLANS.
SEE SEE TOTAL OF THE STATE OF THE SEE SEE SEE SEE SEE SEE SEE SEE SEE S
2. MONTHLY FEE, GOVERNMENT ASSESSMENTS
(A) The Customer agrees to pay a monthly fee of \$51.95, (Customer Initials) which shall begin on the day the
The System is activated. All subsequent monthly fees shall be payable on the first day of the month.
(B) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body. 3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE
(A) This agreement shall remain in full force and effect for a term of 36 months (Customer Initials) from the date of this
agreement. Either party may terminate the agreement at any time with a 30-day written notice to the other party.
(B) In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining
payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion,
terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer. 4. LIMITED WARRANTY ON SYSTEM
In the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer
for a period of one year from date of system activation. The Company will repair or replace any defective part of The System during
normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee
This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical
surge, damage to the System by animals or battery replacement after one year or any devices that are exposed to the elements. A
nominal Trip Charge will be assessed on all site visits after the system has been installed for one year. A Travel Surcharge shall appl from date of System installation to all site visits outside of the Normal Service Area (defined as more than 50 miles from the Alamo
according to Google Maps).
5. EXTENDED LIMITED WARRANTY
If the customer has selected the Extended Limited Warranty protection plan and in the event that any part of the system becomes
defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by th Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System
during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service
call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft,
electrical surge, damage to the system by animals, battery replacement after one year, devices which are beyond End of Life as
specified by the manufacturer and all devices that are exposed to the elements. A nominal Trip Charge will be assessed on all site
visits after the system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visit
outside of the Normal Service Area (defined as more than 50 miles from the Alamo according to Google Maps). 6. COMPREHENSIVE EXTENDED LIMITED WARRANTY
If the customer has selected the Comprehensive Extended Limited Warranty protection plan and in the event that any part of the
system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being
monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of
The System during normal working hours. Service calls at times other than normal business hours will be charged the company's
normal service call fee. This warranty does not include alterations to the protected premises, misuse or abuse of the System, theft or any devices that are exposed to the elements. Under the Comprehensive Extended Warranty, Acts of Nature, battery replacement and
damage to the system by animals, devices which are beyond End of Life as specified by the manufacturer ARE COVERED and no
Trip Charge will be assessed on any site visit. A Travel Surcharge shall apply from date of System installation to all site visits outside
of the Normal Service Area (defined as more than 50 miles from the Alamo according to Google Maps).
7. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM
The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees
required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees
due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of
deprogramming it.
8. OWNERSHIP OF THE SYSTEM
It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services
performed under this agreement.
9. MECHANIC'S LIEN The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement,
The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.
10. NOTICE TO CUSTOMERS
By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal
attached hereto.

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11. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees. _____ (Customer Initials)
12. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause may continue. (Customer Initials)

13, SIGNAL TRANSMISSION

DIGITAL COMMUNICATOR - The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility. (Customer Initials)

14. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

15. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, it's agents, servants, or employees.

16. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

- (A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:
- 1) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.
- 2) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.
- 3) The inability to ascertain what portion, if any, or any loss would be proximately caused by the Company's failure to perform or its equipment to
- (B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

17. LIABILITY OF THE COMPANY

Company does not represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 16 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.

18. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. ASSIGNMENT OF RIGHTS

- (A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement.
- (B) The Company shall have the right to assign this agreement to any other person, firm or corporation with the written consent of the Customer. The Company shall have the right to assign this agreement to any other person, firm or corporation with the written consent of the Customer. The Company shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

Attorney's Fees: Limitation of Actions. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action, therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

. Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company. Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement

of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender, Number. Whenever the context requires in this agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Hays County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

- (A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512)
- (B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

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SECURITY ONE INC.

716 W. Byrd Blvd. Universal City, Texas 78148 (210) 341-8900



CUSTOMER OVERVIEW

I, Hays Cou	inty Constable Pct. 3	_On_	6/5/2023	_UNDERSTAND THAT:
	It is understood that the owner	ership of	The System ren	nains with The Customer.
	I AM REQUIRED TO PAY TH	E MON	THLY FEE FOR	THE DURATION OF THE AGREEMENT BETWEEN
	SECURITY ONE, INC. AND I	MYSELF	<u>.</u>	
	Security One, Inc. is not insu	ring my	property or the p	roperty of any other person.
	The system does not guarant	ee preve	ention of property	loss or injury to anyone.
	The system that I have chose	n may n	ot have detectio	n devices at all possible points of entry. This is the
	amount of detection that I have	e chose	en.	
	The system will not report to	the mon	itoring station if t	he phone service is interrupted in any way.
	Security One recommends th	e use of	wireless commu	inicators to transmit alarm signals. However, if you select
	land line monitoring Security	One rec	ommends traditio	onal POTS phone lines. Due to reliability Security One
	does not recommend the use	of digita	I phone lines to	transmit alarm signals. I understand that if I change my
	phone service, I need to not	fy Secu	rity One, Inc.	
	It is my responsibility to obtain	n an ala	rm permit if one	is required.
	I have the right to cancel the	agreeme	ent with Security	One, Inc., in accordance with the below notice of
	cancellation.			
200000000000000000000000000000000000000	I HAVE RECEIVED A COPY	OF THIS	S OVERVIEW A	ND THE NOTICE OF CANCELLATION.
Customer Sig	gnature/SSN			Security One, Inc.
NOTICE OF	CANCELLATION			
NOTICE OF	CANCELLATION			
THIS DATE. IF Y	YOU CANCEL, ANY PROPERTY ' OTIABLE INSTRUMENT EXECU'	TRADED TED BY	IN, ANY PAYMI YOU WILL BE RE	OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM ENTS MADE BY YOU UNDER THE CONTRACT OR SALE, ETURNED WITHIN 10 BUSINESS DAYS FOLLOWING
	CURITY ONE, INC OF YOUR CA WILL BE CANCELLED.	NCELLA	TION NOTICE, A	ND ANY SECURITY INTEREST ARISING OUT OF THE
IF YOU CANCE	L, YOU MUST MAKE AVAILABL	E TO SE	CURITY ONE, IN	C. AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD
				NDER THE CONTRACT OR SALE, OR YOU MAY, IF YOU GARDING THE RETURN SHIPMENT OF THE GOODS AT
	E, INC. EXPENSE AND RISK.	S TO SE	CURITY ONE OF	R IF SECURITY ONE DOES NOT PICK THEM UP WITHIN
TWENTY (20) D	AYS OF THE DATE OF YOUR NO			N, YOU MAY RETAIN OR DISPOSE OF THE GOODS
	FURTHER OBLIGATION. IIS TRANSACTION, MAIL OR DE	LIVER A	SIGNED AND D	ATED COPY OF THE CANCELLATION NOTICE OR ANY
OTHER WRITTE	EN NOTICE, OR SEND A TELEGR AN MIDNIGHT OF	AM TO	SECURITY ONE,	INC AT 716 W. BYRD BLVD., UNIVERSAL CITY, TX 78148,
	CEL THIS TRANSACTION.			:
Signed				Date

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SECURITY ONE INC.

716 W. Byrd Blvd Universal City, Texas 78148 (210) 341-8900



INFORMATION SHEET

SITE INFO	RMATION	BILLING/MAILING INFO (if different f	rom site)
Name	Hays County Constable Pct. 3	Name	
Address	200 Still Water	Address	
City	Wimberley	City	
State	TX Zip code 78676	State Zip code	
Phone	512-847-5532	Phone	
Cross Street		Password	
Email addres	-	Email billing? O Yes	O No
Police	SAPD	Fire SAFD	
CONTACT	PARTIES		8
	NAME	PHONE	TYPE (H/W/C)
			Select
			Select
			Select
			001001
			Select
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	W LISTED INFORMATION FOR	Monitoring Only Installation On	Select
	ancial Institution	Monitoring Only Installation On	Select
Name of Fin	ancial Institution	Monitoring Only Installation On	Select
Name of Fin	count #	Monitoring Only Installation On	Select
Name of Fin Name on Ac Banking Acc Bank Routin	count #	Monitoring Only Installation On	Select
Name of Fin Name on Ac Banking Acc Bank Routin	ancial Institution count #	8 -	Select
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Name of Fin Name on Ac Banking Acc Bank Routin FOR ADDI	ancial Institution count g # TIONAL ACCOUNT INFO that installation charges will be processed the Friday be thear about us? ow Pages Current Customer Police of	Installation Only efore the installation:	Select

Rev. 04/2023





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jennifer Doinoff & Jeff McGill

Sponsor: Commissioner Shell

Agenda Item:

Approve the Elections and IT Departments to purchase and install the required signage from Sign Crafters, Inc. for the IT/Elections Building and authorize a fifty (50%) percent deposit to start production of the custom signs and amend the budget accordingly. SHELL/DOINOFF/MCGILL

Summary:

On March 14, 2023, the Commissioners Court approved a contract for the renovation fo the IT/Election Building Renovation. Building Maintenance received three quotes for the Signage package for the IT-Elections building and Sign Crafters, Inc. was the lowest bid who could provide all the services and products being requested, totaling \$6,799.90. Sign Crafters, Inc. requires a fifty (50%) deposit in order to start production on the custom signage.

Fiscal Impact:

Amount Requested: \$6,799.90 Line Item Number: 001-655-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments:N/A

\$6,800 - Increase Elections Misc. Capital Improvements 001-655-00.5741 (\$6,800) - Decrease Co-Wide Misc. Capital Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Sign Crafters San Marcos Sign Company Lweis Sign



Sign Crafters, Inc. TSCL #18033

2401 IH 35 South
San Marcos, TX 78666

Ph: (512) 392-0900 FAX: (512) 392-3363 Email: info@signcrafters.net

Page 1 of 2

Estimate #: 51371

Created Date: Salesperson: Email:

Not Specified:

Not Specified:

Entered by:

5/4/2023 5:04:28PM Austin Thomas Vaughan austin@signcrafters.net

(512) 392-0900 (512) 392-3363 Austin Vaughan Prepared For: Contact: Office Phone: Hays County Facilities Chris Deichmann (512) 393-7659

Email: Address:

chris.deichmann@co.hays.tx.us 712 S Stagecoach Trail San Marcos, TX 78666

Description: Elections Office Signage

1

Product: FCO 1/2" acrylic letters

Quantity 1

Unit Price \$1,482.60

\$1,482.60

Subtotal

Description: Building Sign - Flat cut out 1/2" Acrylic lettering, 18" & 14" black, stud mounted to building.

Quantity: 1

Side(s): Single Sided

Product Code: FCO 1/2" acrylic letters.

Height: 1 in **Width:** 1 in **Text:** HAYS COUNTY

2

Product: FCO 1/4" Alum. letters

Quantity 1

Unit Price \$1,364.00 \$1,364.00

Description: Monument Lettering - Two sides - Flat cut out 1/4" Acrylic lettering, 7", 6" & 5" black, stud mounted to monument.

Quantity: 1

Side(s): Single Sided

Product Code: FCO 1/4" Alum. letters.

Height: 1 in Width: 1 in

Text: 120 HAYS COUNTY Elections Office

3

Product: Flat cut out 3/8" thick acrylic let

Quantity 3

\$56.10

Unit Price

\$168.30

Subtotal

Description: Address numbers - FCO 1/4" Acrylic letters. Black. Stud mounted to building.

Quantity: 3

Side(s): Single Sided

Product Code: FCO 3/8" acrylic letters.

Height: 12 in Width: 1 in

Text: 120

4

Product: Vinyl lettering premium

Quantity

\$45.00

Unit Price

\$45.00

Description: Vinyl lettering graphics for front door including operating hours and phone number/website.

Quantity: 1

Side(s): Single Sided

Product Code: Vinyl lettering premium.

Description: Installation of signage above.

Height: 24 in Width: 20 in

5

Product: Installation

Quantity 1 **Unit Price** \$1.440.00 **Subtotal** \$1.440.00

Quantity: 1

Side(s): Single Sided Product Code: Installation. Height: 0 in Width: 0 in

Print Date: 6/16/2023 8:24:59AM



Sign Crafters, Inc. TSCL #18033

2401 IH 35 South San Marcos, TX 78666 Ph: (512) 392-0900 FAX: (512) 392-3363

Email: info@signcrafters.net

Estimate #: 51371

\				Page 2 of
_	V	Quantity	Unit Price	Subtotal
Qu Sid Pr	oduct: Removal escription: Removal and dispose of pole sign. elantity: 1 de(s): Single Sided oduct Code: Removal eight: 0 in Width: 0 in	1 Cut at grade and weld on a cap. Removal and	\$2,300.00 disposal of monument arrows included	\$2,300.00
			Estimate Total:	\$6,799.90
			Subtotal:	\$6,799.90
			Total: Deposit Required:	\$6,799.90 \$3,399.95
Payment T	1.5% per month will be assessed. "Regulated by the Texas Dpt. of Liceni	alance Due upon receipt after completion. thin 10 days of order completion or additional in ng and regulation, PO Box 12157, Austin, TX 103-9202, http://www.license.state.tx.us/Compl	nterest of	ф 3,388.85
Client Re	ply Request	,		
	Accepted "As Is". Please proceed with Orde	r. Other:		
	required, please contact me.	SIGN:	Date: /	1

Print Date: 6/16/2023 8:24:59AM

San Marcos Sign Company LLC

2200 Ranch Road 12 Ste D San Marcos, TX 78666 US SMTXsignco@gmail.com



Estimate

ADDRESS Hays county elections		SHIP TO Hays county elections		ESTIMATE DATE	1536 05/09/2023
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acrylic letters, with studs	"Hays County Elections" / 13' tall / Black letters	1	450.00	450.00
	install labor	w/ Lift	1	700.00	700.00
	Acrylic letters, with studs	201	1	100.00	100.00
	Acrylic letters, with studs	HAYS COUNTY ELECTIONS/ 6" / BLACK LETTERS	4	200.00	800.00
****************		SUBTOTAL			2,050.00
		TAX			0.00
		TOTAL			\$2,050.00

Accepted By

Accepted Date

^{*}This does not include the removal and disposal of the pole sign, as well as other signage requested.



PO BOX 1665 BUDA, TX 78610 V512-312-4555

QUOTE

DATE	CONTRACT#
5/18/2023	7507

BILL TO:

Hays County 111 E. San Antonio St Suite 100 San Marcos, TX 78666

SITE LOCATION:

Hays County Elections Office 120 Stagecoach Tr. San Marcos, TX 78666 USA

REP	TERMS
LRA	50% Deposit - 5

Description	Qty	Rate	Total
Manufacture the following: One (1) set of 10" flat cut out 1/2" acrylic letters reading "HAYS COUNTY ELECTIONS OFFICE" stud mounted flush to wall per SIGN A drawing# 05-026	1	2,795.00	2,795.00T
One (1) set of 10" flat cut out 1/2" acrylic address numbers reading "120" stud mounted flush to wall per SIGN AB.	1	487.50	487.50T
Two (2) sets of 7" - 5" flat cut out 1/2" acrylic letters reading "120 HAYS COUNTY ELECTIONS OFFICE" stud mounted flush to monument sign per SIGN C.	2	1,890.20	3,780.40T
Installation of the above signage during normal business hours. *Includes removals of existing signs including the pole sign to grade. Cap steel flush to grade and cap electrical.	1	5,980.44	5,980.44T
Permit Procurement (Actual permit fees to be billed at cost, as a separate line item on the final invoice)		450.00	450.00
Total sales tax Select this as a transaction's tax to use AvaTax for POD		1,076.10 0.00%	1,076.10 0.00

We look forward to working with you!

T**ANY ELECTRICAL FOR ABOVE SIGNAGE IS TO BE PROVIDED BY CUSTOMER WITHIN SIX (6) FOOT OF SIGN LOCATION.

MANDATED BY STATE STATUTE: Anyone selling, installing or servicing electric signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License. These License holders are regulated by the Texas Department of Licensing and Regulation. For Compliance verification or complaints contact TDLR in Austin at 1-800-803-9202, 512-463-6599, www.license.state.tx.us. This firms's license is TSCL # 18067 Sign Master's License # 7312.

Total \$14,569.44

NOTE: This contract will be honored for 30 (Thirty) days; Beyond that time Lewis SIgn reserves the right to review and adjust the above pricing.

Signature:	
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Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize the acceptance of a grant award from the Texas Indgent Defense Commission (TIDC), FY23 Formula Grant program in the amount of \$175,957.00 and amend the budget accordingly. SHELL/T.CRUMLEY

Summary:

This formula grant is available to Hays County to assist with the costs of the Fair Defense Act (FDA) and improve the indigent defense system. Hays County applies for these funds yearly. These funds can be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases. TIDC determines funding amounts based on an outlined formula. The funding period begins October 1, 2022 through September 30, 2023. Submission of this application was approved by the Commissioners Court on October 11, 2022.

Grant Number 212-23-105 Contract Period 10/1/2022 - 9/30/2023

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-000-00.4309

Budget Office:

Source of Funds: TIDC Grant Funds
Budget Amendment Required Y/N?: Yes

Comments: \$125k was budgeted during the FY23 annual budget process, the increase in award will be budgeted to offset

additional costs associated with Indigent Defense.

(\$50,957) - Increase Intergovernmental Revenue 001-000-00.4309 \$50,957 - Increase Court Appointed Attorneys 001-608-00.5440 107

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A G/L Account Validated Y/N?: Yes New Revenue Y/N? Yes, \$50,957 in Intergovernmental Revenue Comments:

Attachments

Statement of Grant Award



CHAIR: The Honorable Sharon Keller Presiding Judge Court of Criminal Appeals

EX OFFICIO MEMBERS: Honorable Sharon Keller Honorable Nathan Hecht Honorable John Whitmire Honorable Brandon Creighton Honorable Joseph "Joe" Moody Honorable Reggie Smith Honorable Sherry Radack Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR: Mr. Alex Bunin Honorable Richard Evans Mr. Gonzalo Rios Honorable Missy Medary Honorable Valerie Covey

EXECUTIVE DIRECTOR: Geoffrey Burkhart

June 1, 2023

The Honorable Ruben Becerra Hays County Judge Via Email: judge.becerra@co.hays.tx.us

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a formula grant in the amount of \$175,957. The FY23 Formula Grant Statement of Grant Award is attached. This Statement of Grant Award includes special conditions. Please note that we cannot disburse funds until these conditions have been met. The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Formula Grant awards over \$25,000 will be disbursed in quarterly payments beginning June 2023. Please note that the first and second quarter payments may be combined.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Hays County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Sharon Keller Chair, Texas Indigent Defense Commission Presiding Judge, Court of Criminal Appeals

Cc: marisol.alonzo@co.hays.tx.us



Statement of Grant Award

FY23 Formula Grant

Date Issued:
Grant Number:
Grantee Name:
June 1, 2023
212-23-105
Hays County

Program Title: Formula Grant Program Grant Period: 10/01/2022-9/30/2023

Grant Award Amount: \$175,957

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of \$15,000 plus;
- A calculation applied to the funds budgeted for FY2022 formula grants by the Commission based:
 - o 50 percent on the County's percent of state population; and
 - o 50 percent on the County's percent of statewide FY 2021 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title
 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY23 Formula Grant Program Request for Applications issued in September 2022, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

Special Grant Conditions:

The grant officials understand that they must satisfy all special conditions placed on this grant if indicated below before receiving any funds:

- The County's <u>County Clerk</u> must submit the reports necessary to be in compliance as of August 31, 2022 with reporting requirements promulgated by the Texas Judicial Council and reports required under Chapter 36 of the Texas Government Code.
 - o If you have any questions about the missing reports, please reach out to Grant Specialist, Doriana Torres at DTorres@tidc.texas.gov for guidance.



Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize the acceptance of a grant award from the Texas Department of Agriculture, Texas Community Development Block Grant (TxCDBG) grant program in the amount of \$350,000.00 and amend the budget accordingly. SHELL/T.CRUMLEY

Summary:

On April 13, 2021 the Commissioners Court authorized the execution of a resolution allowing for the submission and execution of a grant award from the Texas Department of Agriculture, Texas Community Block Development Grant (TxCDBG) for continued improvements to the Cedar Oaks Mesa Waterline. On February 14, 2023 the Commissioners Court authorized the execution of associated documents including Civil Rights Policies and Procedures. Pre-award verification for the project was executed on February 24th, 2023. This item allows for the acceptance of grant funds into the county budget. The grant funding amount is \$350,000 with a \$17,500 cash match to be provided by the Cedar Oaks Mesa Water Supply Corporation.

Contract number: CDV21-0346 Contract Period: 2/1/2023 - 1/31/2025

Fiscal Impact:

Amount Requested: None

Line Item Number: 146-753-99-1881

Budget Office:

Source of Funds: CDBG Grant Funds & COMWSC Matching Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$350,000) - Increase Intergovernmental Revenue 146-753-99-188.4301

\$277,500 - Increase Construction 146-753-99-188.5611_400 \$46,250 - Increase Engineering 146-753-99-188.5621_400

\$26,250 - Increase Professional & Admin Fees 146-753-99-188.5303

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$350,000 in Intergovernmental Revenues

Comments:

Attachments

Grant Agreement
Grant Resolution April 2021



TEXAS DEPARTMENT OF AGRICULTURE

GRANT AGREEMENT

GRANTEE	Hays County
GRANT PROGRAM	CDBG - Community Development Fund - 2021
PROJECT TITLE	CDBG - Community Development Fund - 2021
CFDA NUMBER	14.228
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2023 Through 1/31/2025

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant *õCDBGö+"funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 *õHCD Actö+."as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture *õDepartmentö+"administers the State Community Development Block Grant *õTxCDBGö+"Program rwtuwcpv"vq"Vgzcu" I qxgtp o gpv"Eqfg"È6: 902730

Grant Recipient has submitted a request for assistance under this Grant Program, hereinafter referred to as the õApplication,ö"hereby incorporated by reference into this Grant Agreement *õAgreementö+0""This Agreement sets forth the obligations of the parties along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described herein ("Project"), and the Department agrees to fund the Project up to the Grant Amount.

PROJECT DESCRIPTION

Water line replacement in the Cedar Oaks Mesa WSC service area

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following Exhibits which are attached hereto and kpeqtrqtcvgf"kpvq"vjku"Citggogpv<""Rgthqtocpeg"Rncp"cpf"Urgekhke"Cyctf"Eqpfkvkqpu"*Gzjkdkv"C+." Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), Certifications and Assurances (Exhibit D), and to comply with all statutes and regulations as applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEEED	\$350,000.00
MATCH AMOUNT (if applicable)	\$17,500.00

GRANTEE	GRANTOR	
Hays County	TEXAS DEPARTMENT OF AGRICULTURE" Trade and Business Development	
712 S. Stagecoach Trail Ste. 1045 San Marcos, Texas 78666	3922" P"Eqpitguu" Cxg" Cwuvkp. "VZ""9: 923"	
AUTHORIZED SIGNATORY/AUTHORITY TO BIND" Gcej "rgtuqp"ukipkpi "vjg"Citgg o gpv"egtvkhkgu"vjcv"jg"qt"ujg"ku"cwvjqtk gf"d{"vjg" I tcpvqt"qt" I tcpv"Tgekrkgpv"vq"ukip cpf"gzgewvg"vjg"Citgg o gpv"cpf"vq"dkpf"uwej "rctv{"vq"kvu"vgt o u."rgthqt o cpegu."cpf"eqpfkvkqpu0"		
PRINTED NAME AND TITLE OF PERSON SIGNING: Ruben Becerra PRINTED NAME AND TITLE OF PERSON SIGNING: Karen Reichek		
DATE SIGNED: 2/24/2023	DATE SIGNED: 2/24/2023	

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

- 1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and appliable statutes and regulations.
- 2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the programøs national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benifitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
- 3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Cedar Oaks Mesa Area - 03J

Grant Recipient shall address the following local need:

Undersized water lines resulting in compromised system performance and fire protection

Grant Recipient shall complete the following work:

In cooperation with Cedar Oaks Mesa WSC, replace approximately two thousand three hundred twenty-two linear feet (2,322 l.f.) of six-inch (6 in.) water line, fire hydrants, fittings, valves, connections, related service reconnections and pavement repair, and all necessary appurtenances.

Grant Recipient shall perform this work in the following location(s):

River Drive, Edgewater Drive, Campfire Circle, and Longhorn Circle. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 432 persons, of which 304 or 70.37 percent are of low-to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all projectrelated administration activities are completed as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	5/3/2021
Grant Contract Period Begins:	2/1/2023
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2023
Group B Forms Required to be Complete:	2/1/2024
Project Recommended to be Complete, including inspections:	10/1/2024
Grant Contract Period Ends:	1/31/2025
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2025

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

- Compliance: It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.
- 2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipientøs request for release of funds and related certification.
- 3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and mod erate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.
- 4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Departmentøs requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

- 6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
- 7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.
- 8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.
- 9. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineerøs seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B

Budget

A. Approved Budget"

 $30""Kv"ku"wpfgtuvqqf"cpf"citggf"vjcv"vjg"vqvcn"coqwpv"qh"hwpfu"wpfgt"vjku"cyctf"ujcnn"dg"wugf"hqt"vjg"Rtqlgev"qwvnkpgf"kp"vjku"Citggogpv0"" I tcpv"Tgekrkgpv"ujcnn"gzrgpf"hwpfu"wpfgt"vjku"cyctf"kp"ceeqtfcpeg"ykvj"vjg"crrtqxgf"dwfigv"urgekhkgf"jgtgkp0""Cnn"Rtqlgev/tgncvgf"gzrgpugu"owuv"dg"tgcuqpcdng"cpf"pgeguuct{0"}$

 $40""Vjg"Fgrctv o gpv" o c \{"tgswktg"c" o qtg"fgvckngf"dwfigv"dtgcmfqyp"vjcp"vjg"qpg"eqpvckpgf"jgtgkp."cpf" I tcpv"Tgekrkgpv"ujcnm"rtqxkfg"uwej"uwrrng o gpvct \{"dwfigv"kphqt o cvkqp"kp"c"vk o gn \{"hcujkqp"kp"vjg"hqt o "cpf"eqpvgpv"rtguetkdgf"d \{"vjg"Fgrctv o gpv0"""$

 $50""Cp\{"cogpfogpvu"vq"vjg"Rtqlgev"Dwfigv"owuv"dg"crrtqxgf"kp"ytkvkpi"d\{"dqvj"vjg"Fgrctvogpv"cpf"Itcpv"Tgekrkgpv0"""$

HUD Activity	Awarded Amount
03J	\$277,500.00
Engineering	\$46,250.00
Admin	\$26,250.00
Total Grant Awarded	\$350,000.00
Committed as Match	\$17,500.00
Match Ratio	5.00%

B. Rtg/Cyctf"Equvu""

The Department may reimburse allowable administrative and engineering expenditures made by I tcpvgg"rtkqt"vq"vjg"ghhgevkxg"fcvg"qh"vjg"Citgg o gpv"kh"kpewttgf"chvgt"5/3/2021."cpf"kh" I tcpvgg"eq o rnkgf" ykvj"cnn"tgswktg o gpvu"hqt"vjg"tgngcug"qh"uwej"hwpfu0"

Exhibit C

General Terms and Conditions ó"Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance/Project Implementation Manual that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the State Legislature from State and/or Federal revenue or uwej "qvjgt"hwpfkpi"uqwtegu"cu" o c{"dg"crrnkecdng0""Kh"uckf"hwpfu"qt"cp{"rctv"vjgtgqh"ctg"qt"dgeqog" unavailable, the Department may immediately terminate this Agreement or reduce the Grant Amount, cu"crrnkecdng0""C"hcknwtg"qh"vjg"Fgrctvogpv"vq"ocmg"cp{"rc{ogpv"wpfgt"vjku"Citggogpv"qt"vq"qdugtxg" and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for cp{"dtgcej"qh"vjg"Citggogpv"dgecwug"qh"vjg"cdugpeg"qh"cxckncdng"hwpfkpi"crrtqrtkcvkqpu0""

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Texas Grant Management Standards *õTxGMSö+"promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Govøt. Code Chapter 783). Grant Recipient agrees to adhere to the administrative requirements, accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR 200 Subpart E, the TxGMS, this Agreement, and the provisions of such regulations and procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan and the Project Budget.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

- D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.
- E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200 Subpart D, the TxGMS and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507). Grant Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the project in connection with which the award is given or used, the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipientøs failure to comply with these requirements may result in termination of the award.

- B. Grant Recipient shall maintain a financial management system that provides:
 - (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;

- (2) Records that clearly identify the source and application of all funds used for the purposes described in the approved grant application, attached hereto and made a part hereof which is part of the Agreement. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) Ghhgevkxg"kpvgtpcn"cpf"ceeqwpvkpi"eqpvtqnu"qxgt"cnn"hwpfu."rtqrgtv{."cpf"qvjgt"cuugvu0"" I tcpv" Recipient shall have in place a system for safeguarding all such assets and shall assure that they ctg"wugf"uqngn{"hqt"cwvjqtk|gf"rwtrqugu="cpf"
- (4) Ceeqwpvkpi"tgeqtfu"vjcv"ctg"uwrrqtvgf"d{"uqwteg"fqewogpvcvkqp0"

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current program policy, (2) federal, state and local laws, (3) 2 CFR 200 Subpart D, and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipientøs procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR 200 Subpart D and TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

- A. Grant Recipient shall submit timely, complete, and accurate progress/performance/financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in the Specific Award Conditions (Exhibit A).
- B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in the Project Budget.
- C. Extensions to the reporting due dates prescribed in the Specific Award Conditions may be granted by the Department upon receipt of a written request from Grant Recipient.

D. If reports are not submitted by Grant Recipient as required, the Department may, in its sole discretion, withhold payments under this Agreement or any other grant agreement entered into between the Department and Grant Recipient, terminate this award, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement, 2 CFR 200 Subpart D or the TxGMS.

SECTION 10. RECORD RETENTION

- A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.
- B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three years after final disposition of such property.
- C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.
- D. Grant Recipient shall include the substance of this Section in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

- A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the funds provided and shall assure the award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
- B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.
- C. Grant Recipientøs progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement and award.

- E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.
- F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

- A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the State Auditorøs Office, any other appropriate unit or agency of the State or Federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facility the review and audit of Grant Recipientøs operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.
- B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits and other reviews. However, the Department retains the right to make unannounced visits, inspections and audits as deemed necessary.
- C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.
- D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States postal service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

- B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).
- C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.
- D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.
- B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to the Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of Grant funds or Performance Period.
- C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient®s control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.
- D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.
- E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

- A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the terms of this Agreement and all applicable laws and regulations.
- B. Upon the Departmentøs review of all financial, performance, and other reports required, the Department may make upward or downward adjustments to the allowable costs, within the limits of the Grant Amount, on the basis of the information contained in the reports.
- C. Whether or not audits were conducted during the agreement term, a final financial and compliance audit may be initiated up to three years after the agreement completion date beginning with the date Grant Recipient submits the final reports.
- D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the Agreement Term, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

- A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, warranty, obligation or agreement under this Agreement, failed to fulfill or perform any obligation under this Agreement, or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Departmentøs notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:
 - (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Fgrctvogpv"cpf"ykvjjqnf"hwtvjgt"rc{ogpvu0""Vjg"pqvkeg"qh"uwurgpukqp"ujcnn"uvcvg"vjg"tgcuqp"hqt" the action, the effective date of the suspension, the corrective action that must be taken and the vkog"rgtkqf"fwtkpi"yjkej"vjg"eqttgevkxg"cevkqp"owuv"dg"ceeqornkujgf0"
 - (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written pqvkeg"d{"vjg"Fgrctvogpv0""Vjg"Pqvkeg"qh"Vgtokpcvkqp"ujcm"uvcvg"vjg"tgcuqp"hqt"vjg"cevkqp."vjg"ghhgevkxg"fcvg"qh"vjg"vgtokpcvkqp"cpf"vjg"enqugqwv"rtqegfwtgu"vq"dg"hqmqygf0""Cu"qh"vjg"ghhgevkxg" date of a termination for cause, Grant Recipient shall immediately cease incurring additional qdnkicvkqpu"qh"cyctf"hwpfu0""Itcpv"Tgekrkgpv"ujcm"jcxg"pq"tkijv"vq"wvknk|g"cyctf"hwpfu"vq"rc{"cp{'equvu"kpewttgf"chvgt"vjg"ghhgevkxg"fcvg"qh"c"vgtokpcvkqp"hqt"ecwug0"

(3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or y jgpgxgt"vjg"hkuecn"qt"rtqitcoocvke"kpvgitkv{"qh"vjg"Citggogpv"jcu"dggp"eqortqokugf0""Vjg" notice of termination pursuant to this provision shall state the reason for the action, the effective fcvg"qh"vjg"vgtokpcvkqp"cpf"enqugqwv"rtqegfwtgu"vq"dg"hqnnqygf0""Cu"qh"vjg"ghhgevkxg"fcvg"qh"uwej" a termination for cause, Grant Recipient shall immediately cease incurring additional obligations qh"cyctf"hwpfu0"" I tcpv"Tgekrkgpv"ujcm"jcxg"pq"tkijv"vq"wvknk|g"cyctf"hwpfu"vq"rc{"cp{"equvu" incurred after the effective date of the termination.

- (4) Invoke any other remedy or remedies that may be legally available.
- B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.
- B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:
 - (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
 - (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.
- C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:
 - (1) award funds are misused;
 - (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
 - (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.
- D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

- A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth is this Agreement.
- B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

- A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.
- B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipientøs files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed under the grant agreement (deliverables). The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials, or to prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an õindependent contractorö"with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

- B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:
 - (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.

- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the project;
 - b. has a direct or indirect financial interest in the outcome of the project; or
 - c. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project.
- (3) Grant Recipient 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, or personal gain.
- C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code *õPIAö+0""Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information Grant Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department of sailure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This 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 this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties 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.

SECTION 29. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

Exhibit D

Certifications and Assurances ó"CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

- 1. <u>LEGAL AUTHORITY</u> 6"Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipientøs governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
- 2. <u>AFFIRMATIVELY FURTHER FAIR HOUSING</u> 6"Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
- 3. <u>ANTI-LOBBYING</u> ó"Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person 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 agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall rtq o rvn{"hkng"vjg"rtguetkdgf"fkuenquwtg"hqt o 0"Kp"ceeqtfcpeg" ykvj "53"W0U0E0"È"3574*d+*7+." I tcpv" Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
- 4. <u>CHILD SUPPORT PAYMENTS</u> ó"Grant Recipient represents and warrants that it will included the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: õUnder Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.ö"
- 5. <u>CITIZEN PARTICIPATION</u> 6"Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
- 6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> 6"Grant Recipient 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). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

- 7. <u>CONSERVATION</u> ó"Grant Recipient represents and warrants that it will comply with the Wild and Uegpke"Tkxgtu"Cev"qh"3;8:"*38"W0U0E0"È"3493"gv"ugs0+."tgncvgf"vq"rtqvgevkpi"eqorqpgpvu"qt"rqvgpvkcn" components of the national wild and scenic river system.
- 8. <u>CONTRACT OVERSIGT</u> 6"Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 9. <u>COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS</u> o'Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.
- 10. <u>CYBERSECURITY TRAINING</u> (Local Government System) ó"Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- 11. <u>DEBARMENT AND SUSPENSION</u> ó"Grant Recipient 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 United States General Services Administration.
- 12. <u>DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW</u> 6"Grant Recipient 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 violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.
- 13. <u>DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS</u> 6"Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- 14. <u>DISCRIMINATION PROHIBITED</u> 6"In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

- 15. <u>DISPLACED PERSONS</u> 6"Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. ÈÈ6823"/"6877+"cpf"korngogpvkpi"tgiwncvkqpu"cv"6; "EHT"Rctv"46"cpf"46"EHT"Rctv"64"Uwdrctv"C."yjkej" provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.
- 16. <u>DISPUTE RESOLUTION</u> 6"The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
- 17. <u>DRUG-FREE WORKPLACE</u> ó"Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.
- 18. <u>ENVIRONMENTAL STANDARDS</u> ó"Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.
- 19. EQUAL EMPLOYMENT OPPORTUNITY 6"Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ŏfederally assisted construction contractö"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, ŏEqual Employment Opportunity,ö"as amended by Executive Order 11375, ŏAmending Executive Order 11246 Relating to Equal Employment Opportunity,ö"and implementing regulations at 41 CFR part 60, ŏOffice of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.ö"Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).
- 20. <u>EXCESSIVE FORCE</u> 6"It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 21. <u>EXCLUDED PARTIES</u> ó"Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, õBlocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,ö"published by the United States Department of the Treasury, Office of Foreign Assets Control.

- 22. <u>FAIR LABOR STANDARDS</u> ó "Grant Recipient certifies that it will comply with the minimum y cig"cpf" o czk o w o "j qwtu"rtqxkukqpu"qh"vjg"Hgfgtcn"Hckt"Ncdqt"Uvcpfctfu"Cev"*4; "W0U0E0"ÈÈ"423"/"43; +" and the Intergovernmental Personnel Act of 1970, as applicable.
- 23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY 6"Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.
- 24. <u>FLOOD INSURANCE</u> o'Grant Recipient represents and warrants that it will comply with the flood kpuwtcpeg"rwtejcug"tgswktgogpvu"qh"Ugevkqp"324*c+"qh"vjg"Hnqqf"Fkucuvgt"Rtqvgevkqp"Cev"*64"W0U0E0"È" 4001 et seq), 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.
- 25. <u>HISTORIC PRESERVATION</u> ó"Grant Recipient assures compliance with Section 106 of the Pcvkqpcn" J kuvqtke"Rtgugtxcvkqp"Cev"qh"3;88."cu"c o gpfgf"*38"WUE"È692h+."Gzgewvkxg"Qtfgt"337;5."cpf" vjg"Ctejgqnqikecn"cpf" J kuvqtkecn"Rtgugtxcvkqp"Cev"qh"3;96"*76"WUE"ÈÈ"534723"/"53472:+0"
- 26. <u>LEAD-BASED PAINT</u> 6"Grant Recipient represents and warrants that it 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, and the implementing regulations at 24 CFR Part 35.
- 27. <u>NONDISCRIMINATION</u> 6"Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:
 - g The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
 - g Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - g The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
 - g The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- 28. <u>OPEN MEETINGS</u> ó"If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- 29. <u>POLITICAL ACTIVITY</u> 6"Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5"W0U0E0"È"1501 et seq.).

30. <u>REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT</u> 6"Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditorøs Office.

- 31. <u>SECTION 3</u>"6"Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
- 32. <u>SPECIAL ASSESSMENTS</u> 6"Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.



San Marcos, Texas

RESOLUTION

STATE OF TEXAS § COUNTY OF HAYS §

A Resolution of the Commissioners Court of Hays County, Texas authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture Office of Rural Affairs for the Community Development Fund and authorizing the County Judge to act as the County's executive officer and authorized representative in all matters pertaining to the County's participation in the Texas Community Development Block Grant Program.

WHEREAS, the Commissioners Court of Hays County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Hays County to apply for funding under the Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED By the Commissioners Court of Hays County, Texas:

- 1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
- 2. That the County's application be placed in competition for funding under the Community Development Fund.
- 3. That the application be for \$350,000 of grant funds to provide water improvements.
- 4. That the Commissioner's Court directs and designates the following to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program:
 - a. The County Judge shall serve as the County's Chief Executive Officer and Authorized Representative to execute this application and any subsequent contractual documents;
 - b. The County Judge are authorized to execute environmental review documents between the Texas Department of Agriculture and the County; and
 - c. If this application is funded, the County Judge, Commissioners Court, and County Auditor are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
- 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- 6. That it further be stated that the County is committing \$17,500.00 from the Cedar Oaks Mesa Water Supply Corporation as a cash contribution toward the local match for this project.

ADOPTED THIS THE 13TH DAY OF APRIL 2021

Ruben Becerra – Hays County Judge

Elaine Cardenas, ME Hays County Clerk

ATTEST:

1





Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a grant award from the Texas Veterans Commission (TVC), Veterans Treatment Court Grant Program in the amount of \$300,000.00. INGALSBE/T.CRUMLEY

Summary:

On December 6, 2022 the Commissioners Court approved the submission of this grant application. This award is a renewal of funding in the amount of \$300,000 and supports two staff members as well as client services provided by the Veterans Treatment Court. Funding begins July 1, 2023 and runs through June 30, 2024. There is no match required.

Contract number R-2022-6379 Contract period: 7/1/2023-6/30/2024

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-612-99-097]

Budget Office:

Source of Funds: TVC Grant Funds Budget Amendment Required Y/N?: No

Comments: Grant award 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?: To be added to revenue during the budget process

Comments: N/A

Attachments

Notice of Grant Award VTC Application



Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID: Grantee Organization: Award Issue Date:

R-2022-6379 Hays County 6/2/2023

AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

AWARD DETAILS

Program Category: Service Category:

Veteran Treatment Court Program Veterans Treatment Court

Grant Period Start Date: Grant Period End Date:

07/01/2023 06/30/2024

AWARD AMOUNT

Total Awarded Amount:

\$ 300,000

Terms and Conditions

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The TVC Grant Program Requirements as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the budget tables, budget group allocations, and budget narratives and notes in the addenda to Grantee's Application, and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreements between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

AUTHORIZATION

Authorized Representative Name: Authorized Representative Title:

Ruben Becerra Signature Authority

Executive Director: Authorized Representative Title:

Thomas Palladino Executive Director



Hays County

VETERANS ASSISTANCE TEXAS VETERANS COMMISSION AND Veterans Story

ID: R-2022-6379 **VCSO**: No

Veteran Treatment Court Program

Amount Requested: \$300,000.00

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

Submission Deadline: 2022-12-05

Request Status

Full Application

Review

Vegotiation

Active

Closed

Status

Full Application

▼ Table of Contents

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

▼ Organization Information

Organization: Hays County
Organization Status: Validated

Primary Contact: Simone Corprew
Primary Signatory: Ruben Becerra

Organization Summary

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

Email: grants@co.hays.tx.us

hayscountytx.com Website:

2016-07-01 Serving Veterans since:

▼ Organization Addresses

Headquarters Address

712 S Stagecoach Trail San Marcos, Texas 78666

United States

Additional Addresses

Additional Organization Information

How many organizational employees working on the grant funded project are veterans?*

2

On average, how many veterans does the organization serve annually? *

45

On average, how many clients does the

50

organization serve annually? * Percentage of clients served by the

organization who are veterans:

90%

Principal Participants

Ruben Becerra **Executive Director *** Marisol Alonzo Chief Financial Officer *

Chief Operations Officer:

Project Manager / Coordinator * Gerald Ramcharan Carmen Glover **Project Accountant ***

Media / Communications Coordinator *

Simone Corprew

Returning Grant

Does your organization currently have

an active FVA Grant?

Yes

Active Grant ID: GT-VTC22-013 \$300,000.00 **Active Grant Amount:**

Does your organization have a second

Yes

active FVA grant? *

GT-VSO22-004 **Second Active Grant ID: Second Active Grant Amount:** \$150,000.00

▼ Full Application

▼ Summary of Services

Geographic Service Area(s)*

Hays

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

Substance Use Disorders, Marriage/Family/Relationship Concerns, Substance Abuse Detection, Probation Officers, Bailiff, Program/Court Coordinator, Licensed Mental Health providers, Substance Abuse Treatment, Other VTC related client services

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

Trauma and Stress Related Disorders, Substance Use
Disorders, Marriage/Family/Relationship Concerns,
Substance Abuse Detection, Probation Officers, Bailiff,
Program/Court Coordinator, Licensed Mental Health
providers, Substance Abuse Treatment, Other VTC related
client services

Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Number of Veterans* 45

Total Number of Clients to be Served: 45

Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? *

Yes

Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. *

Each client and their information is identified by its own unique case number. Program Manager is responsible for ensuring non-duplication by excluding previous counts from reporting updates.

Will your organization collect and verify Yes authorized beneficiary eligibility documents as prescribed by the RFA?*

Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).*

The eligibility verification documents will be retained in client case files stored in files cabinets that will be in a secured office.

How long does your agency retain grant documentation?*
3 years

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

Client services will include mental health assessments for 26 unduplicated clients, 187 sessions of individual and family counseling, alternative treatment - yoga for 2 unduplicated individuals and equestrian therapy for 2 unduplicated individuals - for mental health, substance abuse monitoring for 20 unduplicated individuals, a

probation officer hired on a yearly contractual basis, and inpatient care treatment for 5 unduplicated individuals. Majority are listed as Other VTC Services in budget

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

Active Duty, Reserves, National Guard, Veteran

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

Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

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

Initial Eligibility is determined by the County District Attorney's office based on their assessment of individual's crime, criminal history, and impact on public safety. Sex Offenses are restricted with the exception of "soliciting Prostitution" dependent on case circumstances. Acceptance is based on the following:

Nature and circumstance(s) of the offense(s) Mental health and Substance use history Participant motivation

Participant ability to meet requirements

Treatment Services Available

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

Organization Office, Other Location

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

Organization Office, Other Location

Can beneficiaries request services over Yes the phone?*

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

512-618-4520

Must be formatted as XXX-XXX-XXXX

Can beneficiaries request services or make an appointment online?*

No

Can beneficiaries apply for services via walk-in? *

No

Are services provided by appointment only?*

Yes

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

Demonstrated Need

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

14

Will your organization be providing mental health services as a component of your grant project?*

If Yes, select the conditions served:

Peer support services, Trauma and Stress Related Disorders,

Anxiety Disorders, Mood Disorders, Suicide Ideation and Behaviors, Substance Use Disorders, Concerns Related to Identity, Adjustment Disorders, Marriage/Family/Relationship Concerns, Other Mental Health Concerns Related to Veterans,

Dependents, and Surviving Spouses, Mental Health Crisis

Which individual, manualized trauma-focused Evidence-Based Practices(EBP) modalities does your organization use to treat mental health conditions? *

Yes

CBT, EMRD

List all EBP certifications held by the organization staff that will be utilized for the scope of this grant.*

EBP CERTIFICATIONS - ACCOMPANYING DOCUMENTS

EBP Certification Document

Note: These EBP documents are required before grant services begin.

Marketing and Outreach

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

Yes

Describe the organization's outreach plan.*

Direct linkage with the Hays County Jail with specific info provided in orientation packets to new inmates. Literature given to local Bail Bondsman. Presentations to various veterans' organizations

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

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

Yes

Describe the organization's marketing plan.*

Online marketing will be updated by the Program Manager and reviewed as needed. The marketing plan extends to advertising on social media such as Facebook, and presentations to various organizations

What marketing techniques will your organization be using to promote grant funded services?

Flyers and Brochures, Social Media, Other

Will beneficiary satisfaction of grantfunded services be measured? * Yes

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

Yes

▼ Financial Information

Does your organization have a maximum allowable amount per client? *

No

Does your organization have the ability to sustain this project without **FVA funding?***

No

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

Yes

What is the name, type, and version of New World Systems - Logos by Tyler Technologies

the software?*

Total Assets*

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

financial documents.

\$349,320,306.00 \$77,204,830.00 Total Liabilities*

Net Assets at the end of the Year*

\$272,115,476.00

Budget Tables

Salary & Fringe Group

Name	Total Grant Funded Salary	Total Grant Funded Fringe	Salary + Fringe	Fringe % of Salary
Gerald Ramcharan	\$58,742.00	\$22,566.00	\$81,308.00	38.42%
Shaun Mosqueda	\$40,258.00	\$17,641.20	\$57,899.20	43.82%
Total			\$139,207.20	

Travel Group

Category	Unit Cost	# Units	# Staff	Amount Requested
Local Mileage & Fees	\$0.55	3636	1	\$1,999.80
Conferences	\$2,620.00	1	4	\$10,480.00
Total				\$12,479.80

Supplies Group

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	\$250.00	8	\$2,000.00
Total			\$2,000.00

Direct Client Services Group

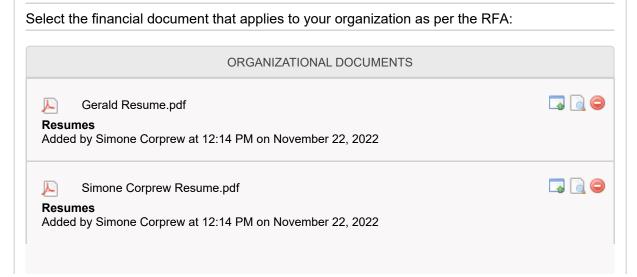
Category	Unit Cost	Quantity	Amount Requested
Contracted Staff Probation Officer	\$4,155.00	12	\$49,860.00
Substance Abuse Detection	\$720.00	20	\$14,400.00
Contracted Staff Mental Health Providers/Counselors	\$300.00	26	\$7,800.00
Contracted Staff Mental Health Providers/Counselors	\$180.00	187	\$33,660.00
Other VTC Related Client Services	\$257.00	2	\$514.00
Other VTC Related Client Services	\$368.00	2	\$736.00
Substance Abuse Treatment	\$7,523.00	5	\$37,615.00
Total			\$144,585.00

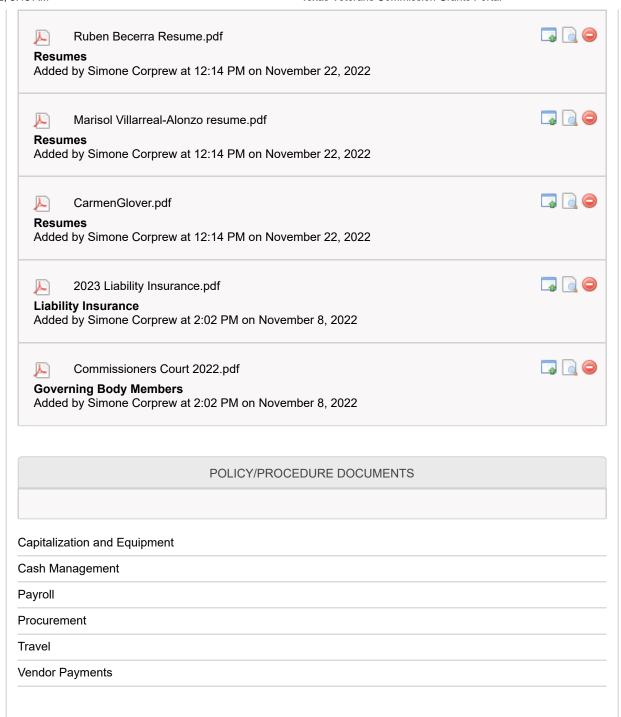
Other Direct Cost Group

Category	Unit Cost	Quantity	Amount Requested
Phone Service	\$100.00	12	\$1,200.00
Phone Service	\$44.00	12	\$528.00
Total			\$1,728.00

Total Budget: \$300,000.00

▼ Documents







AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a second 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. SHELL/T.CRUMLEY

Summary:

Halff Associates, Inc. Work Authorization #3 was approved by Commissioners Court on January 17, 2023, and a first nocost, time extension was approved on May 2, 2023. Halff is requesting a second no-cost, time extension to allow for the issuance of the environmental permit needed to complete the archeological assessment, completion of the survey, review and approval of the survey report and subsequent deliverables. This extension will allow for a new contract end date of August 25, 2023.

Fiscal Impact:

Amount Requested: None

Line Item Number: 154-800-97.5448

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request for Qualifications 2021-Q04, General Consultant for Program

Management - Park Bond

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

New Revenue Y/N?: N/A

Comments:

Attachments

Halff - 2nd Contract Extension



June 8, 2023

Lisa Griffin
Budget and Operations Manager
Countywide Operations, Hays County
101 Thermon Drive
San Marcos, TX 78666

Re: 2nd Amendment to Current Agreement – Request for CONTRACT TIME EXTENSION for the Hays County 2020 Parks & Open Space Bond Program, Work Authorization #3 for Sentinel Peak

Dear Ms. Griffin:

Halff would like to request a second contract time extension for Work Authorization #3 for Sentinel Peak from the current contract end date of July 14, 2023, to the new date of August 25, 2023. Additional time is needed to allow for issuance of the environmental permit needed to complete the archeological assessment, completion of the survey, review and approval of the survey report and subsequent deliverables.

Thank you for your favorable action on this request.

Sincerely, Kari Biddix	
Kari Biddix Program Manager	
Hays County, Texas(County)	
Ву:	-
Name:	-
Title:	_
Date:	, 20





Hays County Commissioners Court

Date: 06/20/2023

Requested By: T.CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the submission of a grant application to the Capital Area Council of Governments (CAPCOG) in the amount of \$26,636.44. INGALSBE/T.CRUMLEY

Summary

The Hays County Recycling & Solid Waste Department only has two balers at the Driftwood location that are in need of replacement. They are over 35 years old and at the end of their life. This grant will provide the opportunity to purchase two new replacement balers which are a vital component to the recycling operation. The replacement balers are vertical balers (6030HDB) that includes a 10HP Tri-Volt Motor. The total equipment cost is \$26,636.44 (\$13,318.22 each). There is no cost match required. However, the grant is only \$25,000 and there will be a difference of \$1,636.44 that the county will need to cover.

Attachments

Quote Application





Sell To:

Contact Name Billy Gephart

Bill To Name Hays County Recycling

Bill To 20290 FM150

Driftwood, TX 78619

USA

Email billy.gephart@co.hays.tx.us

Phone (512) 964-2960

Ship To Name H

Hays County Recycling

Ship To

Driftwood, TX 78619

20290 FM150

USA

Quote Information

Salesperson Email

Salesperson David Minton

dminton@wastequip.com

Salesperson Phone (800) 242-0122

Created Date 6/7/2023

Expiration Date

7/22/2023

Quote Number

WQ-10276601

Please Reference Quote Number on all

Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Baler - 222881	Vertical Baler (6030HDB Vertical Baler) includes a 10 HP Tri-Volt T.E.F.C. Motor, UL/CUL Listed with Magnetic Interlock, Low Temperature Oil / Sight Gauge, Slow Release 10" wheel, Built in Fork Lift Pockets, Push/Pull Emergency Stop, Key Start / NEMA 4 Rated Control panel, Ejection Chains (2), A.N.S.I Z.245.5 Compliant, and WASTEC rated	Color: TBD-Standard Color Voltage: TBD-3PH Feed Side: Front Feed	1.00	\$9,294.34	\$9,294.34
Baler - VAF-B-1	Side Mounted Power Unit		1.00	\$0.00	\$0.00
Baler - VAF-B-2	Low Temperature Oil		1.00	\$0.00	\$0.00
Baler - VAF-B-3	Large 27" Feed Opening		1.00	\$0.00	\$0.00
Baler - VAF-B-4	Eye Level Oil Sight and Temperature Gauge		1.00	\$0.00	\$0.00
Baler - VAF-B-5	Built-in Fork Lift Pockets		1.00	\$0.00	\$0.00
Baler - VAF-B-6	Full Bale Light and shutdown		1.00	\$0.00	\$0.00
Surcharge			1.00	\$1,858.87	\$1,858.87

Payment Terms Net 30 Days if credit has been established Subtotal \$11,153.21

Shipping Terms FOB Origin Shipping \$1,150.00

Tax \$1,015.01

Grand Total \$13,318.22

Additional Information

Additional Terms

Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C")



5712 Lower 3rd Street, Alexandria, LA, 71302 WQ-10276601

located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures	
Accepted By:	
Company Name:	 -
Date:	
Purchase Order:	

Please Reference Quote Number on all Purchase Orders



CAPCOG SOLID WASTE EQUIPMENT AND COLLECTION EVENT CALL FOR PROJECTS 2023 APPLICATION FORM

Organization and Project Contact Information

Entity Name:	Hays County			
Entity Type:	Municipality		School District	Other
Entity Address :	101 Thermon Drive,	San Marcos, TX 7	8666	
Contact Name:	Ashton Pecina			
Contact Title:	Grant Writer			
Contact E-mail:	ashton.pecina@co.h	ays.tx.us		
Contact Phone:	5123932209			
Project Cate	gory (select on	<u>e)</u>		
Equipment used	100% for solid waste co	llection (order mu	st be placed by 8/31/20	023)
Community colle	ection event (must occur	no later than 8/3	1/2023)	
Funding Rec	<u>juest</u>			
Total Project Cost:		\$26,636.44		
Amount Requested	(\$10,000 - \$25,000):	25,000.00		
Minimum Amount A	Acceptable:	\$10,000		

Project Timeline

Anticipated contract execution date if awarded	8/15/2023
Date entity can commit to completing project (purchase order issues for equipment or collection event completed, no later than 8/31/2023):	8/31/2023
Date entity can commit to completing paying vendor(s) for project (no later than 9/30/2023):	9/30/2023
Date entity can commit to completing invoicing CAPCOG for project (no later than 11/30/2023):	11/30/2023

Project Description

Provide a concise explanation of the project, including an explanation of how the applicant will ensure it meets all requirements explained in the call for projects.

- If applying for funding for equipment, explain what the equipment is, how it will be used to support municipal solid waste management, and what the basis for the cost estimate is.
- If applying for a collection event, explain where and when the collection event will take place, and what the basis for the cost estimate is.

Option one: Hays County is seeking to purchase two vertical balers for one of its recycling and solid waste locations. A baler is a machine used to compress materials into compact rectangular bales for the purpose of recycling. Hays County currently has two balers at this location that are over 35 years old and are at their end of life. They have each been repaired numerous times but sourcing parts to repair them has become difficult. The balers are a vital component of the recycling operation. The baled material reduces the overall volume of waste and allows staff to safely store the compacted material in limited space. The basis of the cost estimate of the baler is relied on quotes received from reputable vendors under a purchasing co-op contract.

Project Budget Summary

Provide details of the project cost below. Total should add up to total project cost on page 1.

Budget Category	Total Project Cost
Equipment (items with a per-unit acquisition cost of more than \$5,000)	\$26,636.44
Supplies	0
Contractual Expenses	0
Other Expenses (salary, fringe, indirect, and cost allocations are not eligible)	0
Total Project Cost (equal to total project cost on page 1)	25,000.00

Project Budget Details

Provide further detail on the components of each budget category listed above in the total project cost. Also include details on any match being provided, such as how much money is already budgeted for this project, etc. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the grant recipient. Procurement must follow all state laws, and must conform to entity's procurement policy.

I item that is being requested is a Vertical Baler (6030HDB) Vertical Baler) includes a 10 HP Tri-Volt T.E.F.C. Motor, UL/CUL listed with Magnetic Interlock, Low-Temperature Oil/ Sight Gauge, Slow Release 10" wheel, Built-in Fork Lift Pockets, Push/Pull Emergency Stop, Key Start/ NEMA 4 Rated Control panel, Ejection Chains (2), A.N.S.I.Z.245.5 Compliant, and WASTEC rated. The color is TBD- Standard. The Voltage is TBD-3PH. Included with the purchase of the Vertical Baler includes: Side Mounted Power Unit, Low-Temperature Oil, Large 27" Feed Opening, Eye Level Oil Sight and Temperature Gauge, Built-in Fork Lift Pockets, Full bale Light, and shutdown.

There is no cost match for this item.

Resolution Requirement

funding for the FY 2024-2025 biennium?

l No

X Yes

Does your entity's governing body require that a resolution in support of a grant application be adopted before it can be submitted?
☐ Yes No
If Yes, please include a copy of the attachment in the application.
If, due to timing, a resolution cannot be adopted in time for the application deadline, please indicate the date that a resolution will be considered by the governing body (no later than Thursday, 6/22/2023): Click or tap to enter a date.
Consideration for Funding in FY 2024-2025
If not selected for funding under this call for projects, do you wish for this project to be considered for

Submit by email to kmay@capcog.org and rpatterson@capcog.org with the subject line "Solid Waste Grant Application" no later than 1 p.m., June 16, 2023

Certifications and Assurances

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the call for projects. By submitting this application, the person listed on page 1 represents to CAPCOG that it is acting on behalf of the applicant and makes the certifications below.

Authority to Submit Application

The person signing this application hereby certifies that he/she is the official contact regarding this application and has authority from the applicant to submit this application/

Availability of Funds and Reimbursement

Applicant certifies that the initial funds necessary to cover 100% of the project costs are currently available and understands that such that the applicant will be able to pay all project expenses and submit a request for reimbursement to CAPCOG following payment of any vendors.

Application Contains No False Statements

Applicant certifies that this application has no false statements, and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The applicant understands that the COG will not accept any amendment, revision, addition or alteration to this application after the final date and time for submission.

Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

Debarment from State Contracts

Applicant certifies that it is not barred from participating in state contracts by the State of Texas Comptroller of Public Accounts under the provisions of §2155.077, Government Code.

Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

Consistency with Regional Solid Waste Management Plan

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the RSWMP of the COG.

Technical Feasibility

Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the call for projects.

Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCOLE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the COG. The grant contract will contain several standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. To ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

Compliance with Standard Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the State of Texas Grant Management Standards and the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment acquired under the agreement.

Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the COG or the TCEQ for information on municipal solid waste management activities.

Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the COG on a schedule established by the COG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the COG with a follow-up results report approximately one year after the end of the grant term.

Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by the COG.

Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the State of Texas Grant Management Standards prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 through 5.167, Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the State of Texas Grant Management Standards apply to all recipients of funding under this grant.

Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Mike Jones
Sponsor: Judge Becerra

Agenda Item:

Ratify the submission of a Public Assistance Grant Request to the Federal Emergency Management Agency (FEMA) for reimbursement of debris cleanup from Winter Storm Mara. BECERRA/MIKE JONES

Summary:

The Hays County Office of Emergency Services is submitting a request for Public Assistance for the reimbursement of funds expended in preparation, response and recovery operations of Winter Storm MARA. These include: employee overtime, trimming, collection of brush/vegetation, grinding and hauling of mulch.

Fiscal Impact:

Amount Requested: 25% required cash match

Line Item Number: 001-656-99-182]

Budget Office:

Source of Funds: FEMA Grant Funds
Budget Amendment Required Y/N?: No

Comments: Commissioners Court declared an emergency on 2/14/23 and budgeted \$500k for expenditures related to this disaster. Once final costs are determined, 75% will be budgeted as revenue to offset these costs. The 25% cash match may also be met by recorded donated resources.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: TBD once final costs are determined

Comments:



Hays County Commissioners Court

Date: 06/20/2023

Requested By: T.CRUMLEY Sponsor: Judge Becerra

Agenda Item:

Authorize the acceptance of a grant award from the Texas Veterans Commission for the FY24 Assistance to Veterans Program. BECERRA/T.CRUMLEY

Summary:

The Hays County Veteran Service Office was awarded \$100,000 from the Texas Veteran Commission Office. On November 9th, 2021, the Commissioners Court approved the submission of a grant application to the Texas Veterans Commission for the continuation of funding for the Hays County Assistance to Veteran's Program in the amount of \$150,000. Due to the reduction in awarded funds and recent increases to staff salaries, the Veterans Service Office is requesting the county provide a match of \$21,359.24 from the start of the grant period till the end, 07/07/2023-06/30/2023 in order to continue providing services at the current level.

Fiscal Impact:

Amount Requested: \$21,359.24 (annually) \$5,339.81 (FY23)

Line Item Number: 001-720-99-136]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Move portion of salary/fringe not covered by grant to VSO Operating budget. Possible funding source, county-

wide salary adjustments.

(3,544) Decrease Staff Salarie	s 001-720-99-136.5021	3,544 Increase Staff Salaries	001-720-00.5021
(220) Decrease FICA	001-720-99-136.5101_100	220 Increase FICA	001-720-00.5101_100
(51) Decrease Medicare	001-720-99-136.5101_200	51 Increase Medicare	001-720-00.5101_200
(485) Decrease Retirement	001-720-99-136.5101_300	485 Increase Retirement	001-720-00.5101_300
(1,000) Decrease Medical	001-720-99-136.5160_400	1,000 Increase Medical	001-720-00.5160_400
(34) Decrease Dental	001-720-99-136.5160_500	34 Increase Dental	001-720-00.5160_500
(6) Decrease Life	001-720-99-136.5160_600	6 Increase Life	001-720-00.5160_600
5,340 Decrease Revenue	001-720-99-136.4301	(5,340) Decrease CW Salary Ad	lj 001-645-00.5091

Auditor's Office:

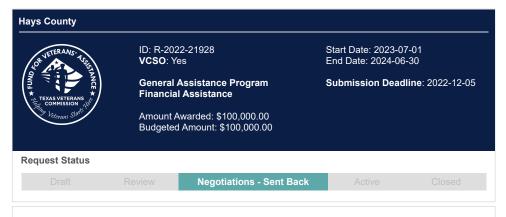
Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: No

Comments:

Attachments



▼ Negotiations

Feedback

1. See Grant Negotiations Training Guide: https://www.tvc.texas.gov/wp-content/uploads/2023/05/FVA-Grant-Portal-Negotiations-Training-Guide.mp4 2. Principal Participants: update as needed. Instructions: FLUXX > click 'People' (Left side) > to update, select appropriate individual and click 'Edit' (top Right) OR to add a new individual, click 'Create New' (bottom Right) > click 'Requests to Edit' (Left side) > click 'Edit' (top Right) > make update(s) under Principal Participants > click 'Save' or 'Save and Close'. 3. Budget Tables: create narratives for each Budget Group Expense in appropriate Line Item Details field explaining the use of requested funds. See RFA for guidance and verbiage. 4. Your application is a renewal, so was submitted as a duplicate from last year's original approved application. If any amendments were approved and are not reflected on this application, please make those changes. 5. Salaries & Fringe Group: review that all costs, % of time allocated, and employee names are current - update as needed. 6. Salaries & Fringe Group: in 'Comments to TVC' field, annotate how many pay periods per year. 7. Supplies Group / Office Supplies: in Details field, please type "general expendable office supplies". Only items not expendable must be listed as separate Line Items.

Comments for TVC:

working on the grant funded project are

veterans?*

Status ▼ Table of Contents Additional Organization Information Full Application Summary of Services Marketing and Outreach Financial Information Budget Tables Documents Additional Organization Information How many organizational employees 4

On average, how many veterans does the organization serve annually? *

On average, how many clients does the 71

organization serve annually? *
Percentage of clients served by the

organization who are veterans:

68%

Principal Participants

Executive Director * Ruben Becerra

Chief Financial Officer * Marisol Alonzo

Chief Operations Officer:

Project Manager / Coordinator * Jude Prather

Project Accountant * Carmen Glover

Media / Communications Coordinator * Kim Hilsenbeck

Returning Grant

Does your organization currently have an active FVA Grant? *

Yes

an active FVA Grants

Active Grant ID:

GT-VSO22-004

Active Grant Amount:

\$150,000.00

Does your organization have a second

Yes

active FVA grant? *

Second Active Grant ID: GT-VTC22-013

Second Active Grant Amount: \$300,000.00

▼ Full Application

▼ Summary of Services

Geographic Service Area(s)*

Hays

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

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

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

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

Assistance

Who will the organization provide direct services to under the proposed project? Check boxes

below.* Veterans:

Yes

Dependents:

Yes

Surviving Spouses:

Yes

Number of Veterans* 48

Number of Dependents* 11

Number of Surviving Spouses* 12

Total Number of Clients to be Served: 71

Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? *

Yes

Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. *

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

Will your organization collect and verify Yes authorized beneficiary eligibility documents as prescribed by the RFA?*

Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).*

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

How long does your agency retain grant documentation?*

Three years

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

Hays County Veteran Service Office (VSO) will provide limited emergency assistance and financial relief to eligible beneficiaries who can demonstrate financial need.

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

Veteran

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

Honorable, General Under Honorable Conditions, Other Than

Honorable Conditions

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

Eligible beneficiaries receiving financial assistance should be able to demonstrate financial need through a monthly income/expense analysis or family budget review performed by the Grantee.

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

Organization Office, Via Phone

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

Organization Office

Can beneficiaries request services over Yes the phone?*

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

512-393-8387

Must be formatted as XXX-XXX-XXXX

Can beneficiaries request services or make an appointment online?*

Yes

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

Beneficiaries may email veteranservices@co.hays.tx.us to request an appointment

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

Are services provided by appointment only?*

Yes

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

Demonstrated Need

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

18

▼ Marketing and Outreach

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

Yes

Describe the organization's outreach plan.*

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

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

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

Describe the organization's marketing plan.*

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

Yes

organization be using to promote grant funded services?

What marketing techniques will your Flyers and Brochures, Social Media , Other

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

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

▼ Financial Information

Does your organization have a maximum allowable amount per client? *

No

Does your organization have the ability to sustain this project without

No

FVA funding?*

Does your organization use software Yes

to record accounting transactions and manage financial book keeping?*

What is the name, type, and version of Tyler Tecnology

the software?*

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

\$349,320,306.00 Total Assets* \$77,204,830.00 Total Liabilities* Net Assets at the end of the Year*

\$272,115,476.00

Budget Tables

Salary & Fringe Group

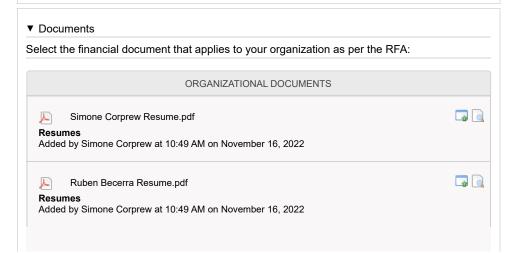
Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Amanda Gomes Torres	Case Manager	\$41,697.12	66%	\$27,520.10
Total Fringe: \$21,124.16		Total Grant Funded Fringe: \$13,941.95		

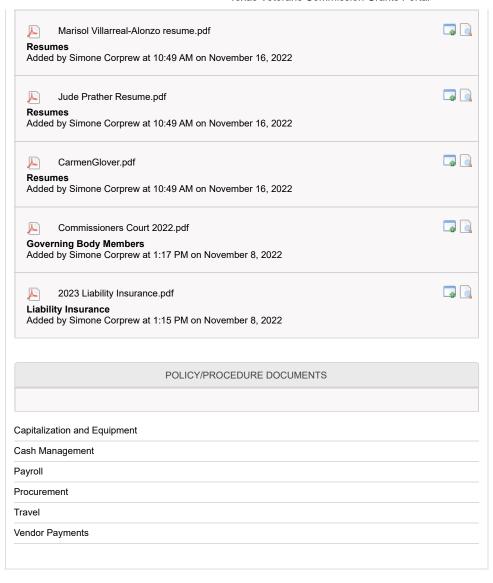
Social Security: \$2,585.22 Medicare: \$604.61 FICA: \$3,189.83	Health: \$11,760.00 Dental: \$404.88 Vision:	Life: \$65.28 Disability: Worker's Comp:	Unemployment: Retirement: \$5,704.17	Parking: Phone:
Total Salary + Fringe: \$41,462.04		Fringe % of Salary: 50.66%		
Total Salary				\$41,462.04

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Mortgage	\$2,000.00	8	\$16,000.00
Rent	\$1,800.00	9	\$16,200.00
Utilities	\$168.00	24	\$4,032.00
Food Voucher	\$175.00	12	\$2,100.00
Restorative Dental	\$1,500.00	2	\$3,000.00
Assistive Technologies	\$500.00	6	\$3,000.00
Transportation Beneficiary Vehicle	\$12,429.98	1	\$12,429.98
Transportation Rides	\$1,775.98	1	\$1,775.98
Total			\$58,537.96

Total Budget: \$100,000.00









Hays County Commissioners Court

Date: 06/20/2023

Requested By: Kelly Higgins, DA
Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment to Wingate by Windham in the amount of \$621.10 for the District Attorney's Office for witness expenses, where no purchase order was issued according to County Policy. INGALSBE/HIGGINS

Summary:

Arrangements were made for a witness to stay four nights at the Wingate Hotel. The trial lasted longer than anticipated and the witness was needed for an additional two days bringing the cost of the room over \$500.00 where no purchase order was obtained per County Purchasing Policy.

Fiscal Impact:

Amount Requested: \$621.10 Line Item Number: 081-607-00.5435

Budget Office:

Source of Funds: DA Drug Forfeiture Fund Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

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

New Revenue Y/N?: N/A

Comments:





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding Sponsor: Judge Becerra

Agenda Item

Approve specifications for IFB 2023-B15 Regulatory Road Signs and authorize Purchasing to advertise and solicit for bids. **BECERRA/BORCHERDING**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Regulatory Road Signs on an as needed basis. These materials are generally used by the Hays County Transportation Department.

Attachments

IFB 2023-B15 Regulatory Road Signs Attachment A: IFB 2023-B15 Bid Form



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2023-B15 Date Issued: June 22, 2023 **Regulatory Road Signs 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: 10:00 a.m. local time July 14, 2023. Proposals received after the time and date set for submission will be returned unopened. Questions concerning this RFP must be For information please email: received in writing no later than 5:00 Phone No.: (512) 393-2283 purchasing@co.hays.tx.us on July 3, 2023 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's Authorized Representative Respondent **Entity Name:** Name: Title: Mailing Address: **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 Date: Agenda Item: made by Commissioners Court on: Important: Award notice may be made on this form or by Hays County Judge Date other Authorized official written notice. Hays County Clerk Date

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I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The follo	owing forms MUST be returned for the bid/proposal to be considered responsive:
1.	Solicitation, Offer and Award Form completed and signed
2.	Mandatory Bid Form: Attachment A
3.	Vendor Reference Form
Require	d 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 (<u>www.SAM.gov</u>) Entity Registration Page
11.	Any addenda applicable to this solicitation
Hays Co	unty 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) 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-B15

Regulatory Road Signs

3. Issuing Office: Hays County Auditor

Purchasing Office

712 S. Stagecoach Trial, 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:

July 14, 2023; 10:00 AM, Central Time (CT)

6. Initial Contract Term: August 2023 – August 2024

7. Optional Contract Terms: Four (4) optional one (1) year terms

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 July 3, 2023, 5:00 p.m. CT. <u>Telephone inquiries will not be accepted.</u> Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD

websites for the benefit of all potential respondents. The County

reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are

responsible for monitoring the websites for such materials.

Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph.

Respondents should not rely upon any other sources of written or oral

responses to inquiries.

10. Addenda Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the

Respondent's responsibility to acknowledge receipt of all addenda with bid submission.

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 Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

June 22, 2023	Issuance of RFP
July 3, 2023	Deadline for Submission of Questions (5:00 PM CT)
July 14, 2023	Deadline for Submission of Bids (10:00 AM CT)
	Late bids will not be accepted.
August 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Regulatory Road Signs on an as needed basis. These materials are generally used by the Hays County Transportation Department.

B. Materials Requirements

All materials listed shall meet conform to the standards and specifications detailed in the most current Texas Manual of Uniform Control Devices (TXMUTCD). Standards Drawings of required signage may be found on the TxDot Website under Traffic design standards for signs, signals, and markings.

C. Qualifications

RESPONSIBILTY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the entity registration page showing you are an active member.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for 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.

D. Mandatory Bid Form

Respondent must provide pricing by completing the mandatory bid form included as Attachment A: IFB 2023-B15 Bid Form. Pricing for materials and signs shall be bid for pickup by Hays County with a delivery option to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640.

Shipping/Delivery shall be F.O.B. destination, therefore, delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. **Unit prices should be bid utilizing High Intensity Prismatic (HIP) pricing**.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

ESTIMATED QUANTITIES: Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount for the bid unit price. Any limit on quantities available must be stated expressly in the bid. Individual orders and payments will be made in accordance with the contract.

E. Submittal Requirements

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

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court. Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

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

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

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

MULTIPLE AWARDS can be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and will be in effect for a year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

H. Invoicing

Invoices shall be sent directly to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B06.1) associated with the materials as listed on the bid form.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the IFB.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.
- 2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.
- 3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

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

Hays County Auditor

Attention: Accounts Payable 712 S Stagecoach Trail, Suite 1071

- San Marcos, Texas 78666
- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
- 5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
- 6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
- 7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
- 8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
- 9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
- b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- 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 fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

- 21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
- 22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
- 23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.
- 27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.
- 28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- 33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.
- 34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
 - a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, ensure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00

Property Damage | \$1,000,000.00

Commercial General Liability (Including Contractual Liability):				
Bodily Injury (Each accident)	\$1,000,000.00			
Property Damage	\$100,000.00			
Excess Liability:				
Umbrella Form	Not Required			
Labor Liability:				
Worker's Compensation	Meeting Statutory			
	Requirements			

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE	
Company Name:	
Address:	
Contact Person and Title:	
Phone Number:	
Scope & Duration of Contract:	
Email:	
REFERENCE TWO	
Company Name:	
Address:	
Contact Person and Title:	
Phone Number:	
Scope & Duration of Contract:	
Email:	
REFERENCE THREE	
Company Name:	
Address:	
Contact Person and Title:	
Phone Number:	
Scope & Duration of Contract:	
Email:	

VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf info form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded yendor.

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This guestiannoire reflects shanges made to the law by U.D. 02, 04th Leg. Degular Section	OFFICE USE ONLY
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	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	1
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.	th the local government officer.
A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor?	ikely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 n other business entity with respect to which the local government officer serves as an cownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	
7	
Signature of vendor doing business with the governmental entity	Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

Acomplete 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.

<u>Local Government Code § 176.001(1-a):</u> "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 ${\bf w}$ ith respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:	 	
PRINT NAME & TITLE:	 	
COMPANY NAME:		

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, 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 if Hispanic origin, Asian Americans and American Indians.

<u>Businesses</u> 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.

<u>Certified HUB's</u> 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.

<u>Statutory bid limit</u> 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	B Practices:
	· .
Signature	Date

X. Hays County House Bill 89 Verification

l,	(Person name), the undersigned representative of	
(Con	npany or Business name, hereafter referred to as Company)	being an adult
over the age of eighteen (18) years of age, a	fter 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, Governme	ent Code Chapte
2270:		
 Does not boycott Israel currently; ar Will not boycott Israel during the te 		
Pursuant to Section 2270.001, Texas Govern	ment Code:	
that is intended to penalize, inflict en with a person or entity doing busine made for ordinary business purpose.	leal with, terminating business activities with, or otherwise to conomic harm on, or limit commercial relations specifically w ss in Israel or in an Israeli-controlled territory, but does not in s; and proprietorship, organization, association, corporation, partne	vith Israel, or nclude an action
	l liability partnership, or any limited liability company, includi subsidiary, parent company or affiliate of those entities or bu ofit.	•
Signature of Company Representative	Date	
On this day of	, 20, personally appeared	, the
above-named person, who after by me bein	g duly sworn, did swear and confirm that the above is true a	nd correct.
NOTARY SEAL		
	Notary Public in and for the State of Texas	
	(if other than Texas, Write state in here)
	Data	
	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 Toyos which do husiness with Iron Sudan or any Foreign Toyos with Iron Sudan or any Foreign Toyo with Iron Sudan or any Iron Iron Iron Iron Iron Iron Iron Iron
of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.
County Furthasing 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 d business with Iran, Sudan or any Foreign Terrorist Organization.
Print Name of Hays County Purchasing Representative
Signature of Hays County Purchasing Representative
 Date
Solicitation number

XII. Vendor/Bidder's Affirmation

- 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 Go Vendor/Bidder:	overnment Code, Vendor/Bidder, hereby affirms that
	Does not own taxable property in Ha	ys County, or;
	Does not owe any ad valorem taxes t	to Hays County or is not otherwise indebted to Hays County
Name	of Contracting Company	•
lf taxal	ble property is owned in Hays County, list prope	erty ID numbers:
Signatı	ure of Company Official Authorizing Bid/Offer	
	d Name	- <u>- Title</u>
riiile	u Ivallie	TILLE
 Email <i>i</i>	Address	Phone

XIII. Debarment and Licensing Certification STATE OF _____ § **COUNTY OF HAYS** § I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals: a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default; e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years. Name of Firm Signature of Certifying Official Title of Certifying Official Printed Name of Certifying Official Date Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification. SUBSCRIBED and sworn to before me the undersigned authority by ______on this the day of ______, 20____, on behalf of said Firm. Notary Public in and for the State of Texas

(if other than Texas, Write state in here ______)

My commission expires:

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

<u>This form is required to be completed in full and submitted with the proposal package.</u> 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 Cour	nty Employee		
Employee Name	Title		
Section B: Former Hays Cour	nty Employee		
Employee Name	Title		Date of Separation from County
Section C: Person Related to	Current or Former	Hays County Emplo	oyee
Employee or Former Employ	ee Name	Title	
Name of Related Person		Title	Relationship
Section D: No Known Relatio	<u>nships</u>		
If no relationships in accorda	ance with the above	e exist or are known	to exist, provide a written explanation below:

Attach additional pages if necessary.

l, the undersigned, hereby certify that the	e 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 Con	sanguinity	
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent

^{*} An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.

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

[&]quot;Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

[&]quot;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 <u>Federal Affirmation and Solicitation Acceptance</u>, 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 programspecific 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
- i. 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 compacceptance, while checking "NO" denotes n	ly with the Federal Affirmations specified above. Checking "YES" indicates on-acceptance.
YES NO	
Authorized Signature:	
Printed Name and Title:	
Respondent's Tax ID:	Telephone:
appropriate official documentati	r other legal entity, please attach a corporate resolution or other on that states that the person signing this Solicitation Response is an d legally bind the corporation or entity.

Attachment A: IFB 2023-B15 Bid Form

ITEM	CODE	DESCRIPTION	SIZE	Price
		* - ALL SIGNS .080 ALUMINUM		
REGULATORY SIGNS				
1	R1-1	STOP-STD	30X30	
2		STOP SIGN	36X36	
3	BR1-2	YIELD	30X30	
4	MR1-2	YIELD-MIN	36X36	
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24	
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30	
7	R1-4	ALL-WAY (STOP)	18X6	
8	R8-1T	R7 SERIES PARKING RESTRICTION NO PARKING ON BRIDGE-STD	24X30	
9	R8-3a	NO PARKING ON BRIDGE-STD NO PARKING (SYMBOL)-STD	24X24	
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36	
11	R19-7	NO FISHING FROM BRIDGE	12X24	
12	KIJ 7	NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24	
13		NO DUMPING ALLOWED \$15-\$200 FINE	24X36	
	R1-5BL	STOP HERE FOR PEDESTRIAN(EMBLEM)	36X36	
	R4-1	DO NOT PASS	18X24	
13	R1-6A	STOP HERE FOR PEDESTRIANS WITHIN CROSSWALK	36X12	
		WARNING SIGNS		
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30	
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30	
16	MW1-2R	CURVE RIGHT	30X30	
17	MW1-2L	CURVE LEFT	30X30	
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30	
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30	
20	MW1-4L	REVERSE L, R CURVE	30X30	
21		REVERSE R, L CURVE	30X30	
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30	
23		WINDING ROAD (1ST CURVE RIGHT)	30X30	
24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18	
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24	
26	MW1-7	DOUBLE ARROW-MIN	36X18	
27	W1-7	DOUBLE ARROW	48X24	
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18	
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18	
30	MW2-1	CROSS ROAD SIGN (OO DEC.) MAIN	30X30	
31 32	MW2-2 MW2-3	SIDE ROAD SIGN (90 DEG.)-MIN SIDE ROAD SIGN (45 DEG.)-MIN	30X30 30X30	
33	MW2-4	"T" INTERSECTION-MIN	30X30	
34	MW2-5	"Y" INTERSECTION-MIN	30X30	
35		STOP AHEAD	30X30	
36		STOP AHEAD	36X36	
37	MW3-2a	YIELD AHEAD	30X30	
38	MW3-2a		36X36	
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30	

	ı		
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30
41		NARROW BRIDGE (SYMBOL)	30X30
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30
43		NO OUTLET W/ARROW	36X8
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30
47	MW8-2	DIP SIGN-MIN	30X30
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30
49	MW8-11	CATTLE GUARD	30X30
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30
53	MW11-4	COW XING (SYMBOL)-MIN	30X30
54		HORSE XING(SYMBOL)-MIN	30X30
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30
58	W13-1	ADVISORY SPEED MPH-STD	18X18
59	MW14-2	NO OUTLET SIGN-MIN	30X30
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24
63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36
65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12
	W6-1	TWO WAY TRAFFIC W/MEDIAN	30X30
	W6-2	TWO WAY TRAFFIC W/MEDIAN	30X30
66		HIGH WATER	30X30
67		SLIPPERY WHEN WET	30X30
		CONVENTIONAL GUIDE SIGNS	
68	D26	FLOOD GAUGE (WORDS)	18X12
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6
72		ROAD CLOSED THRU TO TRAFFIC	60X30
73		ROAD CLOSED	48X30
		SCHOOL RELATED SIGNS	
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30
		CONSTRUCTION SIGNS	
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30
78		ROAD WORK AHEAD (WORDS)-MIN	30X30
79		BE PREPARED TO STOP (WORDS)-STD	30X30
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30
81	MCW8-7		30X30
82		SHOULDER DROP-OFF	30X30
83		END OF ROAD WORK	
	I		<u> </u>

84	DETOUR WITH LEFT OR RIGHT ARROW	24X30
	* - SIGNS MUST COMFORM TO ASTM B449	
	BLANK SIGNS FOR STREET NAMES WITH HOLES	
1	RED REFLECTIVE	24X6
2	RED REFLECTIVE	30X6
3	GREEN REFLECTIVE	24X6
4	GREEN REFLECTIVE	30X6
	GREEN REFLECTIVE	30X9
	BLANK SIGNS	
5	WHITE WITH BLACK BORDER	18X24
6	WHITE WITH BLACK BORDER	12X18
7	WHITE WITH BLACK BORDER	24X24
8	WHITE WITH BLACK BORDER	30X30
9	YELLOW WITH BLACK BORDER	18X24
10	YELLOW WITH BLACK BORDER	12X18
11	YELLOW WITH BLACK BORDER	24X24
12	YELLOW WITH BLACK BORDER	30X30
	POSTS & ANCHOR BASE	
13	GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.
14	SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE	
	PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.
15	SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE	
	PERFORATED ON 4 SIDES (2"X2")	3 FT.
	13/4 SQ POST CAP 51/2 FLAT BLADEHOLDER	
	RIVETS, BOLTS & NUTS	
16	STEEL DRIVE RIVET	3/8"
17	CORNER BOLT (5/16 DIAMETER)	2"
18	FLANGE NUT (5/16 DIAMETER)	
	BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS	
19	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"
20	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"
21	RED REFLECTIVE TAPE	2"
22	PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"
23	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)	
24	SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE	
25	REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"
26	ORANGE FLAGS	18"
27	ORANGE FLAGS	24"
28	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)	
	VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO	
	FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING	
29	DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36
30	ORANGE CONES W/REFLECTIVE TAPE	28'
31	ORANGE CONES	28"



agenda item request form: $G.\ 18$.

Hays County Commissioners Court

Requested By: Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Date: 06/20/2023

Authorize the contract renewal of RFP 2022-P08 HVAC - Maintenance & Repair Services, Jail with SI Mechanical, LLC. INGALSBE/CUTLER

Summary:

RFP 2022-P08 is scheduled to expire on July 18, 2023., and SI Mechanical, LLC 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. The Hays County Sheriff's Office utilizes this contract for HVAC preventative maintenance and repairs to the HVAC systems located at the Jail. The Sheriff's Department is happy with SI Mechanical's service response time and performance, and recommends the renewal of the contract.

Fiscal Impact:

Amount Requested: Per bid sheet Line Item Number: 001-618-03.5451

Budget Office:

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

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P08 HVAC - Maintenance & Repair Services, Jail G/L Account Validated Y/N?: Yes, Building Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Renewal - RFP 2022-P08



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

June 2, 2023

Si Mechanical, LLC P.O. Box 1589 Buda, Tx 78610

RE: Annual contract renewal

The annual contract for RFP 2022-P08 HVAC - Maintenance & Repair Services, Jail, is scheduled to expire on July 18, 2023. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective July 19, 2023 – July 18, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA Hays County Auditor

Lieli	SI Mechanical LLC	
Signature	Company	
Riley Sullivan	06/05/2023	
Printed Name	Date	
Approved by the Hays County Commissioners Court on:		
	Ruben Becerra	
	Hays County Judge	





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Daphne Tenorio Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage capital Bank, N.A. for a period not to exceed 92 days (September 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code. **BECERRA/TENORIO**

Summary:

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P10) and the County received one response. After review from the committee, the committee recommended rejecting the proposal. On July 31, 2021, Commissioner Court approved the rejection of the proposal.

The County is currently working on developing a new scope of work that better meets the needs of the County for a new solicitation. The County is requesting a thirteenth extension with Sage Capital Bank through September 30, 2023, to allow Hays County to re-solicit and secure a new contract. Sage Capital Bank assesses a \$5,000 monthly service charge as well as letter of credit (LOC) fees which vary based on LOC values.

Fiscal Impact:

Amount Requested: \$20,000 (bank depository fees, plus additional LOC fees)

Line Item Number: 001-620-00.5310

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 Section 262.024 (a)(4) of the Texas

Local Government Code.

G/L Account Validated Y/N?: Yes, Bank Depository Fees

New Revenue Y/N?: N/A

Comments:

Attachments

(PE Extension13)



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

May 10,2023

Sage Capital Bank, N.A. Gonzales, TX 78629

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on June 30, 2023, and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 92 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently to collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on September 30, 2023, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA Hays County Auditor

Mily Mohy Signature	Sage Capital Bank
Michael Murphy Printed Name	5/16/23 Date
Approved by the Hays County Commissioners Court on:	
	Ruben Becerra
	Havs County Judge





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jennifer Doinoff & Jeff McGill

Sponsor: Commissioner Shell

Agenda Item:

Approve the Elections and IT Departments to authorize L.D. Tebben Company Inc. to perform roofing repairs valued at \$4,723.00 on the IT-Election Building, pursuant to TIPS Contract 21060301 and amend the budget accordinly. SHELL/DOINOFF/MCGILL

Summary:

During the last rainstorm there were roofing repairs identified on the IT-Elections Building. L.D. Tebben Company, Inc. will provide the necessary repairs in the attached scope of work, total amount of \$4,723.00 pursuant to TIPS Contract 21060301.

Fiscal Impact:

Amount Requested: \$4,723

Line Item Number: 001-655-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,723 - Increase Elections Misc. Capital Improvements 001-655-00.5741 (\$4,723) - Decrease Co-Wide Misc. Capital Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, The Interlocal Purchasing Systems (TIPS) Cooperative Contract 21060301

G/L Account Validated Y/N?: Yes

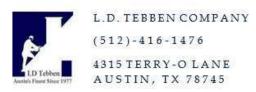
New Revenue Y/N?: N/A

Comments:

Attachments

Renovation Proposal





Date: May 19, 2023

Hays County Procurement Manager 712 S. Stagecoach Trail, Suite 1071 San Marcos, TX 78666

Amanda Lamkin,

Thank you for the chance to give you a proposal for Roof Repair pipe penetrations

Below you will find a brief scope of work and pricing for this project.

Scope of work:

- Inspect existing standing seam roof at areas pre marked by others to have penetrations installed.
- Set-up safety for the approved work areas
- Verify pipe will not be at a lap joint of existing standing seam roof.
- Clean 10'x10' areas at new pipe penetrations at 2 areas
- Prime 10'x10' area at new pipe penetrations at 2 areas
- Verify holes cut by others are appropriate size for new penetration at 2 areas.
- Install 2 new 5" decktite boots over pipe penetrations installed by others.
- Install metal screws with neoprene washers per manufacturer specifications.
- Seal new decktite installations per manufacturer specifications
- Remove all roof related repair debris from premises.
- Remove all safety equipment from roof
- Includes a 1-year workmanship warranty.

Price:\$4,723.00		
Exclusions: permits/bonds, of	f hours.	
Notes: 1. All work will be installed	per manufactures standards exclusions are inclu	ided in the following pages
** Pricing is good for 30 days. After 3	30 days pricing may change due to material co	ost increases. **
By signing below the Authorized Rep	presentative accepts the above pricing. Terms	are Net 30 from the Day of Completion
Accepted By	Date:	
Purchase Order(If required)		
Respectfully Submitted,		
TIPS Number 21060	301 Roofing	

Bert Kivell Service Department LD Tebben | PRC 4315 Terry-O Lane Austin, Texas 78745



AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 06/20/2023
Requested By:

Sponsor: Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an Easement Agreement for Roadway between Kenneth Jeffries and Hays County, related to the County's maintenance of River Mountain Road, and authorize staff to file the same in the Official Public Record of the County. SHELL

Summary:

See attached easement.

Fiscal Impact:
Amount Requested: N

Amount Requested: N/A Line Item Number: N/A

Budget Office:

Auditor's Office:

Attachments

Easement Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAYREMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT FOR ROADWAY

(Jeffries to County of Hays, Texas)

20

Bute.	
Grantor (Servient Property Owner):	Kenneth Layton Jeffries
Grantor's Mailing Address:	151 White Wings Rd., Hays County, Wimberley, TX 78676
Grantee (Easement Owner):	Hays County, a political subdivision of the State of Texas

Grantee's

Date:

Mailing Address: 111 E. San Antonio Street, Suite 300, San Marcos, Hays County, TX 78666

Servient Estate Property:

All of Tract A2 of the White Wings subdivision, aka 151 White Wings Rd., Wimberley, TX 78676 as depicted and created in the Official Public Map and Plat Records of Hays County, Texas at Vol. 7, Pages 295-96; Hays County Parcel ID R72295; Conveyance to Grantor by Cash Warranty Deed of record at Vol. 2207, Page 614 of the Official Public Records of Hays County, Texas.

Easement Property:

That certain roadway tract of land particularly described in *Exhibit A* of this Agreement and as depicted and created in the Official Public Map and Plat Records of Hays County, Texas at Vol. 7, Pages 119-20, and Vol. 7 Pages 295-96 as highlighted and depicted on *Exhibit B* of this Agreement.

Easement Purpose:

For Grantee's construction and maintenance of a public road within the Easement Property for year-round pedestrian and vehicular ingress and egress across and to or from the Servient Estate Property.

Consideration:

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from and Exceptions to Conveyance and Warranty:

This grant is made and accepted subject to any and all restrictions, covenants, reservations, and other easements, if any, relating to the Easement Property and the Servient Easement Estate, but only to the extent they are still in effect and are shown of record in Hays County, Texas.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances to the Easement Property for the Easement Purpose in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from and Exceptions to Conveyance and Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

- 1. Character of Easement.
 - a. The Easement is nonexclusive and irrevocable.
 - b. The Easement is non-transferrable.
 - c. The Easement is for the benefit of Grantee and the Public (collectively "Holder").
- 2. *Duration of Easement*. The duration of the Easement is perpetual.
- 3. Reservation of Rights.
 - a. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes.
 - b. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder.
- 4. *Improvement and Maintenance of Easement Property.*
 - a. Improvement and maintenance of the Easement Property will be at the sole expense of Grantee but may be reimbursable by third parties not associated with this Easement Agreement. A current owner of the Servient Estate is *not* obligated to install any improvements that aid Holder in their exercise of any rights under this Easement Agreement.
 - b. Neither a current owner of the Servient Estate nor Holder may utilize the Easement Property in a way that interferes with its use by any other person permitted to use it, except that maintenance activities by Grantee may temporarily interfere with use by members of the Public.

Grantee may remove, without notice, any obstructions or impediments to the use of the Easement Property that are constructed after date of this Easement Agreement, and a current owner of the Servient Estate may notify Grantee of obstructions or impediments and request that Grantee remove them.

- c. Grantee shall maintain the Easement Property in accordance with industry standards for public maintenance of roadways.
- d. Grantee has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, guard rails, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements").
- e. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement.
- f. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Grantee and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work.
- g. On written request by Grantee, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.
- h. Grantor shall not interfere with the Grantee's construction and maintenance of a permanent street or road within the boundaries of the Easement Property.
- 5. Damage to Easement Property.
 - a. The current owners of the Servient Estate and the Dominant Estate are each responsible for any damage they may cause to the Easement Property.
 - b. The party responsible for such damage shall promptly make or contribute toward all needed repairs, restoring the Easement Property to its condition prior to the damage.
- 6. Equitable Rights of Enforcement.
 - a. This Easement may be enforced by any and all rights or remedies available at law or in equity.
 - b. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement. However, the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- 7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
- 8. *Binding Effect*. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns and shall continue as a servitude running in perpetuity with the Grantor's Servient Estate Property.

- 9. Choice of Law; Venue.
 - a. This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction.
 - b. Venue is in the county in which the Easement Property is located.
- 10. *Counterparts*. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 11. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- 12. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this Agreement.
- 13. *Indemnity*. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless Grantor from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by Grantee.
- 14. *Integration*. This agreement contains the complete agreement of the parties. The parties further agree that all oral agreements, representations, or warranties between the parties prior to the date of this Agreement are now expressly set forth in this Agreement or are waived.
- 15. *Amendment*. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Servient Property and the Easement.
- 16. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 17. *Notices*. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Agreement.

18. Recitals. Any recitals in this Agreement constitute a part of the substantive agreement	eement are represented by the parties to ent.	be accurate and
19. <i>Time</i> . Time is of the essence. Unles days. Business days exclude Saturdays, Sur of any obligation falls on a Saturday, Sund the next following regular business day.		e for performance
GRANTOR: Kenneth Layton Jeffries GRANTEE: COUNTY OF HAYS, TEXAS		
Judge Ruben Becerra County Judge of Hays County, Texas		
<u>A</u>	cknowledgments	
STATE OF TEXAS	*	
COUNTY OF HAYS	*	
This instrument was acknowledged before a Layton Jeffries.	me on December <u>Z6</u> th , 2	022 by Kenneth
JIMMY ALAN HALL Notary Public, State of Texas Comm. Expires 12-10-2025 Nótary ID 125453007	Notan Public, State of Texas	fell
STATE OF TEXAS		¥
COUNTY OF HAYS	•	
	2	
This instrument was acknowledged before a Ruben Becerra, County Judge of Hays Coun		by Judge
	Notary Public, State of Texas	
	,, <u> </u>	

EXHIBIT A B. CRAIG HOLLMIG, INC.

CONSULTING ENGINEERS - SURVEYORS 410 M SECULIN STREET

NEW GRALINGELE, TEXAS 78130-8048

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS AMERICAN BOCIETY OF CIVIL ENGINEERS

1189 812

TEKAS SURVEYORS ASSOCIATION TELEPHONE: (210) 825-8555

PATRIC SYSTEMS & SEWER SYSTEMS & SLISSINGHES & LAND PLANSING & STREETS & DRAWAGE & SLISVEYING

FIELD NOTES FOR

A 70 FOOT WIDE ROAD AND UTILITY EASEMENT

Being a 70 foot wide road and utility easement out of the Jesse Williams Survey No. 4 in Hays County, Texas, and being situated in a tract, called Tract 1, called 1636.86 acres described in Warranty Deed recorded in Volume 1120, Page 508 of the Official Public Records of Hays County. Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of S 89° 46' W along the Boutherly line of the above referenced tract, said easement being more particularly described as follows:

BEGINNING: At a point of intersection with the Easterly line of P.M. Highway No. 3237, with the centerline of an existing road, for the beginning of this centerline description, said point being \$ 12° 04' W 268.04 feet from a concrete monument found at the Northwest corner of the above referenced tract;

THENCE: Along said existing road, the centerline of what is called an Emergency Essement, surveyed April 25, 1995, 8 89° 55' 16" E 195.87 feet, N 68° 35' 14" E 165.52 feet, 8 89° 18' 45" E 97.34 feet, S 79° 25' 32" E 211.61 feet, N 86° 56' 45" E 67.11 feet, N 71° 54' 45" E 468.75 feet, S 66° 11' 01" E 68.37 feet, S 58° 51° 09" E 178.12 feet, 8 86° 44" 11" E 60.24 feet, N 56° 58' 31" E 90.79 feet, N 66° 54' 05" E 88.74 feet, S 89° 27' 58" E 72.17 feet, S 75° 17' 26" E 306.93 feet, and N 88° 52' 13" E 60.20 feet to a corner of said Emergency Essement and leaving said Emergency Essement and continuing along an existing road, N 88° 52' 13" E 10.81 feet, N 64° 14' 00" E 208.72 feet, N 73° 16' 04" E 91.55 feet, N 86° 11' 14" E 187.69 feet, N 80° 59' 11" E 232.14 feet, and N 87' 49' 39" E 375.06 feet to the intersection of said existing road, with the centerline, more THENCE: Along said existing road, the centerline of what is called an to the intersection of said existing road, with the centerline, more or less, of a bulldosed ranch road, for a corner of this easement;

THENCE: Along the centerline, more or less, of said bulldosed road, S 10° 17' 03" W 211.14 feet, 8 01° 43' 37" E 380.95 feet, 8 28° 46° 17" E 91.04 feet, 8 09° 58' 47" E 595.95 feet, 8 04° 23' 13" W 203.56 feet, and S 11° 55' 23" W 66.76 feet to its intersection with the North line of a tract of 75.035 acres, surveyed in March and April, 1995, for the end of this essement, said point being 8 87° 49' 50" E 132.52 feet from an iron pin set at the Northwest corner of said 75.035 acre tract.

The foregoing field notes represent the results of an on-the-ground survey made under my supervision, May 17, 1995. Reference plat prepared of the speed easement.

Job #94722-

Richard A. Goodwin, RPLS #4069

PART OF THE PART O the dath and at the time stamped hence t by me with was duly of the County, Texas, as stamped hence by the named RECOMOS of Mays County, Texas, as stamped hence by me.

LICHARD A. GOODWIN

JAN 10 1996

727 1996 1996





Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize a waiver to the purchasing policy for Building Maintenance to install ADA handrails in the amount of \$1,160.59 at the rear elected officials' entrance of the Government Center and amend the budget accordingly. SHELL/T.CRUMLEY

Summary:

ADA handrails need to be installed at the elected officials' entrance of the Government Center. Building Maintenance has secured a quote from Hofmann's who will specially fabricate the handrails to the length and specifications needed and install the handrails. Funding has been identified in the Building Maintenance operating budget.

Fiscal Impact:

Amount Requested: \$1,160.59

Line Item Number: 001-695-00.5741_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,161 - Increase Misc. Capital Improvements_Operating 001-695-00.5741_400

(\$1,161) - Decrease Building Maint & Repair 001-695-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a purchasing policy waiver for obtaining three quotes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Hofmann's Handrail Quote



GENERAL REPAIR
WELDING
FABRICATION
HARDWARE
BOLTS
STEEL SALES

WELDING EQUIPMENT SAFETY EQUIPMENT WELDING SUPPLIES INDUSTRIAL SUPPLIES AIR COMPRESSORS POWER TOOLS Ph: (512) 396-8606 Fax: (512) 396-8651 440 S. Guadalupe

San Marcos, Texas 78666

PPG PAINTS · FLOOD STAINS · CORONADO PAINT · SOLVENTS · SUNDRIES · PPG AUTOMOTIVE FINISHES · SPRAY EQUIPMENT · AIR TOOLS · BODY SHOP SUPPLIES

Sold To: 101803 Ship To: 1803

QUOTATION 24824

HAYS COUNTY MAINTENANCE 712 S STAGE COACH TRAIL SAN MARCOS TX 78666 HAYS COUNTY CWOP FACILITY
MAINTENANCE MGR-CHRIS D.
712 S. STAGECOACH TRAIL
SAN MARCOS TX 78666

Hardgoods PO #	Gas PO #	Ship VIA		esman		Tern	ns	Date
		DELIVERY	DON I	HOFMANN		NET 1		03/01/2023
Stock Number		Description	Quantity	Unit	Price	Cylin Shp	ders ∣ Rtn	Amount
HANDRAIL GOVERNME	INT CENTER					- •		
BACK ENTRY TAX DEP								
1 PIP114	PIPE/FT SCH 40	1 1 //"	155.00	E A	6.4700			1002.85
1 SCP47043	ELBOW WELDO		6.00		9.5573			57.34
1 SCP50250	PLATE BASE 4"		9.00		4.0500			36.45
1 MISCSTEEL	MISC MATERIA		1.00		1.0000			30.40
1 LABOR9	LABOR FABRIC		1.00					
1 MISCSHPSUP	MISC SHOP SU		19.00		3.0000			57.00
i wildoorii oor	WIIOO OI IOI OO	I I LILO	13.00		0.0000			57.00
Sub Total 1153.64	Delivery Charge	6.95 Surcharge		ales Fax		То	tal	1160.59

All invoices are due and payable at Hofmann's Supply, 440 S Guadalupe, Hays County, San Marcos, TX. Invoices are due the 10th of the month following the purchase and past due thereafter. Buyer agrees to pay a service charge on past due invoices of 1 1/2% per month (18% per annum) on the unpaid balance. In the event Hofmann's Supply seeks legal action for collection, buyer agrees to pay all expenses and costs, including attorney fees in the collection.



Hays County Commissioners Court

Date: 06/20/2023

Requested By:

Sponsor:

Co-Sponsor:

Commissioner Smith

Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. SMITH/INGALSBE/BORCHERDING

Summary

TRN-2023-6203- UTL	Texas Gas Service is requesting to open trench and bore along Fitzhugh Rd and down Silver Creek Rd to supply gas to a new subdivision. Of the estimated 6145' that is to be installed, 4311' is estimated to be bored and 1835' is estimated to be open trenched.
TRN-2023-6208- UTL	Entrust Solutions Group is requesting install a new path for gas to flow from the existing regulator station to an existing gas main along Fitzhugh Road. In addition, it will also will allow gas to flow through a new regulator station to a new gas main.
TRN-2023-6212- UTL	CenterPoint Energy Corp requests to Install 8" intermediate pressure pipeline along CR 158 & Drue Dr (CR 203), and RM 150
TRN-2023-6177- UTL	City of San Marcos requests to install 2 12" water lines crossing SH110 that will be serving the industrial development. The first is 65 feet southwest of the SH 110 & Staples Intersection. The second is 45 feet north ease of the Redwood & SH110 Intersection. 1390 LF of 12" pipe and 1000 LF of 18" steel encasing will be installed and bored under the existing SH 110 road.
TRN-2023-6317- UTL	Blue Bonnet Elec. Coop is requesting to install 2 proposed HH on the North side of S Old Bastrop Hwy 25' apart outside proposed Driveway Access.
TRN-2023-6385- UTL	Spectrum proposes to attach 2,375 ft of areial cable on newly placed poles and install new PED along S. Old Bastrop Road.
TRN-2023-6290- UTL	MCI/Verizon proposes 2,645' of aerial fiber optic cable installation along Nutty Brown Rd.

Attachments

Plan Set Plan Set

Plan Set

Permit

Plan Set

Permit

Site Plan

Site Plan

Location Map

Permit

Site Plan

Location Map

Permit

Plan Set

Permit

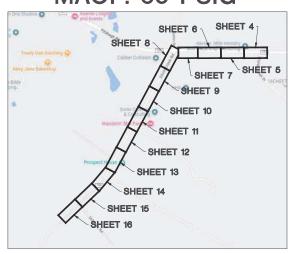
Plan Set

Permit

	SHEET INDEX			
SHEET NUMBER				
1	COVER			
2	SYMBOLOGY			
3	SITE PLAN			
4	FITZHUGH ROAD STA (9+75 TO 14+00)			
5	FITZHUGH ROAD STA (14+00 TO 19+00)			
6	FITZHUGH ROAD STA (19+00 TO 24+00)			
7	FITZHUGH ROAD STA (24+00 TO 28+00)			
8	FITZHUGH ROAD & SILVER CREEK RD STA (28+00 TO 33+00)			
9	SILVER CREEK RD STA (33+00 TO 38+00)			
10	SILVER CREEK RD STA (38+00 TO 43+00)			
11	SILVER CREEK RD STA (43+00 TO 48+00)			
12	SILVER CREEK RD STA (48+00 TO 53+00)			
13	SILVER CREEK RD STA (53+00 TO 58+00)			
14	SILVER CREEK RD STA (58+00 TO 62+50)			
15	SILVER CREEK RD STA (62+50 TO 67+00)			
16	SILVER CREEK RD STA (67+00 TO 71+75)			
17	TRAFFIC CONTROL STANDARD DETAILS			
18	TXDOT NOTES			
19	BILL OF MATERIALS			



FITZHUGH RD MLE TO SILVER CREEK SUBDIVISION GAS MAIN EXTENSION MAOP: 60 PSIG



LOCATION MAP N.T.S. **DRIPPING SPRINGS, TX**

TOTAL WORK ORDER QUANTITIES TOTAL PIPE INSTALLATION QTY 8" HDPE PIPE (OPEN TRENCH) 543' 8" HDPE PIPE (BORE) 1373' 6" MDPE PIPE (OPEN TRENCH) 1292' 6" MDPE PIPE (BORE) 2938"

NOTE: CONTRACTOR MUST VERIFY QUANTITIES

Know what's below.

MWO: 2022-1001535030 CUE: 33704

CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING (POTHOLING) THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING IN BORE PATH PRIOR TO BORING.

A MIN. 2' VERTICAL & 2' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN PROPOSED UTILITY & EXISTING WATER, WASTEWATER, AND RECLAIMED WATER.

UTILITY LOCATIONS SHOWN ON PLAN
ARE BASED ON FIELD AND
DOCUMENT RESEARCH AND MAY BE
NETHER ACCURATE NOR COMPLETE.
CONTRACTOR IS FULLY RESPONSIBLE
FOR PHYSICALLY LOCATING THE
MORIZONTAL AND VERTICAL LOCATION
CONTRACTOR IN THE
LOCATION VICINITY PRIOR TO
ANY WORK.

Call before you dig.

PROJECT INFORMATION: OWNER:

TEXAS GAS SERVICE

CONTACT:

LINDA DUNKESON 9228 TUSCANY WAY, **AUSTIN, TX 78754** (512) 465-1134 (OFFICE) LINDA.DUNKESON@ONEGAS.COM

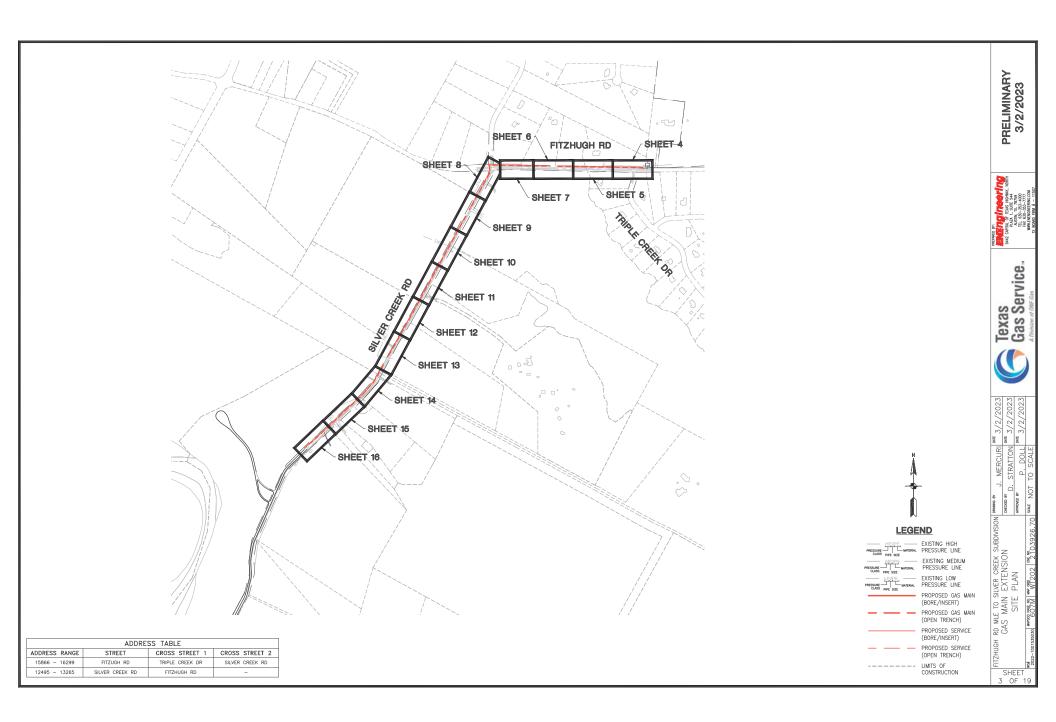
SUBMITTAL PREPARED BY:

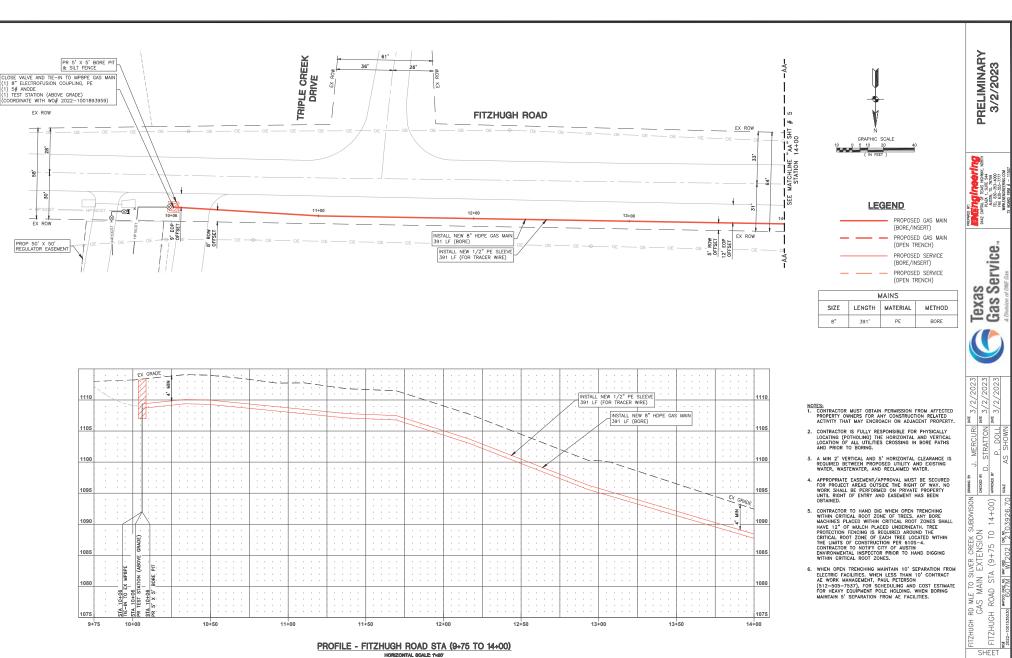
PENGINEERING
9442 CAPITAL OF TEXAS HIGHWAY,
NORTH FLAZA I, SUITE 544
AUSTIN, IX. 7879
TEL. 630-353-4000
FAX. 650-353-4700
WWW.ENEKOWEERING.COM
TX BOARD FIRM # — 11507



CONTACT PHIL DOLL, SR. PROJECT MANAGER PHONE (630) 967-6764 (OFFICE)

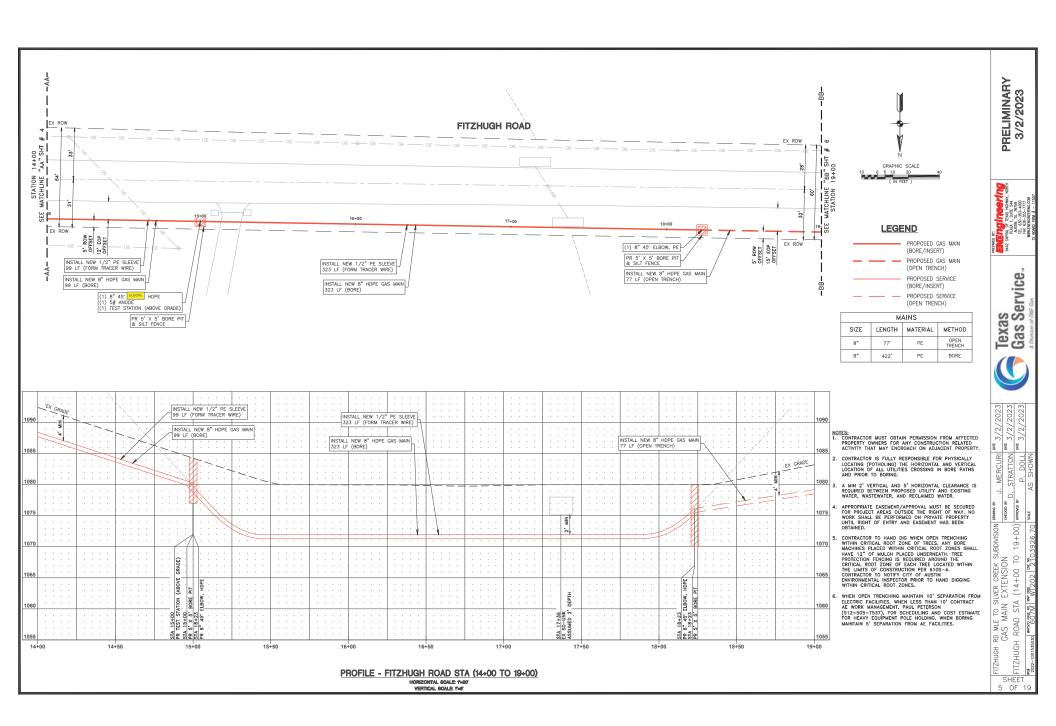


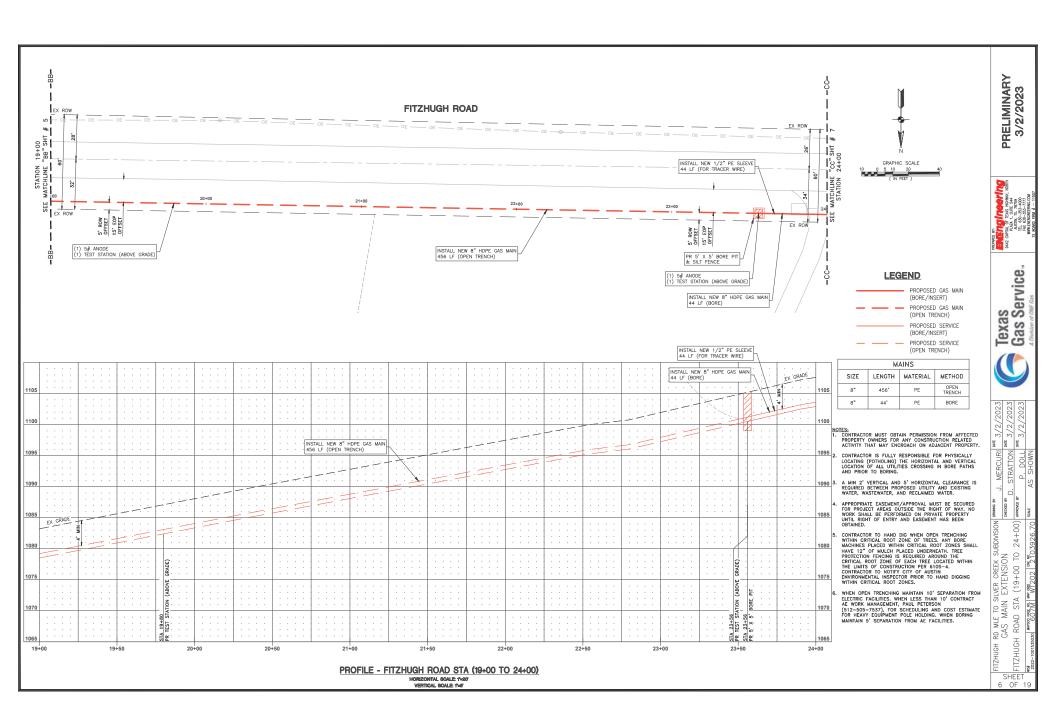




VERTICAL SCALE: 196

SHEET 4 OF 19







Texas Gas Service

D. STRATTON

607M WT202 BNE NO. WP GRID

FITZHUGH RD MLE TO SILVER CREEK SUBDIVISION GAS MAIN EXTENSION FITZHUGH ROAD STA (24+00 TO 28+00)

SHEET 7 OF 19



| ≒⊫

59' "DD" SHT 28+00

EX GRADE

1125

1120

1115

1110

1105

1100

1095

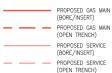
28+00

5' ROW OFFSET 18' EOP OFFSET



SIZE	LENGTH	MATERIAL	METHOD
8*	400'	PE	BORE

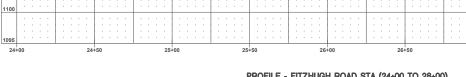
LEGEND



NOTES:

1. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PROPERTY.

- CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING (POTHOLING) THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING IN BORE PATHS AND PRIOR TO BORING.
- 3. A MIN 2' VERTICAL AND 5' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN PROPOSED UTILITY AND EXISTING WATER, WASTEWATER, AND RECLAIMED WATER.
- 4. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT OF MAY, NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
- 5. CONTRACTOR TO HAND DIG WHEN OPEN TREMCHING WITHIN CRITICAL ROOT ZONE OF TREES. ANY BORE MACHINES VALLED WHITH CRITICAL ROOT ZONES SHALL HAVE 12' OF MUCHON PLACED UNDERWEATH. TREE CONTRACTOR TO THE CONTRACTOR OF THE LIMITS OF CONSTRUCTION PER 810S—4. CONTRACTOR NO RITY OF AUSTIN ENVIRONMENTAL INSPECTOR PRIOR TO HAND DIGGING WITHIN CRITICAL ROOT ZONE.
- 6. WHEN OPEN TRENCHING MAINTAIN 10' SEPARATION FROM ELECTRIC FACILITIES. WHEN LESS THAN 10' CONTRACT AE WORK MANAGEMENT, PAUL PETERSON (512-505-7557), FOR SCHEDULING AND COST ESTIMATE FOR HEAVY COLUMENT POLE HOLDING. WHEN BORING MAINTAIN 5' SEPARATION FROM AE FACILITIES.



FITZHUGH ROAD

INSTALL NEW 8" HDPE GAS MAIN 400 LF (BORE)

INSTALL NEW 1/2" PE SLEEVE 400 LF (FOR TRACER WIRE)

INSTALL NEW 8" HDPE GAS MAIN 400 LF (BORE)

24+00 "cc" SHT

¥

ijį

1125

1120

1115

1110

EX GRADE ¥ 1105

34, STATION (ATCHLINE '

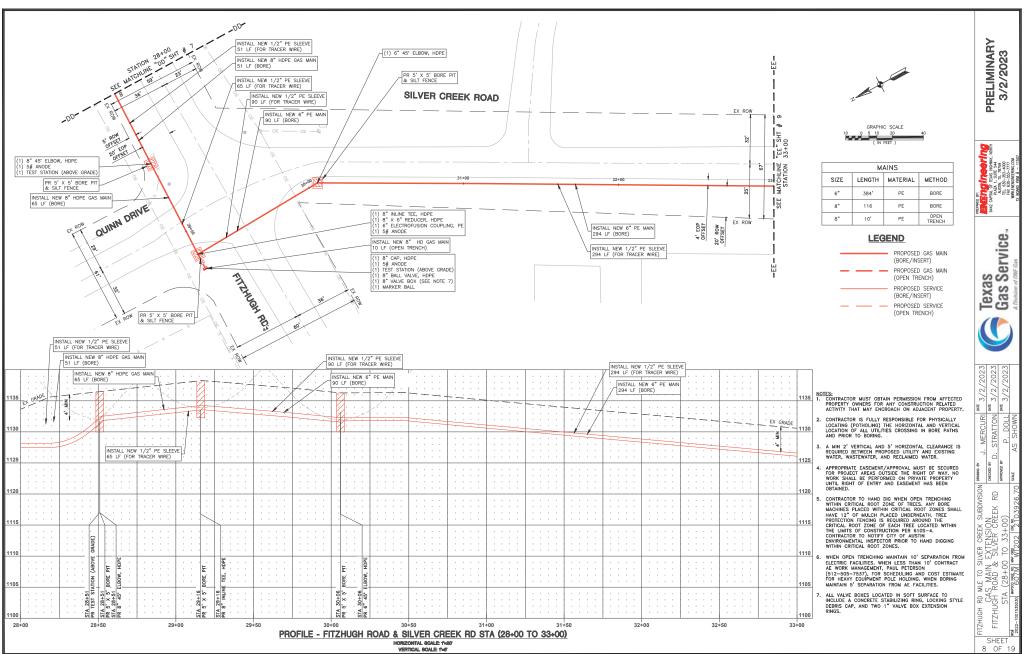
5' ROW OFFSET 15' EOP OFFSET

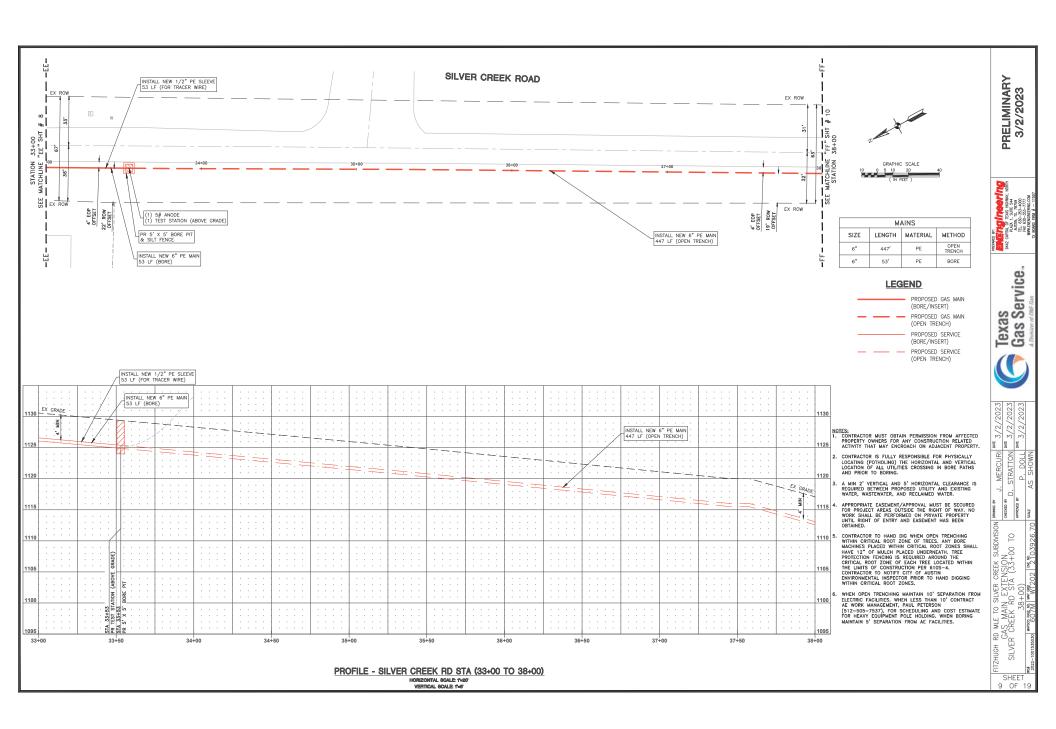
25+00

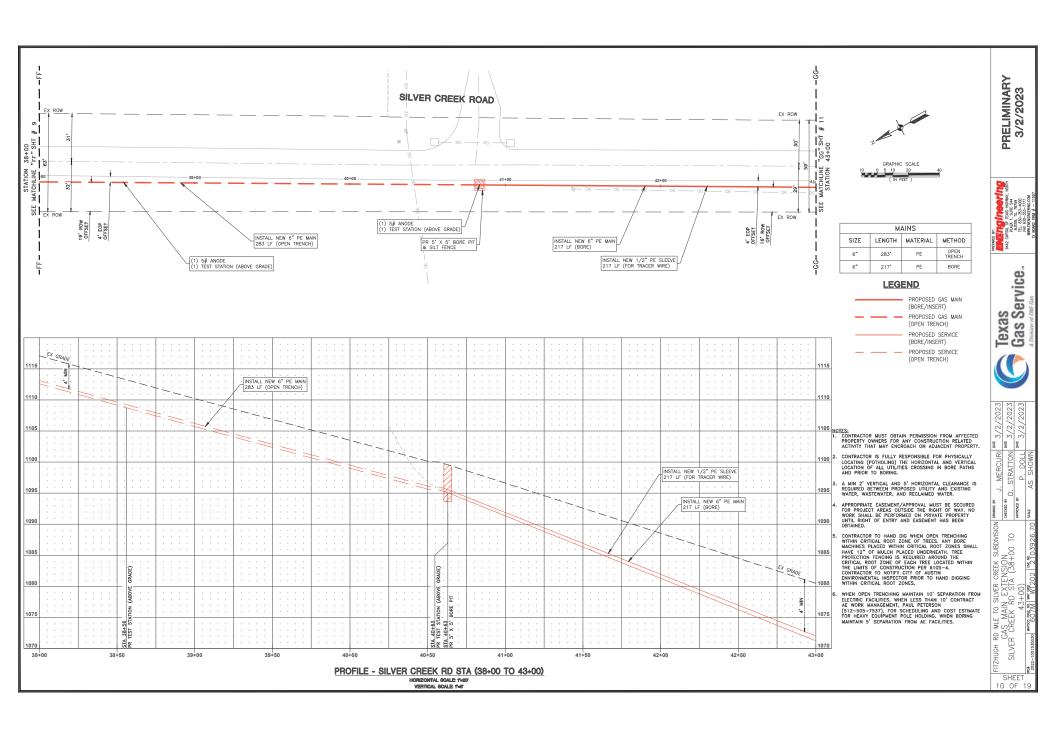
PROFILE - FITZHUGH ROAD STA (24+00 TO 28+00) HORIZONTAL SOALE 14-207 VERTICAL SCALE: 196

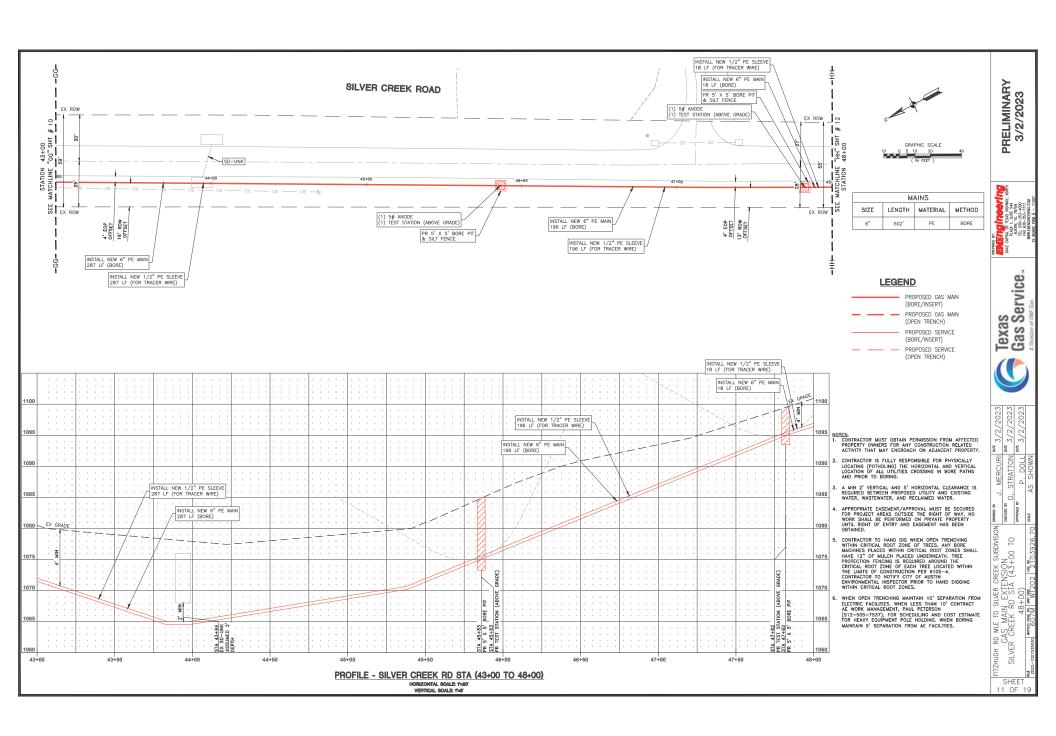
27+00

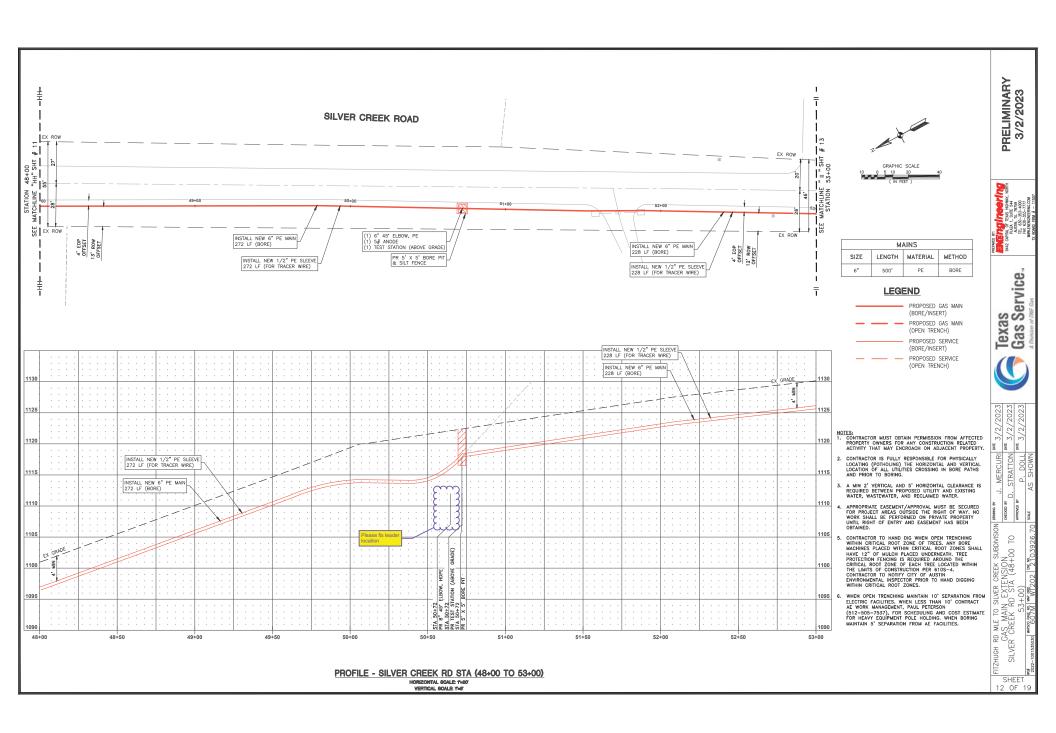
27+50

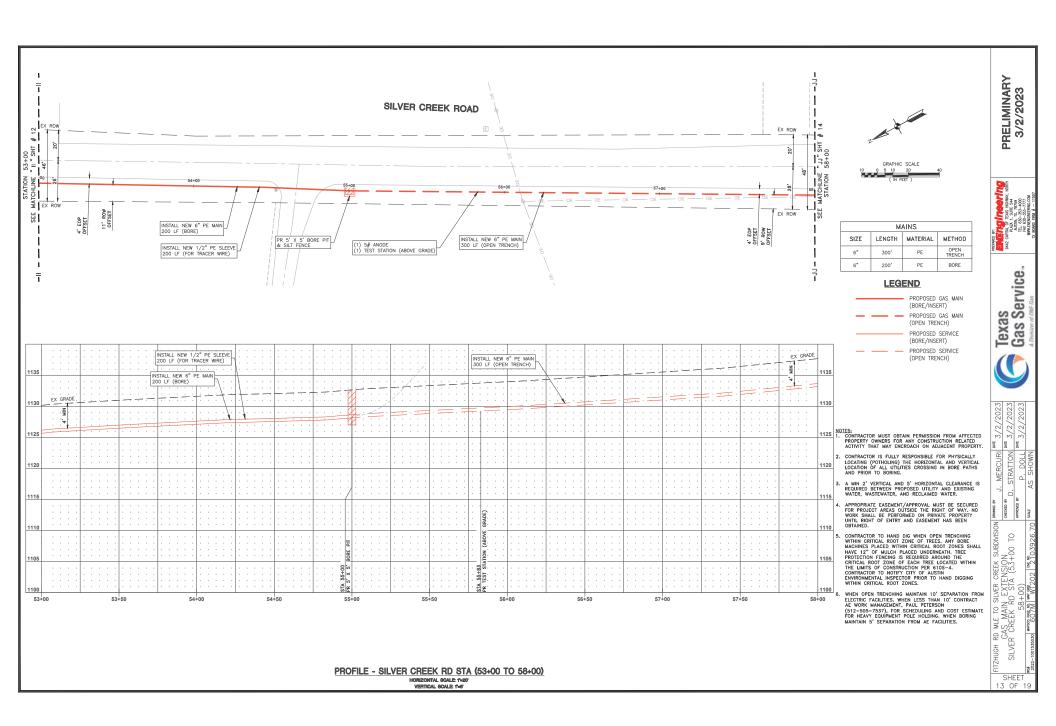


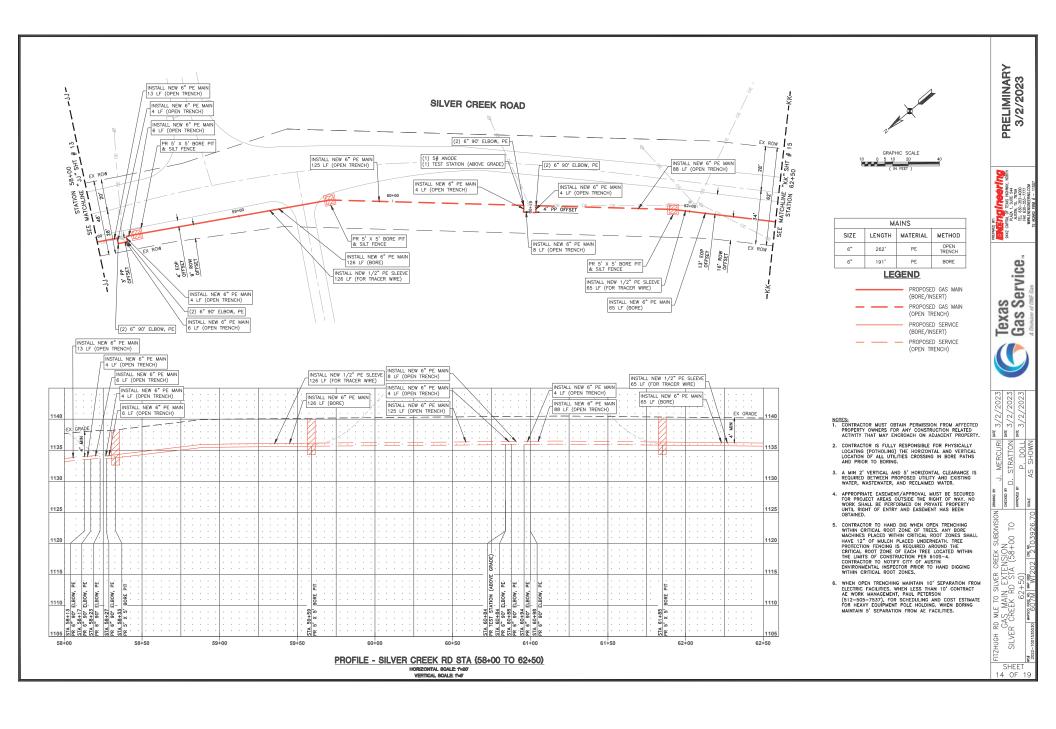








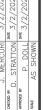






Texas Gas Service.

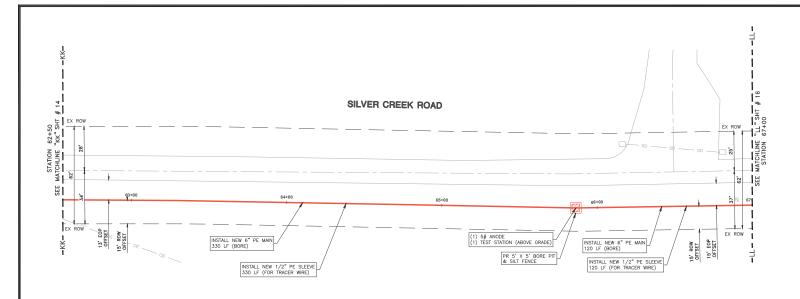




2

HUGH RD MLE TO SILVER CREEK SUBE GAS MAIN EXTENSION SILVER CREEK RD STA (62+50 нэпни

SHEET 15 OF 19





MAINS					
SIZE	LENGTH	MATERIAL	METHOD		
6"	450'	PE	BORE		

LEGEND

PROPOSED GAS MAIN (BORE/INSERT) PROPOSED GAS MAIN (OPEN TRENCH) PROPOSED SERVICE (BORE/INSERT) — PROPOSED SERVICE

(OPEN TRENCH)

1140

1105

67+00

NOTES:

1. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCROACH ON ADJACENT PROPERTY.

- 2. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING (POTHOLING) THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES CROSSING IN BORE PATHS AND PRIOR TO BORING.
- 3. A MIN 2' VERTICAL AND 5' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN PROPOSED UTILITY AND EXISTING WATER, WASTEWATER, AND RECLAIMED WATER.
- 4. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT OF MAY, NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
- 5. CONTRACTOR TO HAND DIG WHEN OPEN TRENCHING WITHIN CRITICAL ROOT ZONE OF TREES. ANY BORE MACHINES PLACED WITHIN CRITICAL ROOT ZONES SHALL HAVE 12" OF MILLON PLACED UNDERWEATH. TREE CRITICAL ROOT ZONE OF EACH TREE LOCATED WITHIN THE LIMITS OF CONSTRUCTION PER 810S—4. CONTRACTOR TO NOTIFY CITY OF AUSTIN ENVIRONMENTAL INSPECTOR PRIOR TO HAND DIGGING WITHIN CRITICAL ROOT ZONES.
- 6. WHEN OPEN TRENCHING MAINTAIN 10' SEPARATION FROM ELECTRIC FACILITIES. WHEN LESS THAN 10' CONTRACT AE WORK MANAGEMENT, PAUL PETERSON (512-505-7557), FOR SCHEDULING AND COST ESTIMATE FOR HEAVY COLUMENT POLE HOLDING. WHEN BORING MAINTAIN 5' SEPARATION FROM AE FACILITIES.

PROFILE - SILVER CREEK RD STA (62+50 TO 67+00) HORIZONTAL SCALE: 11-80' VERTICAL SCALE: 196

65+00

65+50

66+00

66+50



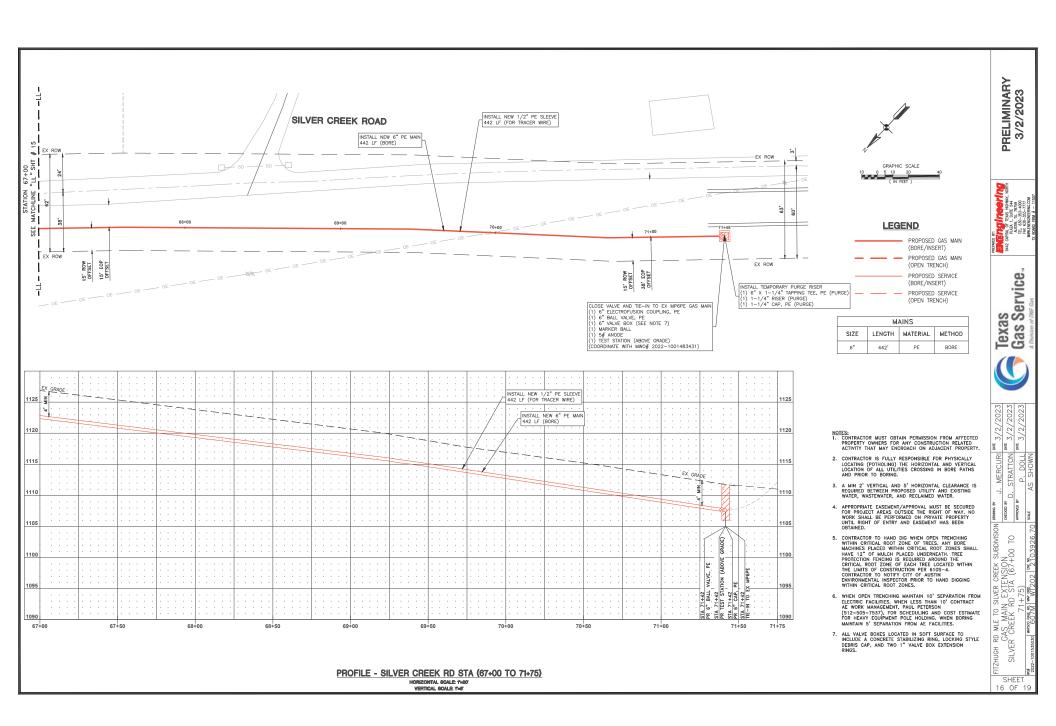
64+50

64+00

INSTALL NEW 1/2" PE SLEEVE 330 LF (FOR TRACER WIRE)

EX GRADE

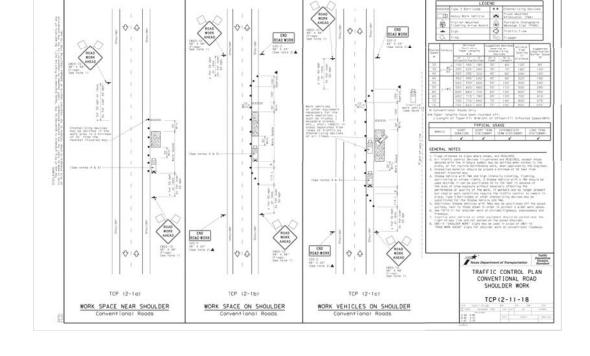
62+50







FITZHUGH RD MLE TO SILVER CREEK SUBDIVISION FINANCE "J. MERCURI "3/2/2023 COST GAS MAIN EXTENSION FINANCE D. STRATTON FINANCE STANDARD DETAILS FINANCE D. DOLL FINANCE STANDARD DETAILS FINANCE P. DOLL FINANCE STANDARD DETAILS FINANCE DETAILS FINANCE DOLL FINANCE STANDARD FINANCE DETAILS FINANCE DOLL FINANCE STANDARD FINANCE STANDARD FINANCE STANDARD STA 001535030 WPSQD PINGE IND. WP 0900 D01535030 WPSQD PINGE IND. WT 202 | PINE IND. 2103926.70



JGH

TXDOT - CONSTRUCTION NOTES,

\$21.38. CONSTRUCTION AND MAINTENANCE.

(3) GENERAL.

(1) THE PROVISIONS OF THIS SECTION APPLY TO ALL UTILITY TYPES, UNLESS OTHERWISE SPECIFIED IN \$21.40 AND \$21.41 OF THIS SUBCHAPTER.

(2) UTILITIES WITH FACILITIES ON THE RICHT OF WAY SHALL BE RESPONSIBLE AND ACCOUNTABLE TO MAINTAIN AND PROTECT THE SAFETY OF THE TRAVELING PUBLIC AND THE PUBLIC'S INVESTMENT IN THE HIGHWAY

(3) WHEN AN EXISTING APPROVED UTILITY REQUIRES MAINTENANCE, THE (3) WHEN AN EXISTING APPROVED UTILITY REQUIRES MAINTENANCE, THE UTILITY SHALL NOTIFY THE DISTRICT 48 HOURS BEFORE THE START OF ANY WORK. IN AN EMERGENCY SITUATION, THE UTILITY SHALL NOTIFY THE DISTRICT AS SOON AS POSSIBLE.

UISINGUT AS SOON AS POSSIBLE.

(4) THE UTILUTY SHALL NOT CUT INTO THE PAVEMENT OR CONCRETE RIPRAP WITHOUT WRITTEN PERMISSION FROM THE DEPARTMENT.

(6) UTILITIES SHALL REMINDURSE THE DEPARTMENT FOR THE COST OF MEASURES TAKEN IN THE INTEREST OF PUBLIC SAFETY, RESTORATION, CLEAN-UP, AND REPAIRS TO THE HIGHWAY AND RIGHT OF WAY MADE NECESSARY BY THE UTILITY FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SUBCRAPTER.

(b) VEGETATION AND SITE CLEAN-UP.

(b)VEGETATION AND SITE CLEAN—UP.

(1) WHEN UTILITY INSTALLATION IS COMPLETE, THE UTILITY SHALL RETURN THE RIGHT OF WAY TO A CONDITION, AT A MINIMUM, EQUAL TO ITS ORIGINAL CONDITION, INCLUDING RESEEDING OR RESODING TO PREVENT EROSION. AFTER THE AREA IS BROUGHT TO GRADE, THE ENTIRE DISTURBED AREA SHALL BE COVERED IN ACCORDANCE WITH THE DEPARTMENTS STANDARD SPECIFICATIONS FOR CONSTRUCTION AND, MAINTENANCE OF HIGHWAYS STREETS & BRIDGES

STREETS & BRIDGES, (2) TOPE SERVE AND PROTECT TREES, BUSHES, AND OTHER AESTHETIC FEATURES ON THE RIGHT OF WAY, THE DEPARTMENT MAY SPECIFY THE EXTENT AND METHODS OF TREE, BUSH, SHRUBBERY, OR ANY OTHER AESTHETIC FEATURE'S REMOVAL, TRIMMING, OR REPLACEMENT, IN CONJUNCTION WITH PARAGRAPH (1) OF THIS SUBSECTION. THE DISTRICT ENGINEER SHALL USE DUE CONSIDERATION IN ESTABLISHING THE VALUE (OF TREES AND OTHER AESTHETIC FEATURES IN THE PROVIMITY OF & PROPOSED UTILITY LINE AND ANY SPECIAL DISTRICT REQUIREMENTS, JUSTIFIED BY THE VALUE OF THE TREES AND OTHER AESTHETIC FEATURES, JUSTIFIED BY THE VALCE OF THE TREES AND OTHER RESIDENCE PRATERIES.

(3) IF SETTLEMENT OR EROSION OCCURS DUE TO THE ACTIONS OF THE UTILITY SHALL, AT ITS EXPENSE, RESHAPE, RESEED, OR RESOD THE AREA AS DIRECTED BY THE DEPARTMENT. RESEEDING, RESODDING, OR

THE AREA AS DIRECTED BY THE DEPARTMENT. RESEEDING, RESONDING, OR REPAIR UNDER THIS SECTION SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME ACCEPTABLE TO THIS SHALL BE COMPLETED WITHIN A REASONABLE OF THE ACCEPTABLE TO THE WHEN UNAMPROVED PRUNING OR CUTTING OF COURS, THE UTILITY SHALL WHEN UNAMPROVED PRUNING OR CUTTING OCCURS, THE UTILITY SHALL BE RESPONDISHE FOR THE REPLACEMENT OF COURS, THE OFFICE PROPERTY OF THE REPLACEMENT OF THE PROPERTY OF THE PRO OF HIGHWAYS BERNS, CONSTRUCTION WARRING WINN SILES SHALL BE REFO FLERY CONSTRUCTION DAY, CONSTRUCTION EQUIPMENT AND. "MATERIAL BE FLERY CONSTRUCTION DAY, CONSTRUCTION EQUIPMENT AND. "MATERIAL SEA SHALL BE REMOVED FROM THE HORIZONTAL CLEARANCE, PLACED AS FAR FROM THE PAYEMENT EDGE AS POSSIBLE, AND PROPERTY PROTECTED. (6) THE UTILITY SHALL REIMBURSE THE DEPARTMENT FOR ALL COSTS INCURRED TO REPAIR DAMAGE, FROM THE ACTIONS OF THE UTILITY, THESE

COSTS MAY INCLUDE RESTORATION OF AND REPAIRS TO ROADS, DRIVES, TERRAIN, LANDSCAPING, OR FENCES.

(c) TRAFFIC CONTROL

(1) THE UTILITY SHALL BE RESPONSIBLE FOR THE SAFETY OF, AND SHALL MINIMIZE DISRUPTION TO, THE TRAVELING PUBLIC WITH PROPER TRAFFIC CONTROL

(2) APPROPRIATE MEASURES SHALL BE TAKEN IN THE INTERESTS OF SAFETY, TRAFFIC CONVENIENCE, AND ACCESS TO ADJACENT PROPERTY THAT MEET THE REQUIREMENTS OF THE DEPARTMENT'S COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICE LIST. THE UITLINY SHALL PLACE APPROPRIATE SIGNS, MARKINGS, AND BARRICADES BEFORE BEGINNING WORK AND SHALL MAINTAIN THEM TO WARM MOTORISTS AND PEDESTRIANS PROPERLY, ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE TMUTCH AND THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROJECT REPORT 350. (3) ALL UTILITY PITS OPENED WITHIN THE HORIZONTAL CLEARANCE SHALL BE PROPERLY PROTECTED, IN COMPLIANCE WITH NATIONAL COOPERATIVE HIGHWAY RESEARCH PROJECT REPORT 350, WITH CONCRETE TRAFFIC BARRIERS, MET. BEAM GUARD FENCING, APPROPRIATE END TREATMENTS, OR OTHER APPROPRIATE WARNING DEVICES.

(d) WORK RESTRICTIONS

(Q) WUNK RESINGUIONS.

(1) THE DEPARTMENT RESERVES THE RIGHT TO HALT CONSTRUCTION OR MAINTENANCE DURING HAZARDOUS SITUATIONS, SUCH AS INCLEMENT WEATHER, PEAK TRAFFIC HOURS, SPECIAL EVENTS, OR HOLIDAYS, OR FOR NONCOMPLIANCE WITH A UTILITY JOINT USE ACKNOWLEGGEMENT OR UTILITY.

INSTALLATION REQUEST. ROLLESTS FOR EMERGENCY MAINTENANCE SHALL BE DIRECTED TO THE APPROPRIATE DISTRICT OFFICE.

(2) IF THE DEPARTMENT DETERMINES THAT THE FACILITY WAS NOT INSTALLED IN THE LOCATION SHOWN ON THE APPROVED CONSTRUCTION PLANS, THE DEPARTMENT MAY REQUIRE THE UTILITY TO TAKE (APPROPRIATE CORRECTIVE ACTION AS DETERMINED BY THE.

\$21.39. OWNERSHIP/ABANDONMENT/IDLING.

A UTILITY THAT WISHES TO ABANDON A UTILITY FACILITY IN PLACE MUST SUBMIT A WRITTEN REQUEST TO THE DISTRICT ENGINEER FOR EACH TYPI FACILITY. THE REQUEST MUST INCLUDE THE FOLLOWING DETAILED INFORMATION FOR EACH FACILITY PROPOSED FOR ABANDONMENT:

OFFSETS FROM PROPERTY LINES AND THE CENTERLINE OF THE HIGHWAY: (I) COORDINATES BASED ON THE GLOBAL POSITIONING SYSTEM (GPS) OR A SURVEY DATUM AS DIRECTED BY THE DEPARTMENT; (III) THE AGE, CONDITION, WATERIAL TYPE, CURRENT STATUS, QUANTITY, AND SIZE OF THE FACILITY;

(IV) A LEGEND EXPLAINING SYMBOLS, CHARACTERS, ABBREVIATIONS, SCALE, (V) A LEGEND EXPLAINING SYMBOLS, CHARACTERS, ABBREVIATIONS, SCALE, AND OTHER DATA SHOWN ON ANY AS-BUILT DRAWING OR RECORD MAPPING; (V) A STATEMENT CERTIFYING THAT THE FACILITY DOES NOT CONTAIN, OR IS NOT COMPOSED OF, HAZARDOUS OR CONTAINNATED MATERIALS; AND (VI) ANY ADDITIONAL INFORMATION REQUESTED BY THE DEPARTMENT.

\$21.40. UNDERGROUND UTILITIES.

(1) ENCASEMENT

(1) ENCASEMENT (A) UNDERGROUND UTILITIES CROSSING THE HIGHWAY SHALL BE ENCASED IN THE INTEREST OF SAFETY, PROTECTION OF THE UTILITY, PROTECTION OF THE HIGHWAY, AND FOR ACCESS TO THE, UTILITY, CASING SHALL CONSIST OF A PIPE OR OTHER SEPARATE STRUCTURE AROUND AND OUTSIDE THE CARRIER LINE. THE UTILITY MUST DEMONSTRATE THAT THE CASING WILL BE, ADEQUATE FOR THE EXPECTED LOADS AND STRESSES.

(B) CASING PIPE SHALL BE STEEL, CONCRETE, OR PLASTIC PIPE AS. APPROVED BY THE DISTRICT, EXCEPT THAT IF HORIZONTAL, DIRECTIONAL DRILLING IS USED TO PLACE THE CASING, HIGH— DENSITY POLYETHYLENE (HDPE) PIPE MUST BE USED IN PLACE OF PLASTIC PIPE.

(C) ENCASEMENT MAYBE OF METALLIC OR NON-METALLIC MATERIAL.

ENCASEMENT MATERIAL SHALL BE DESIGNED TO SUPPORT THE LOAD OF THE
HIGHWAY AND SUPERIMPOSED LOADS. THEREON, INCLUDING THAT OF

CONSTRUCTION MACHINERY. THE STRENGTH OF THE ENCASEMENT MATERIAL CONSTRUCTION MACHINERY. THE STRENGTH OF THE ENCASEMENT MATERIAL SHALL EQUAL OR EXCEED STRUCTURAL REQUIREMENTS FOR DRAINAGE CULVERTS AND IT SHALL BE COMPOSED OF MATERIAL OF SATISFACTORY DURSHILTY FOR CONDITIONS TO WHICH IT MAY BE SUBJECTED. THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, FIVE FEET BEYOND THE FACE OF THE CURB FOR CURB SECTIONS. THESE LENGTHS OF ENCASEMENT INCLUDE AREAS UNDER CENTER MEDIANS AND OUTER SEPARATIONS, UNLESS OTHERWISE SPECIFICALLY ADDRESSED IN SUBSECTIONS (B)—(F) OF THIS SECTION.

(A) LINES PLACED BENEATH ANY EXISTING HIGHWAY SHALL BE INSTALLED BY BORING OR TUNNELING. JACKING MAY NOT BE USED UNLESS APPROVED IN WRITING BY THE DISTRICT. THE DISTRICT MAY REQUIRE ENCASEMENT OF LINES INSTALLED BY BORING OR

(C) ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE (HOLE AND CARRIER LINE(OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.

(F) ALL TRAFFIC CONTROL DEVICES, INCLUDING SIGNS, MARKINGS, OR BARRICADES USED TO WARN MOTORISTS AND PEDESTRIANS OF THE CONSTRUCTION ACTIVITY MUST CONFORM TO THE TMUTCD.

(G) WHEN TRENCHING LONGITUDINALLY, BACKFILL OR STABILIZED SAND SHALL BE COMPACTED TO DENSITIES EQUAL TO THAT OF SURROUNDING SOIL.

(5) NON METALLIC PIPE DETECTION

WHERE NONMETALLIC PIPE IS INSTALLED, WHETHER LONGITUDINALLY OR AT A CROSSING, A DURABLE METAL WIRE OR OTHER DISTRICT—APPROVED MEANS OF DETECTION SHALL BE CONCURRENTLY INSTALLED.

(7) CLEARANCES.

EXCEPT AS SPECIFIED IN THIS SUBCHAPTER, THERE SHALL BE A MINIMUM OF12 INCHES VERTICAL AND HORIZONTAL CLEARANCE BETWEEN A PIPELINE AND AN EXISTING UTILITY, UNLESS A GREATER CLEARANCE IS REQUIRED BY THE DISTRICT. HOWEVER, FAN INSTALLATION OF ANOTHER UTILITY OR HIGHWAY FEATURE CANNOT TAKE PLACE WITHOUT DISTRIBING AN EXISTING UTILITY, THE MINIMUM CLEARANCEWILLBEZH INCHES.

(11) MARKERS.

IF A HIGH PRESSURE CAS OR LIQUID PETROLEUM LINE CROSSES A HIGHWATTHE UTILITY SHALL PLACE A READILY IDENTIFIESE, DURABLE, AND WEATHERPROOF MARKER OVER THE CENTERLINE OF THE PIPE AT EACH RIGHT OF WAY LINE. READILY IDENTIFIESE, DURABLE, AND WEATHERPROOF MARKERS SHALL BE PLACED AT A MINIMUM DISTANCE OF 500 FEET OR LINE OF SIGHT AT THE RIGHT OF WAY LINE FOR PIPELINES INSTALLED LONGITUDINALLY WITHIN THE RIGHT OF WAY. ALL MARKERS SHALL INDICATE THE NAME, ADDRESS, EMPRESONCY TELEPHONE NUMBER OF THE OWNER/OPERATOR, AND OFFSET FROM THE RIGHT OF WAY LINE. FOR GAS OR PETROLEUM PIPELINES, THE OFFSET OF THE RIGHT OF WAY LINE. FOR GAS OR PETROLEUM PIPELINES, THE OFFSET OF THE RIGHT OF WAY LINE. FOR GAS OR PETROLEUM PIPELINES, THE OFFSET OF THE RIGHT OF WAY LINE. FOR GAS OR PETROLEUM PIPELINES THE OFFSET OF THE RIGHT OF WAY LINE. FOR GAS OR PETROLEUM PIPELINES THE OFFSET OF THE PIPELINES THE OFFSET OF THE PIPELINES THE OFFSET OF THE MINISTER OF THE MARKERS IN THE MEDIANS AND OUTER SEPARATIONS OF THE HIGHWAY. IF A HIGH PRESSURE GAS OR LIQUID PETROLEUM LINE CROSSES A HIGHWAY.

(12) BACKFILLING.

UNDERGROUND UTILITY INSTALLATIONS SHALL BE BACKFILLED WITH PERVIOUS MATERIAL AND OLITLETS FOR LINDERDRAINAGE

- (B) GAS AND LIQUID PETROLEUM LINES.

(8) GAS AND LIQUID PERROLEUM LINES.

(1) LOW-PRESSURE LINES.

(A) DEPTH OF COVER FOR CROSSINGS.

(A) DEPTH OF COVER IS THE DEPTH TO THE TOP OF THE CARRIER PIPE OR CASING, AS APPLICABLE, WHERE MATERIALS AND OTHER CONDITIONS JUSTIFY, SUCH AS ON EXISTING LINES REMAINING IN PLACE, THE DISTRICT MAY RECOURE A MINIMUM DEPTH OF COVER UNDER THE PAVEMENT STRUCTURE OF 12! INCHES OR ONE—HALF THE DIAMETER OF THE PIPE, WHICHEVER IS GREATER.

(I) FOR ENCASED LOW-PRESSURE GAS LINES, THE MINIMUM DEPTH OF COVER SHALL BE:

(I) 18 INCHES OR ONE-HALF THE DIAMETER OF THE PIPE, WHICHEVER IS (II) 24 INCHES OUTSIDE PAVEMENT STRUCTURE:

(II) 24 INCHES OUTSIDE PAVEMENT STRUCTURE AND. UNDER DITCHES

ORIGINAL LINSUTED FLOWLINE). OR

30 INCHES FOR UNENCASED SECTIONS OF ENCASED LINES OUTSIDE OF PAVEMENT STRUCTURE.

(II) FOR UNENCASED LOW-PRESSURE GAS LINES, THE MINIMUM DEPTH OF COVER SHALL BE:

(I) 60 INCHES UNDER THE PAVEMENTSURFACEOR18 INCHES UNDER THE (II) 48 INCHES ONDER THE PAVEMENT SOUTH ACCOUNTS INCHES ONDER TO PAVEMENT STRUCTURE FOR PAVED AREAS;
(II) 48 INCHES OUTSIDE PAVED AREAS AND UNDER DITCHES(ORIGINAL

UNSILTED FLOWLINE); OR

(III) A LESSER DEPTH IF AUTHORIZED BY THE DISTRICT WHERE . REINFORCED CONCRETE SLAB IS USED TO PROTECT THE PIPELINE.

(B) DEPTH OF COVER FOR LONGITUDINAL PLACEMENT.

THE MINIMUM DEPTH OF COVER FOR LONGITUDINAL INSTALLATIONS SHALL BE

(C) ENCASEMENT

LOW-PRESSURE GAS LINES CROSSING THE PAVEMENT SHALL. BE PLACED IN A STEEL ENCASEMENT. THE DISTRICT MAY WAVE THIS ENCASEMENT IF THE LINE IS OF WELDED STEEL CONSTRUCTION AND IS PROTECTED FROM CORROSION BY CATHODIC PROTECTIVE WEASURES OR COLD TAR EPOXY WRAPHING, AND THE UTILITY SIGNS A WRITTEN AGREEMENT THAT THE PAVEMENT WILL NOT BE CUT FOR PIPELINE REPAIRS AT ANY TIME IN THE FUTURE.

(D) VENTS.

ONE OR MORE VENTS SHALL BE PROVIDED FOR EACH CASING OR SERIES OF CASINGS. FOR CASINGS LONGER THAN 150 FEET, VENTS SHALL BE PROVIDED AT BOTH ENDS. ON SHORTER CASINGS, A VENT SHALL BE LOCATED AT THE HIGH END WITH A MARKER PLACED AT THE LOW END. VENTS SHALL BE PLACED AT THE RIGHT OF WAY LINE IMMEDIATELY ABOVE THE PIPELINE. SITUATED SO AS NOT TO INTERFERE WITH HIGHWAY MAINTENANCE OR BE CONCEALED BY VEGETATION, AND SHALL BE NO GREATER THAN SIX INCH IN DIAMETER. THE OWNER'S NAME, ADDRESS, AND EMERGENCY TELEPHONE NUMBER SHALL BE SHOWN ON EACH VENT.

(E) PLASTIC LINES. PLASTIC LINES SHALL BE ENCASED WITHIN THE RIGHT OF WAY ON CROSSINGS, AND MUST HAVE AT LEAST 30 INCHES OF COVER. ON CROSSINGS, AND MUST HAVE AT LEAST 30 INCHES OF COVER.

(F) ABOVECROUND APPURTENANCES. EXCEPT FOR VENTS, NO ABOVE GROUND UTILITY APPURTENANCES FOR GAS LINES SHALL BE PERMITTED WITHIN THE RIGHT OF WAY

- (2) HIGH-PRESSURE LINES. (MORE THAN 60 PSIG)
- (A) DEPTH OF COVER FOR CROSSINGS.

(I) DEPTH OF COVER IS THE DEPTH TO THE TOP OF THE CARRIER PIPE OR USBET IS APPLICABLE. WHERE MATERIALS AND OTHER COMMISSE HIPE WE SUCH AS ON EXSISTIC, LINES REMAINING IN PLACE, THE DISTRICT MAY APPROVE A MINIMUM DEPTH OF COVER UNDER THE PAVEMENT STRUCTUREOFIC! INCHES OR ONE—HALF THE DAMBETER OF THE PIPE, WHICHEVER IS GREATER, FOR ENCASED HICH—PRESSURE GAS OR LIQUID PETROLEUM LINES, THE MINIMUM DEPTH OF COVER SHALL BE:

(I)THE GREATEROF18 INCHES OR ONE-HALF THE DIAMETER OF THE PIPE, UNDER PAVEMENT STRUCTURES:

(II) 30 INCHES IF THE LINE IS OUTSIDE THE PAVEMENT STRUCTURE OR UNDER A DITCH; OR (III) 36 INCHES FOR UNENCASED SECTIONS OF ENCASED LINES OUTSIDE THE PAVEMENT STRUCTURE.

(II) WHERE A REINFORCED CONCRETE SLAB IS USED TO PROTECT THE

PIPELINE, THE DISTRICT MAY AUTHORIZE A REDUCTION IN THE DEPTHS SPECIFIED IN THIS SECTION. FOR UNENCASED HIGH-PRESSURE GAS OR LIQUID PETROLEUM LINES, THE MINIMUM DEPTH OF COVER IS AS FOLLOWS:

(1) 60 INCHES UNDER THE PAVEMENTSURFACEOR18 INCHES UNDER THE PAVEMENT STRUCTURE IN PAVED. AREAS; OR (II) 48 INCHES IF THE LINE IS PLACED OUTSIDE THE PAVEMENT STRUCTURE

(B) DEPTH OF COVER FOR LONGITUDINAL PLACEMENT.

THE MINIMUM DEPTH OF COVER SHALL BE48 INCHES.

(C) ENCASEMENT.

CASING SHALL CONSIST OF A VENTED STEEL PIPE.

(D) UNENCASEMENT.

(I) WHERE ENCASEMENT IS NOT EMPLOYED, THE UTILITY SHALL SHOW THAT THE WELDED STEEL CARRIER PIPE WILL PROVIDE SUFFICIENT STRENGTH TO WITHSTAND THE INTERNAL DESIGN PRESSURE AND THE DEAD AND LIVE LOADS OF THE PAVEMENT STRUCTURE AND TRAFFIC, ADDITIONAL PROTECTIVE MEASURES MUST INCLUDE:

HEAVIER WALL THICKNESS, HIGHER FACTOR OF SAFETY IN DESIGN, OR

(II) ADEQUATE COATING AND WRAPPING:

(III) CATHODIC PROTECTION: AND

(IV) THE USE OF BARLOW'S FORMULA REGARDING MAXIMUM ALLOWABLE OPERATING PRESSURE AND WALL THICKNESS, AS SPECIFIED IN 49 CFR 8192 10

(II) SHALLOW ANODE BED TYPES EXCEEDING 48 INCHES IN WIDTH SHALL NOT BE PERMITTED IN THE RIGHT OF WAY. ALL OTHERS MUST HAVE A DEPTH OF COVERAGE OF AT LEASTAG INCHES. DEEP WELL ANODE BEDS OF UP TO 60 INCHES IN DIAMETER ARE ACCEPTABLE. RECTIFIER AND METER LOOP POLES SHALL BE PLACED AT OR NEAR THE RIGHT OF WAY LINE. (III) THE MINIMUM LENGTH OF THE ADDITIONAL PROTECTION SHALL BE THE SAME AS THAT REQUIRED FOR AN ENCASED CROSSING.

SAME AS THAT REQUIRED FOR AN ENCASED CRUSSING.

(IV) THE DISTRICT MAY ALLOW EXISTING LINES UNDER LOW—VOLUME
HIGHWAYS TO REMAIN IN PLACE WITHOUT ENCASEMENT OR EXTENSION OF
ENCASEMENT IF THEY ARE PORTICETED BY A REINFORCED CONCRETE SLAB
OR EQUIVALENT PROTECTION OR IF THEY ARE LOCATED AT A
DEPTH OF FIVE FEET UNDER THE PAVEMENT STRUCTURE AND. NOT LESS THAN FOUR FEET UNDER A HIGHWAY DITCH

(E) VENTS.

VENTS SHALL BE INSTALLED AT BOTH ENDS OF A CASING, REGARDLESS OF LENGTH, WITH A MARKER ON AT LEAST ONE END. VENTS SHALL BE PLACED AT THE RIGHT OF WAY LINE IMMEDIATELY ABOVE THE PIPELINE, SITUATED SO AS NOT TO INTERFERE WITH HIGHWAY MAINTENANCE OR BE CONCEALED BY VEGETATION. THE OWNER'S NAME, ADDRESS, AND EMERGENCY TELEPHONE NUMBER SHALL BE SHOWN ON EACH VEHT MARKER. (F) ABOVEGROUND APPURTENANCES, ABOVEGROUND APPURTENANCES, EXCEPT VENTS FOR GAS LINES SHALL NOT BE PERMITTED WITHIN THE RIGHT OF WAY

Prighteen Hohms, Park 1, Sunt 544 Austral 17, Sunt 544 Austral 17, 2759 TEL 630-353-7777 WWW.ERSONERNAS.

BILL OF MATERIALS				
QUANTITY	UNIT	MATERIAL#	DESCRIPTION	
1916	FT	330005009	8" HDPE PIPE	
4229	FT	330000075	6" MDPE PIPE	
4311	FT	330000005	1/2" MDPE PIPE (FOR TRACER WIRE)	
1839	FT	300000156	CAUTION TAPE	
1839	FT	342000075	14 GAUGE TRACER WIRE	
4311	FT	342000080	10 GAUGE TRACER WIRE	
1	EA	340000246	8" ELECTROFUSION COUPLING	
2	EA	300000156	6" ELECTROFUSION COUPLING	
1	EA	340000712	8" 3-WAY INLINE TEE, HDPE	
8	EA	340000370	6" 90° ELBOW, PE	
3	EA	340001027	8" 45° ELBOW, HDPE	
2	EA	340000385	6" 45° ELBOW, PE	
1	EA	340001023	8" CAP, HDPE	
1	EA	340000477	8" X 6" REDUCER, HDPE	
17	EA	240000015	5# ANODE	
16	EA	300000147	TEST STATION (ABOVE GROUND)	
2	EA	30000001	MARKER BALL	
1	EA	340000923	8" BALL VALVE, HDPE	
1	EA	340000920	6" BALL VALVE, PE	
1	EA	070000022	8" VALVE BOX	
1	EA	070000023	6" VALVE BOX	
2	EA	070000029	CONCRETE STABILIZING RING	
2	EA	070000087	LOCKING STYLE DEBRIS CAP	
4	EA	070000026	1" VALVE BOX EXTENSION RINGS	
1	EA	340000747	6" X 1-1/4" TAPPING TEE (PURGE)	
1	EA	110000097	1-1/4" RISER (PURGE)	
1	EA	340000060	1-1/4" CAP, MDPE (PURGE)	



2171 Yarrington Rd, Suite 200, Kyle Texas 78640 (P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control

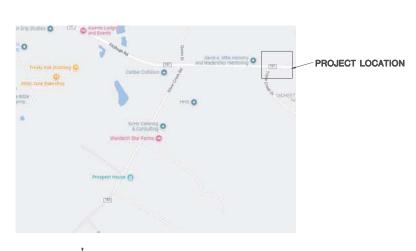
	must be i	implemented throu	ighout the work zoi	ne. **
The utility company or any of its use Best Management Practices installation AND will insure that to Manual of Uniform Traffic Contro	to minimize ero raffic control m	sion and sedimenta easures complying	ntion resulting from with applicable por	the proposed tions of the Texas
General Special Provisions: 1. Construction of this lir	ne will begin on	or after 6/5/2023 .		
Utility Company Information: Name: Texas Gas Service Address: 9228 Tuscany W Phone: Contact Name: Linda Dun	-			
Engineer / Contractor Informatio Name: Address: TX Phone: Contact Name:	n:			
Hays County Information: Utility Permit Number: TR Type of Utility Service: Ga Project Description: Road Name(s): Fitzhugh Subdivision: Commissioner Precinct:	s Main			
What type of cut(s) will you be using?	X Boring	X Trenching	Overhead	□ N/A
Authoriz The above-mentione	•	ounty Transportation proved in Hays Cou	•	S Court on .
			05/	31/2023
Signature		Title	Dat	e

WO # 2022-1001893959 CUE # 36030



FITZHUGH RD REG STATION AT SILVER CREEK SUBDIVISION **CURRENT SYSTEM INLET MAOP: 420 PSIG CURRENT SYSTEM INLET MIN PRES: XXX PSIG** POTENTIAL SYSTEM INLET MAOP: XXX PSIG **OUTLET MAOP: 60 PSIG**

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SYMBOLOGY
3	STATION PIPING - DEMOLITION
4	STATION PIPING - PLAN VIEW
5	PLAN VIEW
6	SECTION A-A AND B-B
7	SECTION C-C, D-D, AND E-E
8	ISOMETRIC VIEW
9	MATERIAL LIST
10	FOUNDATIONS



LOCATION MAP N.T.S. AUSTIN, TX

UTILITY LOCATIONS SHOWN ON PLAN ARE BASED ON FIELD AND DOCUMENT RESEARCH AND MAY BE NEITHER ACCURATE NOR COMPLETE. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE CONSTRUCTION VICINITY PRIOR TO ANY WORK.



PROJECT INFORMATION:

OWNER:

TEXAS GAS SERVICE

CONTACT:

LINDA DUNKESON 9228 TUSCANY WAY **AUSTIN, TX 78754** (512) 465-1134 (OFFICE) LINDA.DUNKESON@ONEGAS.COM

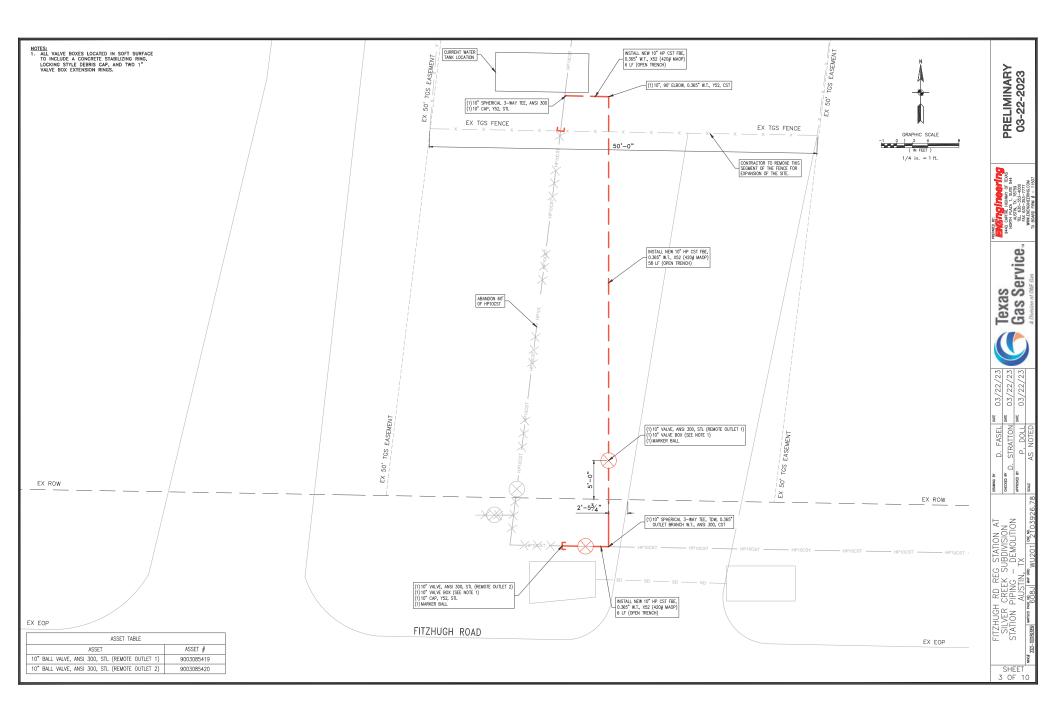
SUBMITTAL PREPARED BY:

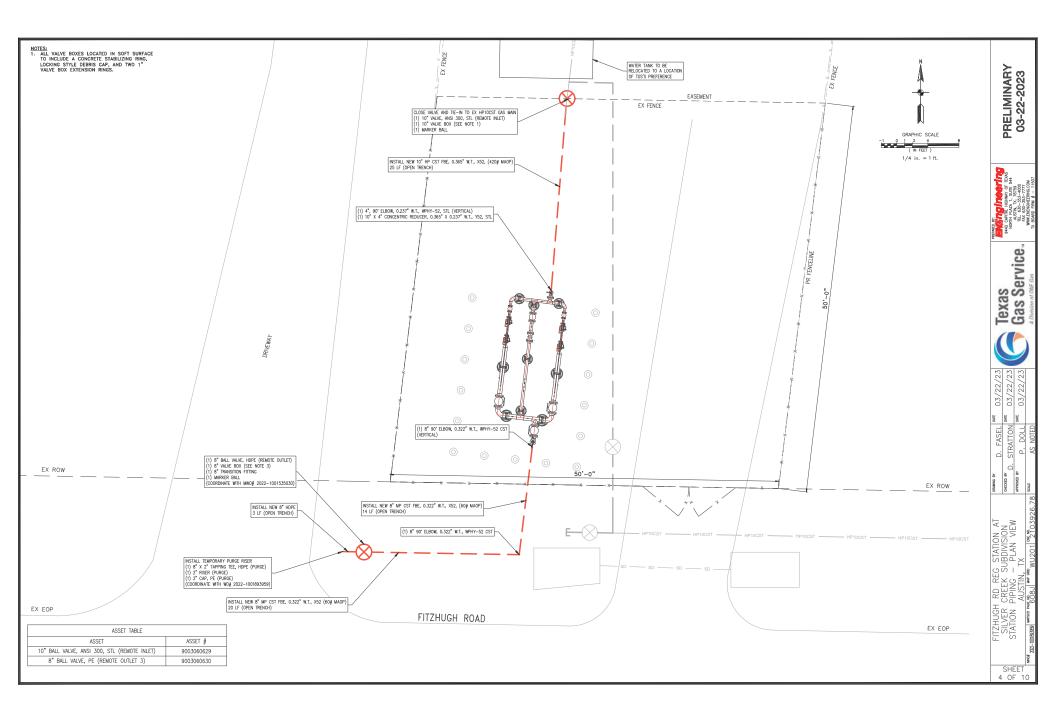
9422 CAPITAL OF TEXAS HIGHWAY
NORTH PLAZA 1, SUITE 544
TO TEXAS HIGHWAY
NORTH PLAZA 1, SUITE 544
TO TEXAS 100
TEX 630-353-7777
WWW.ENNONIEERING.COM
TX BOARD FIRM # — 11507

PRELIMINARY 03-22-2023

P. DOLL. SR PROJECT MANAGER (630) 967-6764 (OFFICE)







1 in. = 1 ft.

SHEET 5 OF 10

SEE ELEVATION A-A AND B-B
ON SHEET 6.
SEE ELEVATION C-C, D-D AND E-E
ON SHEET 7.
SEE ISOMETRIC VIEW
ON SHEET 8.

- NOTES:

 1. STAGGER PIPE SEAMS AT 12, 3, 6, OR 9 O'CLOCK POSITIONS.

 2. CLEAN WELDS INTERNALLY TO PREVENT DAMAGE TO DOWNSTREAM COMPONENTS ON START UP.

 3. 100% OF WELDS TO BE NON-DESTRUCTIVELY TESTED PER API 1104.

 4. P&M GROUP TO PROVIDE STAINLESS STEEL TUBING FITTINGS FOR SCADA.

 5. CONTRACTOR TO GRIT BLAST, PRIME, AND PAINT STATION WITH PRIMER/PAINT PROVIDED BY TOS.

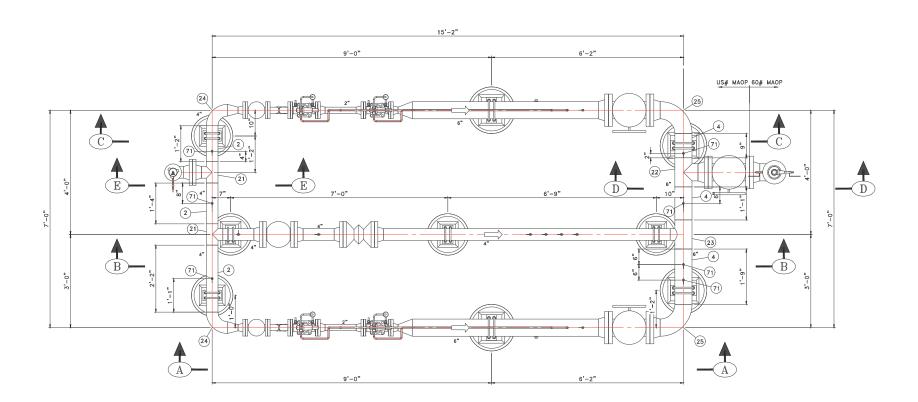
 6. PROTECT MANUFACTURERS DATA PLATES ON VALVES AND ANY OTHER COMPONENTS DURING GRIT BLASTING, PRIMING AND PAINTING.

 7. PIPING ASSEMBLY SHALL BE HYDROTESTED TO THE TEST SCHEDULE PROVIDED, EXCLUDING VALVES, REGULATOR, AND STRAINER IN LIEU OF USING PRETESTED PIPE.

 8. LOCK ALL BYPASS VALVES IN CLOSED POSITION.

 9. LOCATION OF SUPPORTS TO BE DETERMINED BY CONTRACTOR.

 10. CONTRACTOR TO CONFIRM ALL LERGTHS BASED ON MATERIALS ACTUALLY RECEIVED FOR CONSTRUCTION.



REGULATOR STATION PLAN VIEW

SHEET 6 OF 10

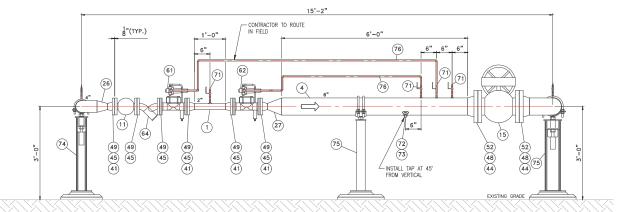
WORKER SET POINT	50	PSIG
MONITOR SET POINT	58	PSIG
WORKER/MONITOR CAPACITY (@ SET & MIN US PRES & 100% RESTRICTORS)		MCFH
WORKER/MONITOR CAPACITY (@ POT SYS MAOP & 100% RESTRICTORS)		MCFH

CURRENT SYSTEM MAOP*	420	PSIG
DOWNSTREAM NEW INSTALL MAOP	60	PSIG
CURRENT SYSTEM MIN PRES	TBD	PSIG

- NOTE:

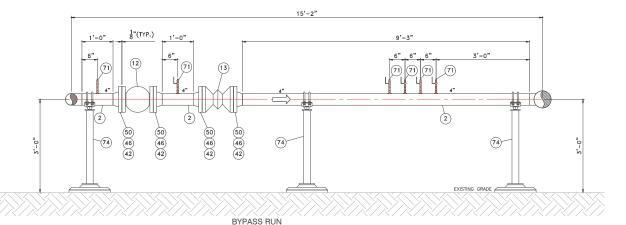
 1. AS SYSTEM LOAD INCREASES, ADJUST TRIM ON REGULATOR TOWARDS 100% OPEN FLOW.

 2. WORKER PERFORMANCE VALUES BELOW ARE FOR A SINGLE RUN; THIS STATION HAS TWO RUNS BUT ONLY LOOK AT ONE RUN FOR FAILURE/RELIEF.



REGULATOR RUN **ELEVATION A-A** (1in. = 1ft.)

ELEVATION B-B



- NOTES:

 1. STAGGER PIPE SEAMS AT 12, 3, 6, OR 9 O'CLOCK POSITIONS.

 2. CLEAN WELDS INTERNALLY TO PREVENT DAMAGE TO DOWNSTREAM
 COMPONENTS ON START UP.

 3. 100% OF WELDS TO BE NON-DESTRUCTIVELY TESTED PER API 1104.

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 5. CONTRACTOR TO GRIT BLAST, PRIME, AND PAINT STATION WITH PRIMER/PAINT
 PROVIDED BY TGS.

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 COMPONENTS DURING GRIT BLASTING, PRIMING AND PAINTING.

 7. PIPING ASSEMBLY SHALL BE HYDROTESTED TO THE TEST SCHEDULE PROVIDED,
 EXCLUDING VALVES, REGULATOR, AND STRAINER IN LIEU OF USING PRETESTED
 PIPE.

- PIP.

 8. LOCK ALL BYPASS VALVES IN CLOSED POSITION.
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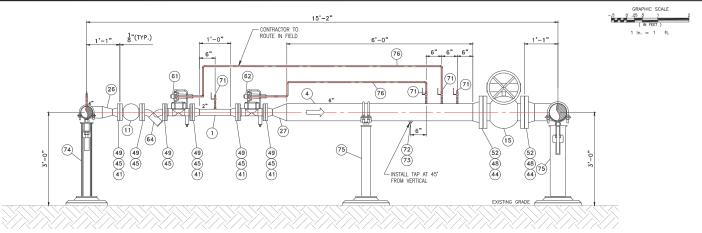
WORKER SET POINT	50	PSIG
MONITOR SET POINT	58	PSIG
WORKER/MONITOR CAPACITY (@ SET & MIN US PRES & 100% RESTRICTORS)		MCFH
WORKER/MONITOR CAPACITY (@ POT SYS MAOP & 100% RESTRICTORS)		MCFH
	•	

CURRENT SYSTEM MAOP*	420	PSIG
DOWNSTREAM NEW INSTALL MAOP	60	PSIG
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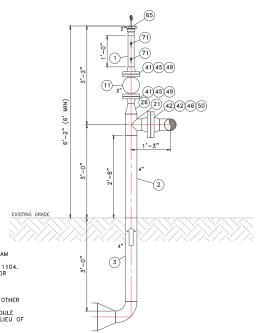
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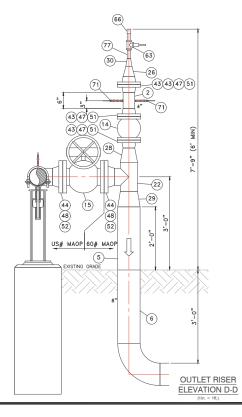






INLET RISER

ELEVATION E-E



PRELIMINARY 03-22-2023

Texas Gas Service.

03/22/

FASEL STRATTON

H RD REG STATION AT CREEK SUBDIVISION C-C, D-D, AND E-E AUSTIN, TX

SILVER O

SHEET 7 OF 10

- RELIEF VALVE NOTES:

 1. PRESSURE TEST RELIEF VENT PIPE AND FITTINGS AT 100 PSIG MINIMUM FOR 30 MINUTES SEPERATE TEST OF STATE OF THE PROPERTY OF THE PROPERTY

- AT 100 PSIG MINIMUM FOR 30 MINUILES SEPERALE FROM STATION PIPING. ALL PIPE NIPPLES ON PRESSURE SIDE OF RELIEF VALVE SHALL BE SCHEDULE 80 SET RELIEF VALVE PRESSURE BETWEEN WORKER AND MONITOR SETPOINTS TO PROVIDE INDICATION OR WARNING OF OPERATOR REGULATOR MALFUNCTION.

- NULES:

 1. STAGGER PIPE SEAMS AT 12, 3, 6, OR 9 O'CLOCK POSITIONS.

 2. CLEAN WELDS INTERNALLY TO PREVENT DAMAGE TO DOWNSTREAM COMPONENTS ON STAT UP.

 3. 100% OF WELDS TO BE NON-DESTRUCTIVELY TESTED PER API 1104.

 4. P&M. GROUP TO PROVIDE STAINLESS STEEL TUBING FITTINGS FOR
- SCADA.

- SCADA.

 CONTRACTOR TO GRIT BLAST, PRIME, AND PAINT STATION WITH PRIMER/PAINT PROVIDED BY TOS.

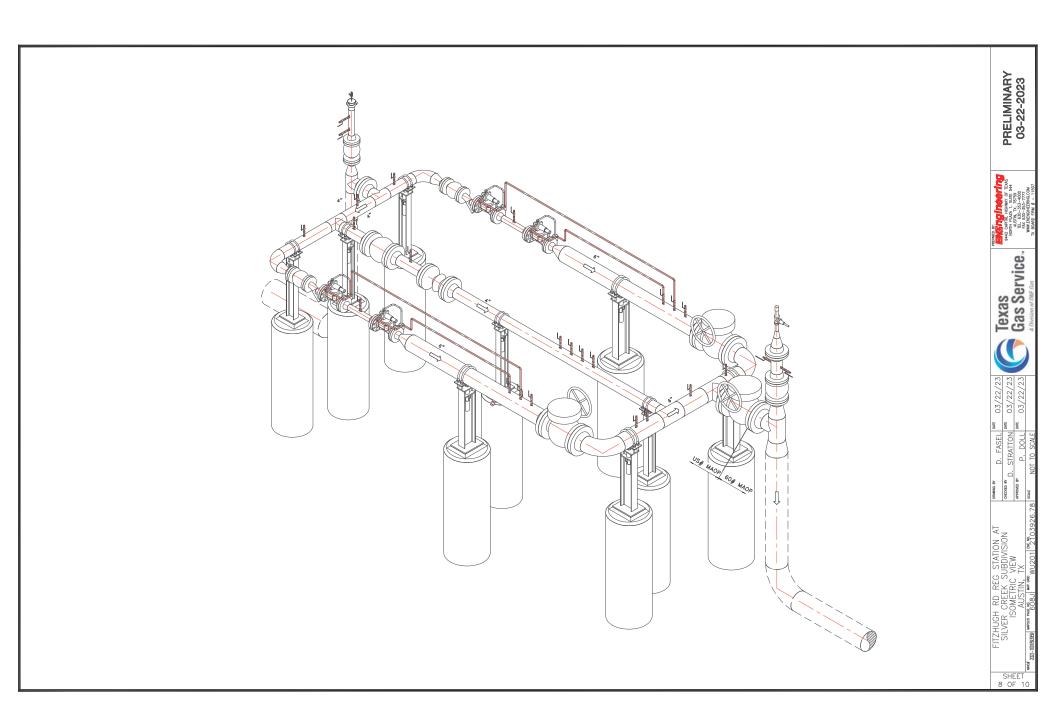
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- USING PRETESTED PIPE.

 8. LOCK ALL BYPASS VALVES IN CLOSED POSITION.

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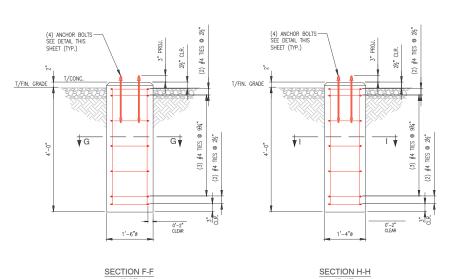


ITEM#	QUANTITY	UNIT	MATERIAL #	DESCRIPTION
				PIPES
1	3	FT	99-002000141	PIPE, ST, MAIN, 2.375 IN OD, 0.154 WT, X-52, BARE
2	20	FT	99-004000172	PIPE, STEEL, 4.50 IN OD, 0.237 IN WT, XS2, BARE, DRL, API SL, 10.79 LBS PER FT, ERW
3	3	FT	99-004000160	PIPE, STEEL, 4.50 IN OD, 0.237 IN WT, X52, ERW, FBE 14-16 MILS, DRL, API 5L, 10.80 LBS PER FT, BEV
4	16	FT	99-006000200	PIPE, ST, MAIN, 6.625 IN OD, 0.280 WT, X-52, ERW, BARE, DRL
5	2	FT	99-008000274	PIPE, ST, MAIN, 8.625 IN OD, 0.322 WT, X-52, ERW, BARE, DRL, API SL, 28.58 LBS PER FT, BEV
6	3	FT	99-008000289	PIPE,STEEL,8.625 IN OD,0.322 IN WT,X52,ERW,FBE 14-16 MILS,DRL,API 5L,28.58 LBS PER FT,BEV
7-10				RESERVED
				VALVES
11	3	EA	99-164000020	VALVE, BALL, 2 IN, ST, FERF, ANSI 300, 740 PSIG, FULL PORT
12	1	EA	99-164000069	VALVE, BALL, 4 IN, ST, FERF, ANSI 300, 740 PSIG, FULL PORT
13	1	EA	99-165000065	VALVE, PLUG, 4 IN, STEEL, FERF, FIG 2025, ANSI 300, 740 PSIG, STD TRIM, API 6D
14	1	EA	99-190000101	VALVE, BALL, 4 IN X 4 IN X 4 IN, STEEL, FERF, BALON SERIES F13, ANSI 150, 285 PSIG, LEVER OPERATED, STD TRIM, FULL PORT, API 6D, SOLID BALL
15	3	EA	99-164000053	VALVE, BALL, 6 IN, ST, FERF, ANSI 300, 740 PSIG, FULL PORT
16-20				RESERVED
				FITTINGS
21	3	EA	99-125000032	TEE, 4 IN, ST, WE, 0.237 IN WT, Y-52, SMLS
22	2	EA	99-125000042	TEE, 6 IN, ST, WE, 0.280 IN WT, Y-52, SMLS
23	1	EA	99-125000112	TEE, 6 X 6 X 4 IN, REDUCING, STEEL, WE, 0.280 IN X 0.237 IN WT, Y-52, SMLS
24	2	EA	99-122000504	ELBOW, 4 IN, ST, WE, 90 DEG LR, STD, Y-52
25	2	EA	99-122001000	ELBOW, 6 IN, ST, WE, 90 DEG, LR, STD, Y-52
26	4	EA	99-123000126	REDUCER, 4 IN X 2 IN, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS
27	2	EA	99-123000052	REDUCER, 6 IN X 2 IN, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS
28	1	EA	99-123000400	REDUCER, 6 IN X 4 IN, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS
29	1	EA	99-123000410	REDUCER, 8 IN X G IN, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS
30	1	EA	99-123000012	REDUCER, 2 IN X 1 IN, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS
31-40				RESERVED
				FLANGES, GASKETS, BOLTS
41	10	EA	99-150000400	FLANGE, 2 IN, ST, WN, WERF, ANSI 300, 740 PSIG
42	6	EA	99-150000410	FLANGE, 4 IN, ST, WN, WERF, ANSI 300, 740 PSIG
43	4	EA	99-150000375	FLANGE, 4 IN, ST, WN, WERF, ANSI 150, 285 PSIG
44	6	EA	99-150000417	FLANGE, 6 IN, ST, WN, WERF, ANSI 300, 740 PSIG, F52
45	14	EA	99-170000570	GASKET, 2 IN, FLEXITALLIC, ANSI 300, FOR RAISED FACE FLANGES
46	5	EA	99-170000600	GASKET, 4 IN, FLEXITALLIC, ANSI 300, FOR RAISED FACE FLANGES
47	3	EA	99-170000526	GASKET, 4 IN, TYPE F, RT, NITRILE CVD PHENOLIC, 0.125 IN THICK, ANSI 150, 285 PSIG
48	6	EA	99-170000615	GASKET, 6 IN, FLEXITALLIC, ANSI 300, FOR RAISED FACE FLANGES
49	112	EA	180000060	BOLT, 0.625 IN X 4.50 IN, STUD, STEEL, WITH (2) 2H HEX NUTS, ALL THREAD, GRADE 50 (FOR 2" ANSI 300 FLANGES - 8 BOLTS EACH)
50	40	EA	180000315	BOLT, 0.75 IN X 5.50 IN, STUD, STEEL, WITH (2) 2H HEX NUTS (FOR 4" ANSI 300 FLANGES - 8 BOLTS EACH)
51	24	EA	180000060	BOLT, 0.625 IN X 4.50 IN, STUD, STEEL, WITH (2) 2H HEX NUTS, ALL THREAD, GRADE 50 (FOR 4" ANSI 150 FLANGES - 8 BOLTS EACH)
52	72	EA	180000315	BOLT, 0.75 IN X 5.50 IN, STUD, STEEL, WITH (2) 2H HEX NUTS (FOR 6" ANSI 300 FLANGES - 12 BOLTS EACH)
53-60				RESERVED
				EQUIPMENT
				REGULATOR, 2 IN, TOP MOUNTED, STEEL, FERF, ANSI 300, FG30, MOONEY, PILOT OP, 100 CAP DRILLED HOLE, THROTTLE PLATE, 80 DURO HI DIAPHRAM, SERIES 20
61	2	EA	99-190000101	BRASS PILOT,30S FILTER W DRAIN VALVE (WORKER, RUN A)
62	2	EA	99-190000101	REGULATOR, 2 IN, TOP MOUNTED, STEEL, FERF, ANSI 300, FG30, MOONEY, PILOT OP, 100 CAP DRILLED HOLE, THROTTLE PLATE, 80 DURO HI DIAPHRAM, SERIES 20
				BRASS PILOT,30S FILTER W DRAIN VALVE (WORKER, RUN B)
63	1	EA	200000020	1" FISHER 1805 RELIEF VALVE (SET TO 56#)
64	2	EA	210000321	STRAINER, 2 IN, Y TYPE, ST, FLGD, ANSI 300, 740 PSIG
65	1	EA	GENERIC	CLOSURE,2 IN,YALE FIGURE 500,STEEL,WELD,ANSI 600,0.154 IN WT
66	1	EA	190000310	1" MUSHROOM RELIEF CAP
67-70				RESERVED
				MISCELLANEOUS
		EA	99-126000420	THRDOLET, 0.375 TO 36 IN X 0.250 IN OUT, ST, WE X THRD, STD, 3000 PSIG
71	25	EA	143000010	NIPPLE, 0.25 X 2 IN, ST, THRD, XHVY, 4805 PSIG, BLACK
"		EA	164000071	VALVE, BALL, 0.25 IN, ST, FPT, 3000 PSIG
		EA	100000160	PLUG, 0.25 IN, FGD ST, THRD, STD, 3000 PSIG
72	2	EA	GENERIC	THREAD-O-LET, 6" X 1", FORGED STEEL, WE X THRD, 3000 PSIG, ASTM A105
73	2	EA	100000180	PLUG, 1 IN, SQ HEAD, FORGED STEEL, THRD, STD, 3000 PSIG, ASME B16.11
		EA	134000806	PIPE SUPPORT, 4 IN, ADJUSTABLE, E-Z LINE FIGURE 204-FIR, 4" P.S., D=3'-0", FLAT PLATE W/ 4 SLOTTED HOLES, I-ROD & 2 U-BOLTS, D = 3 FT FROM BOTTOM TO
74	5			MIDDLE OF PIPE
		EA	GENERIC	FOUNDATION FOR 4" PIPE STAND
7.	4	EA	134000816	PIPE SUPPORT, 6 IN, ADJUSTABLE , E-Z LINE FIGURE 510-FIR, 6" P.S., D=3'-0", FLAT PLATE W/ 4 SLOTTED HOLES, I-ROD & 2 U-BOLTS, D = 3 FT FROM BOTTOM TO MIDDLE OF PIPE
75	4	EA	GENERIC	FOUNDATION FOR 6" PIPE STAND
\vdash	40	FT	001000005	PIPE-STAINLESS STEEL, PRESSURE TUBING. 3/8" OD035 WALL1271#/FT. SEAMLESS (T304/304L)
76	40	EA	105000010	CONNECTOR, 0.375 IN X 0.25 IN MPT. STEEL THRD. STD
77	1	FA	14300010	NIPPLE 1 IN X 4 IN THRD, XHVV, 2795 PSIG, RLACK ASTM A733 (CONVERT TO THE NIPPLE)
- //	1	EA	143000110	mires, amaren, mino, mire, assessad, banen, raminaras (convent to tolentree)

	INLET					
QUANTITY	UNIT	MATERIAL#	DESCRIPTION			
25	FT	99-010000128	PIPE STEEL, FBE, 10.750 IN OD, 0.365 IN WT, XS2, ERW, FBE 14-16 MILS, DRL, API 5L, 40.52 LBS PER FT, BEV			
1	EA	99-122000504	ELBOW,4 IN,STEEL WPHY-52,WE,90 DEG LR,0.237 WT,SMLS,MSS SP75			
1	EA	GENERIC	REDUCER, CONCENTRIC, 10" X 4", 0.365" X 0.237" W.T., MSS SP-75, WPHY-52			
1	EA	99-164000032	VALVE,BALL,10 IN,STEEL,WE,ANSI 300,740 PSIG WP,STD WT,GEAR OPERATED,FULL PORT (REMOTE INLET)			
1	EA	GENERIC	10" VALVE BOX			
1	EA	70000029	VALVE,BOX,CONCRETE RING,FOR STABILIZING			
1	EA	70000087	CAP - DEBRIS, FOR VALVE BOX, LOCKING STYLE, POLY MATERIAL, FOR INSTALLATION ON UNDERGROUND VALVE BOX FOR PI RIM & PI LID, COLOR BLACK			
2	EA	70000026	VALVE-BOX-1 IN-TOP EXTENSION-ADAPTER-STACKABLE-FOR REPAVING			
1	EA	30000001	PIPELINE MARKING-MARKER BALL - PASSIVE TUNED-4 IN-SELF LEVELING			

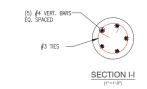
			OUTLET
QUANTITY	UNIT	MATERIAL#	DESCRIPTION
34	FT	99-008000289	PIPE STEEL,FBE,8.625 IN OD,0.322 IN WT,X52,ERW,FBE 14 -16 MILS,DRL,API 5L,28.58 LBS PER FT,BEV
70	FT	99-010000128	PIPE STEEL, FBE, 10.750 IN OD, 0.365 IN WT, XS2, ERW, FBE 14-16 MILS, DRL, API 5L, 40.52 LBS PER FT, BEV
3	FT	330005009	PIPE HDPE, PE4710/PE100, STICK, 8.000 IN IPS, DR 11,40 FT STICKS, 0.784 IN WALL, BIMODAL, 40 FT STICKS, NO REGRIND ALLOWED, 8.49 LB PER FT, ASTM D2513, BLACK W YELLOW STRIPES
3	FT	342000075	WIRE-SOLID-14 GA-THWN-COPPER-YELLOW-30 MILL-S00 FT-HIGH -TRACER
2	EA	GENERIC	TEE,10 IN,SPHERICAL 3 WAY,STEEL,WE,ANSI 300,TYPE IIA FLANGED SHORTSTOPP,740 PSIG,TDW,0.365" W.T. OUTLET CONNECTION
1	EA	99-122001009	ELBOW, 10 IN, SEGMENTABLE, STEEL WPHY-52, WE, 10.750 IN OD, 90 DEG 3R/3D, 0.365 IN WT, SMLS, ASME B16.9, MSS SP75
1	EA	99-122000218	FITTING-ELBOW-8 IN-3R/3D 90 DEGREE-STEEL-WE-8.625 IN-STD 0.322 IN WT-SMLS-MSS SP75 WPHY-52-SEGMENTABLE
1	EA	99-122001004	FITTINGS-ELBOW-8 IN-STEEL-WE-90 DEG LR-0.322 IN WT-WPHY 52-SMLS-MSS SP75
1	EA	GENERIC	TRANSITION FITTING, 8" IPS HDPE (SDR-11) TO 8.625" O.D. X 0.322" W.T. API SL GR. X52 STEEL, FUSION X WELD
2	EA	99-121000165	FITTINGS-CAP-10 IN-STEEL-WE-STD-WPHY 52-SMLS-MSS SP75
2	EA	99-164000032	VALVE,BALL,10 IN,STEEL,WE,ANSI 300,740 PSIG WP,STD WT,GEAR OPERATED,FULL PORT (REMOTE OUTLET AND FUTURE)
1	EA	340000923	VALVES,BALL,8 IN,HDPE 3408/4710,BUTT FUSION,0,0;100 PSIG,DR 11,0,0,0,0,FULL PORT,0,ASTM D2513,0,0
2	EA	GENERIC	10" VALVE BOX
1	EA	070000022	VALVE,BOX,8 IN,ABS POLY,SCREW TYPE,ADJ HEIGHT 41 IN TO 54 IN,CAST IRON FLANGED,NON LOCKING VENTED LID
3	EA	70000029	VALVE,BOX,CONCRETE RING,FOR STABILIZING
3	EA	70000087	CAP - DEBRIS, FOR VALVE BOX, LOCKING STYLE, POLY MATERIAL, FOR INSTALLATION ON UNDERGROUND VALVE BOX FOR PI RIM & PI LID, COLOR BLACK
6	EA	70000026	VALVE-BOX-1 IN-TOP EXTENSION-ADAPTER-STACKABLE-FOR REPAYING
3	EA	30000001	PIPELINE MARKING-MARKER BALL - PASSIVE TUNED-4 IN-SELF LEVELING
1	EA	340012125	FITTING-TEE-TAPPING-8 IN IPS X 2 IN IPS (DR 11)-ELECTROFUSION-HDPE 4710-EF BASE X BF OUTLET-1.77 IN CUTTER-W/ INTEGRATED UNDERSADDLE-125 PSIG-ASTM D2513/F1055-W/ ALCOHOL WIPE (PURGE)
1	EA	GENERIC	2" RISER, PE (PURGE)
1	EA	340000066	2" CAP, DR-11, PE-BUTT -HD-100 PSIG (PURGE)

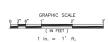
€ PIER © PIER **≜**Η 2.50" 3.50" 6" Ø PIPE SUPPORT 4" Ø PIPE SUPPORT 18" Ø PIER 18" Ø PIER

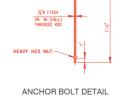


(6) #4 VERT. BARS EQ. SPACED

SECTION G-G







(1½"=1'-0")

TWO (2) HEAVY HEX-NUTS W/WASHER

- NOTE(S):

 1. 4"Ø PIPE SUPPORT TO BE EZ-LINE 204-F 4"P.S. D=2'-4", GALVANIZED
- 2. 6"Ø PIPE SUPPORT TO BE EZ-LINE 510-F 6"P.S. D=2'-4", GALVANIZED
- CONTRACTOR SHALL REPAIR AND PAMAGE (INCLUDING HANDLING SCARS) TO THE HOT-DIP COATING OF THE PIPE SUPPORTS AT THE TIME OF INSTALLATION OR ATTACHMENT TO FOUNDATIONS BY CLEANING WITH WIRE BRUSH OR GRINDER AND THEN APPLYING A HEAVY TOUCH-UP COAT OF ZINC RICH EPOXY PAINT OR COLD GALVANIZING COMPOUND, AS APPROVED BY OWNER REPRESENTATIVE.
- REPRESENTATIVE.

 A DESIGN, MATERIALS, AND WORKMANSHIP SHALL BE: IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES, AND THE LATEST EDITION OF THE FOLLOWING STANDARDS:

 A. ACI 301 SPECIFICATION FOR STRUCTURAL CONCRETE.

 B. ACI 318 BULLIDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

- A. ACI 301 SPECIALCATION FOR STRUCTURAL CONCRETE.

 B. ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

 C. SPEG ACI DETAILING MANUAL.

 D. CRS RECOMMENDED PRACTICE FOR PLACING REINFORCING STEEL.

 C. CONCRETE MATERIALS SHALL CONFORM TO THE LATEST REVISION OF THE FOLLOWING SPECIFICATIONS:

- SPECIFICATIONS:
 A. AGGREGATES, PER ASTM C33.
 B. CEMENT, PER ASTM C150, TYPE I, UNLESS NOTED OTHERWISE.
 C. DEFORMED REINFORMON BARS, PER A615, GRADE 60.
 7. ALL CONCRETE MIXES SHALL CONFORM TO ACE '2161.
 C. CONCRETE EMPOSURE STALL BE FZ, SZ, WO, AND C1 AND SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 450 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
 9. MAXIMUM CONGRE AGGREGATE SIZE SHALL BE \$\frac{1}{2}'.
 1. CONCRETE ONGRES ASSETTION OF 450 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
- 10. WATER/CEMENT RATIO SHALL NOT EXCEED 0.45.
 11. PROPORTIONS OF FLY ASH OR OTHER POZZOLANS AS A PERCENT OF TOTAL CEMENTITIOUS

- 11. PROPORTIONS OF FLY ASH OR OTHER POZZOLANS AS A PERCENT OF TOTAL CEMENTITIOUS MATERIAL BY WEIGHT SHALL CONFORM TO THE REQUIREMENTS OF ACI 318 AND ASTM C618.

 12. AIR ENTRAINMENT ADMIXTURES SHALL COMPLY WITH ASTM C260.

 13. AIR ENTRAINMENT IN MIX DESIGN SHALL BE 68 PLUS OR MINUS 1.5%.

 14. SLUMP SHALL BE LESS THAN OR EQUAL TO 5°, DUT NOT LESS THAN Z. STANDARD SHALL BE LESS THAN Z. STANDARD SHALL BE GADE 60.

 15. REINFORMOR BARS SHALL COMPORN TO THE REQUIREMENTS OF ASTM AGI.5 AND ACI 318.

 11. THE TRANSPORT THE OF READY-MIXED DOMERTE SHALL NOT EXCRED 45 MINUTES AND ALL
- CONCRETE SHALL BE DISCHARGED FROM THE MIXER WITHIN 1½ HOURS.

 17. CONTRACTOR MAY CHOOSE TO CONSTRUCT FOUNDATIONS WITH TOP OF CONCRETE ELEVATIONS 1" LESS THAN DESIGN AND INSTALL 4,500 PSI MINIMUM GROUT AFTER PIPE SUPPORT HAS BEEN INSTALLED USING LEVELING NUTS. INCREASE THE ANCHOR BOLT PROJECTION BY 1" IF THIS
- INSTALED USING LEVELING NUTS. INCACASE THE ADMINISTRATED EARTH OR COMPACTED ENGINEERED FILL.

 18. ALL FOUNDATIONS SHALL REST ON FIRM, UNDISTRURED EARTH OR COMPACTED ENGINEERED FILL.

 19. SOIL BEARING CAPACITY WAS ASSUMED DURIND DESIGN TO BE AT LEAST 2,500 PSF. IF
 CONTRACTOR OR OWNER'S REPRESENTATIVE HAS REASON TO BELIEVE CONDITIONS ENCOUNTERED.

 IN THE FIELD MAY NOT SATISFY 2,500 PSF. THEN A GEOTECHNICAL ENGINEER OR REPRESENTATIVE.

10 OF 10



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640 (P) 512-393-7385 (Web) <u>www.hayscountytx.com</u>

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. **

General	Special	Provision	S
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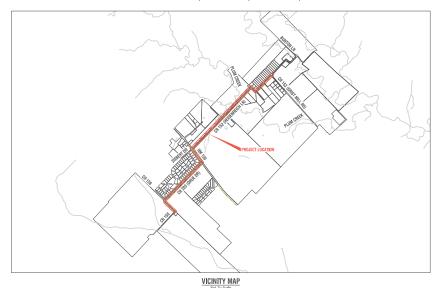
use Best Management Practices to miniming installation AND will insure that traffic cor Manual of Uniform Traffic Control Devices	ize erosion and sediment ntrol measures complying	ation resulting from the proposed with applicable portions of the Texas
General Special Provisions: 1. Construction of this line will be	gin on or after 6/5/2023 .	
Utility Company Information: Name: Address: 9442 Capital of Texas Hig Phone: Contact Name: Dylan Stratton	hway, N Plaza 1, Suite544	Austin TX
Engineer / Contractor Information: Name: Entrust Solutions Group Address: 9801 Westheimer Rd, Suit Phone: 6309676764 Contact Name: Philip Doll	te 600 Houston 77042	
Hays County Information: Utility Permit Number: TRN-2023-6 Type of Utility Service: Coated Stee Project Description: Road Name(s): Fitzhugh Rd,,,,,, Subdivision: Commissioner Precinct:	el and High Density PE	
What type of cut(s) will Bo you be using?	oring X Trenching	Overhead N/A
•	Hays County Transportati was approved in Hays Co	on Department unty Commissioners Court on .
		05/31/2023
Signature	Title	Date



South Texas Gas Engineering

KYLE SOUTH CAPACITY IMPROVEMENT KYLE, HAYS COUNTY, TX

PROJECT LIMITS: CR 158, CR 203, RM 150, AND CR 152



GENERAL NOTES:

- GENERAL NOTES:

 1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.

 1. FIELD VERIFY AS LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.

 1. GOS GAUGES TO ANOMERO AS MAINTAIN FEEDS & PRESSURE.

 2. GOS GAUGES TO ANOMERO AS MAINTAIN FEEDS & PRESSURE.

 3. GOS GAUGES TO ANOMERO AS MAINTAIN FEEDS & PRESSURE.

 5. THIS PROJECT IS SUBJECT TO SERVICE MAINTAIN FEEDS & PRESSURE TO THE PROJECT OF T

SHEET INDEX:

- OVERALL LAYOUT
- 3. 9. PLAN SHEETS



STAKING REQUEST NUMBER; 106471089 GCO: 50557 SUPERIOR WO: 105212685 LEGEND AND NOTES

DP 8" IP PLA #: 106471089 EDR 11:0, PE 2406/2708 3 LB/FT., ASTM D2513	12,907
DP 12" HDPE CASING #:106471089	⊏ ^{76′}
RKER BALL	R
OP LOC/TEST POINT	Q
OP 5# ZINC ANODE	Q

9

F:233413894 O:232813888 KM:N/A	LAMBERT:N/A Z	N/A SZ:N/A TC:041	SOG:N/A
	713-462-5242		
DATE NEEDED:	ESTIMATED CO	IST: \$	
	CONTRIBUTION		
PURPOSE AND NECESSITY: INSTALL 8" PLA	STIC PIPE TO IMPROVE	THE CAPACITY OF TH	E EXISTING
		F KYLE, TEXAS	
		DATE:	
RECOMMENDED BY:		DATE:	
APPROVED BY		DATE:	

KYLE SOUTH CAPACITY IMPROVEMENT COVER SHEET KYLE, TEXAS



ED3-2300992

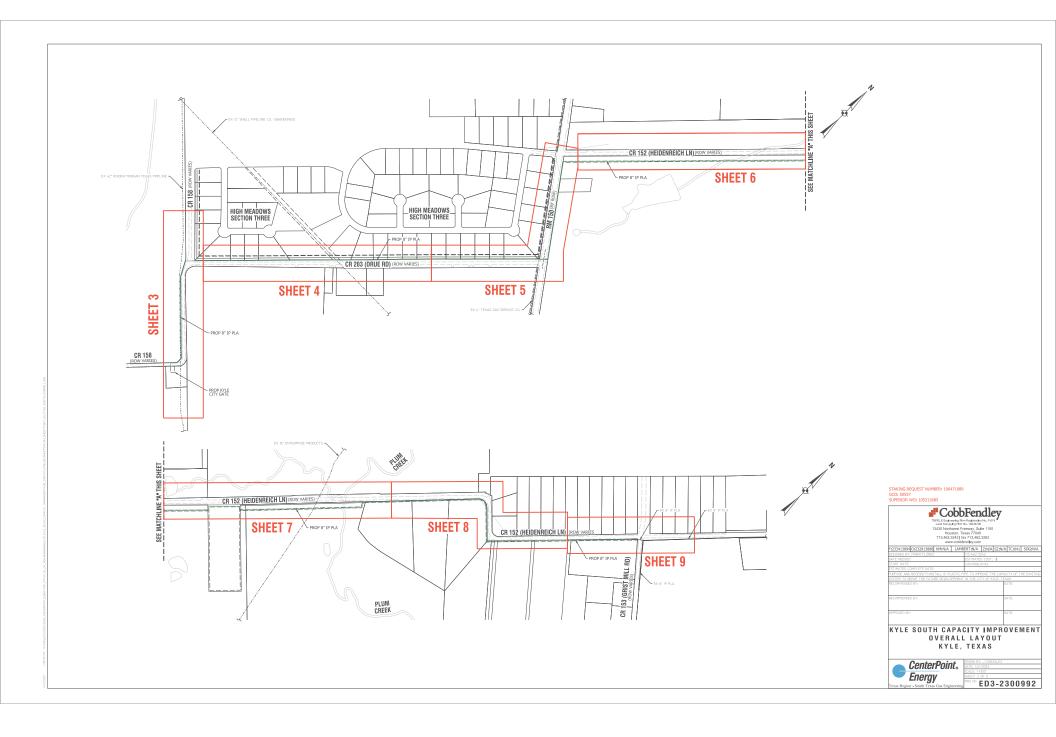
PERMITS REQUIRED FOR CONSTRUCTION

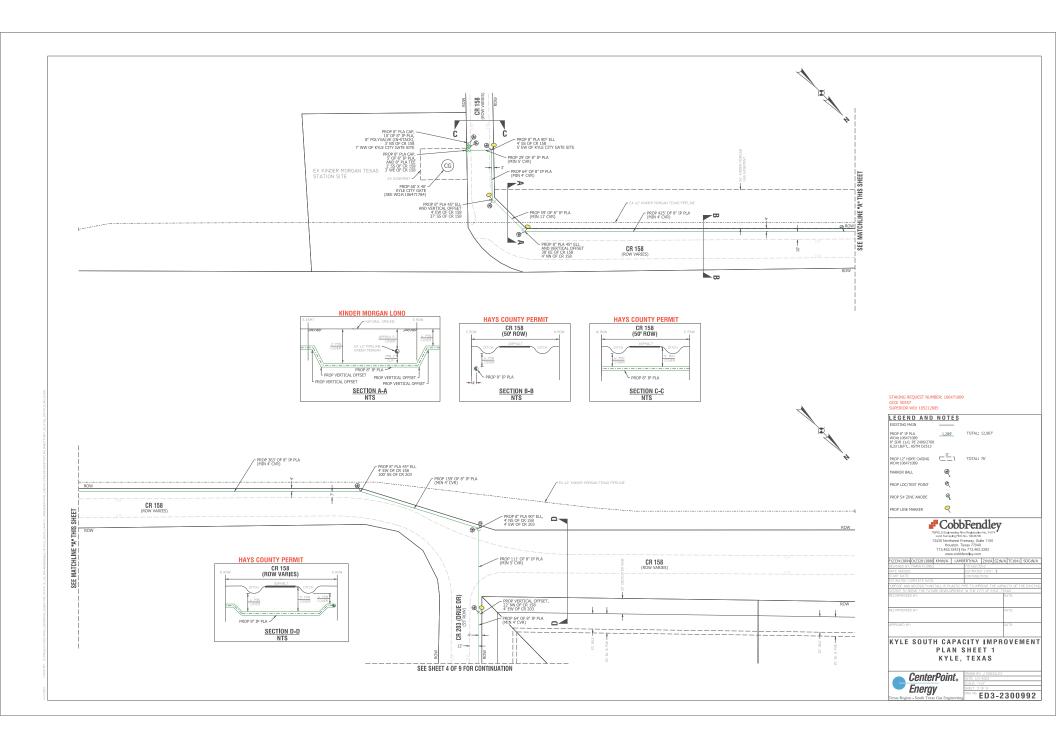


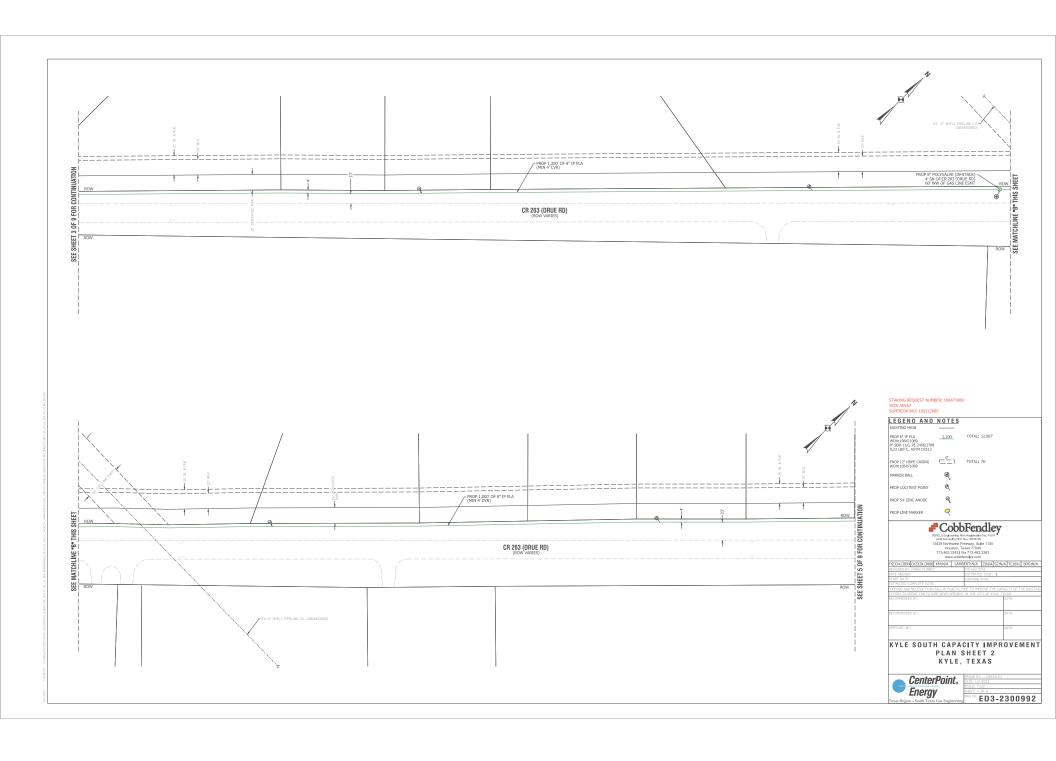
☐ FLOOD CONTROL/DRAINAGE

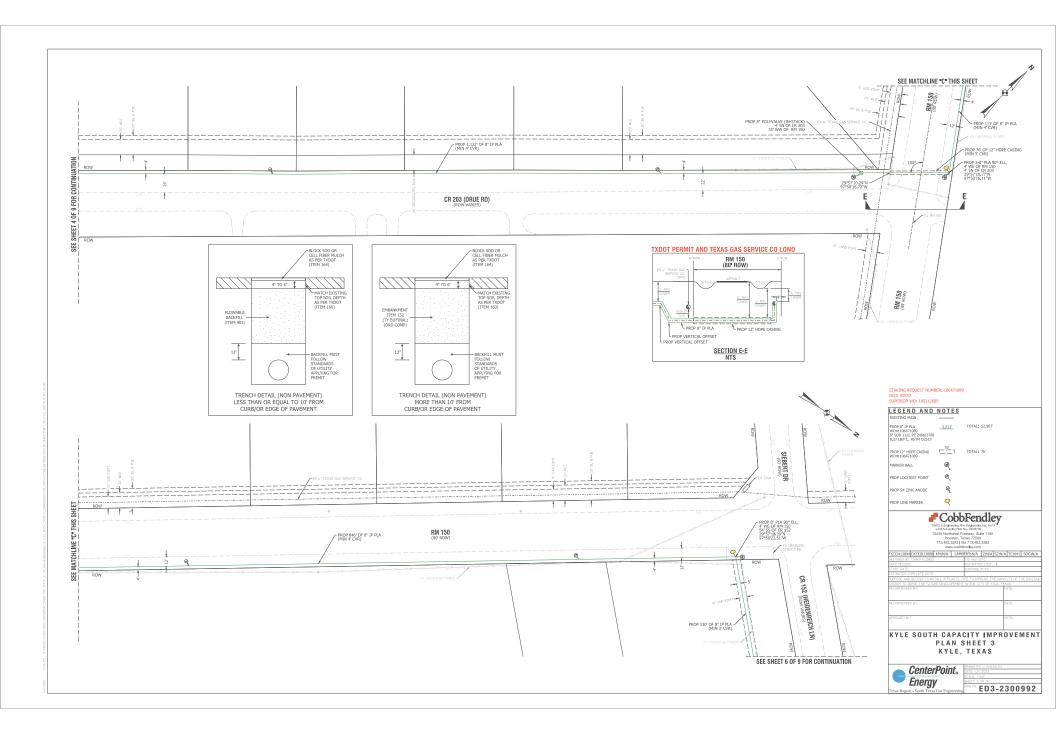
RAILROAD;

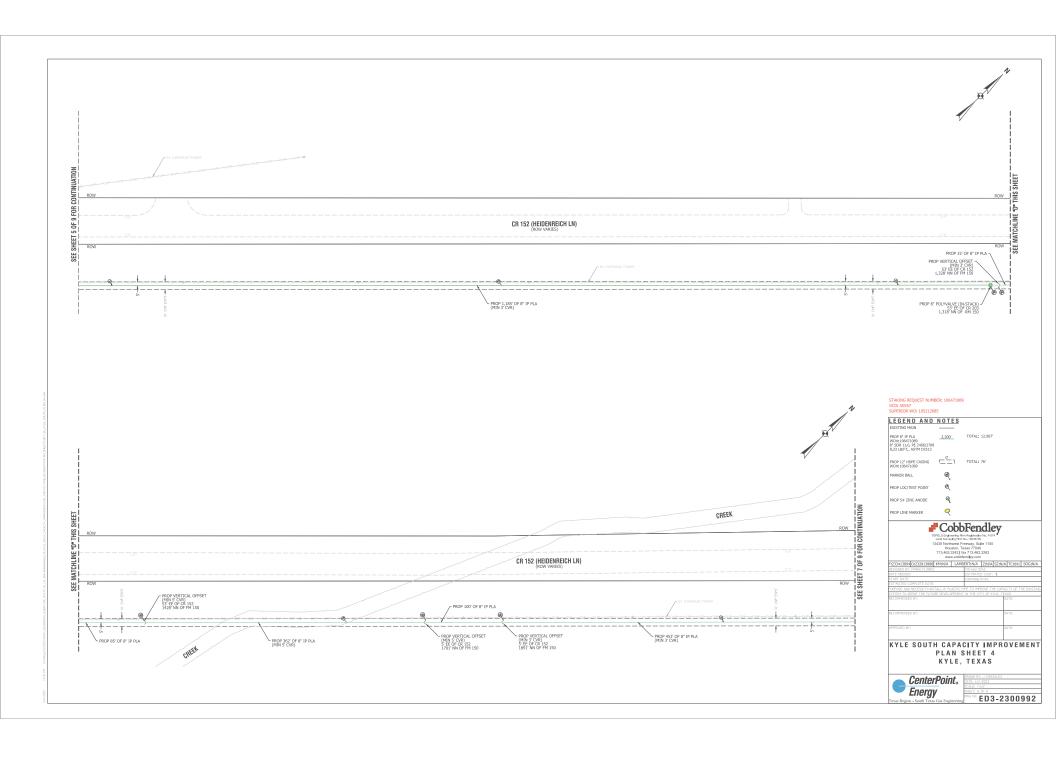
THE INFORMATION SHOWN IN THESE DRAWINGS WAS FURNISHED FROM RECORD DRAWINGS ALL INFORMATION CONCERNING THE ADDITIONAL CONTRACTOR IS RESPONSIBLE FOR LOCATING ADDITIONAL UNITED PROSING UNDERSOUND UTILITIES PRIGRIC TO COMBINICATION.

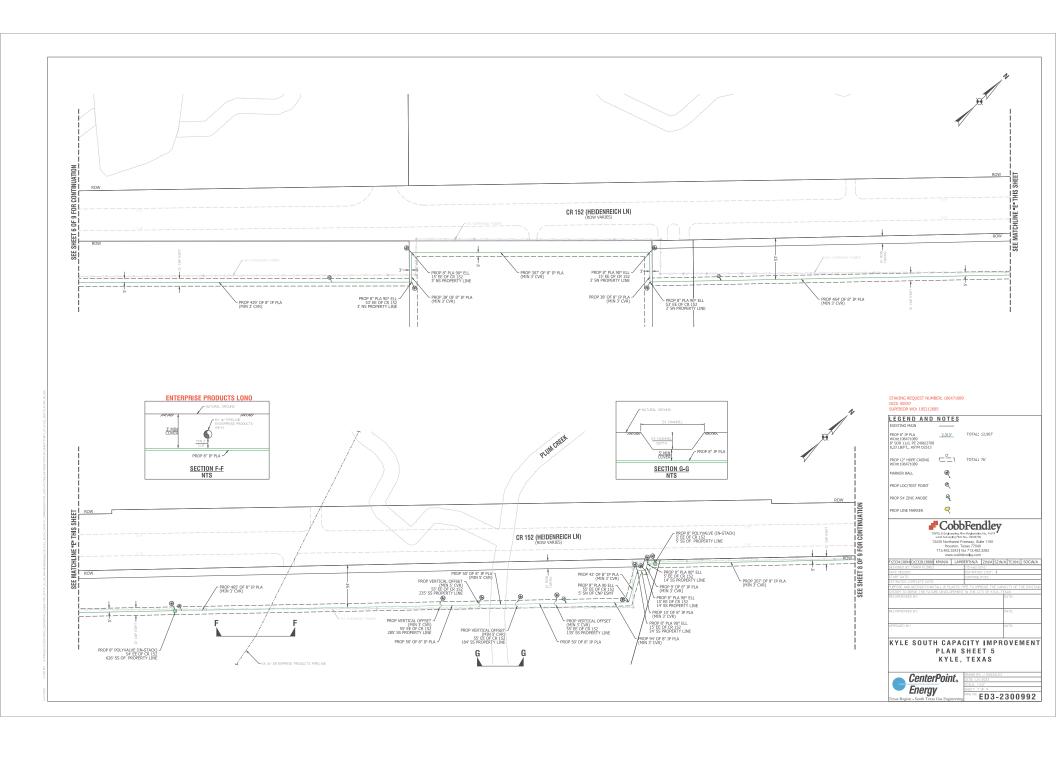


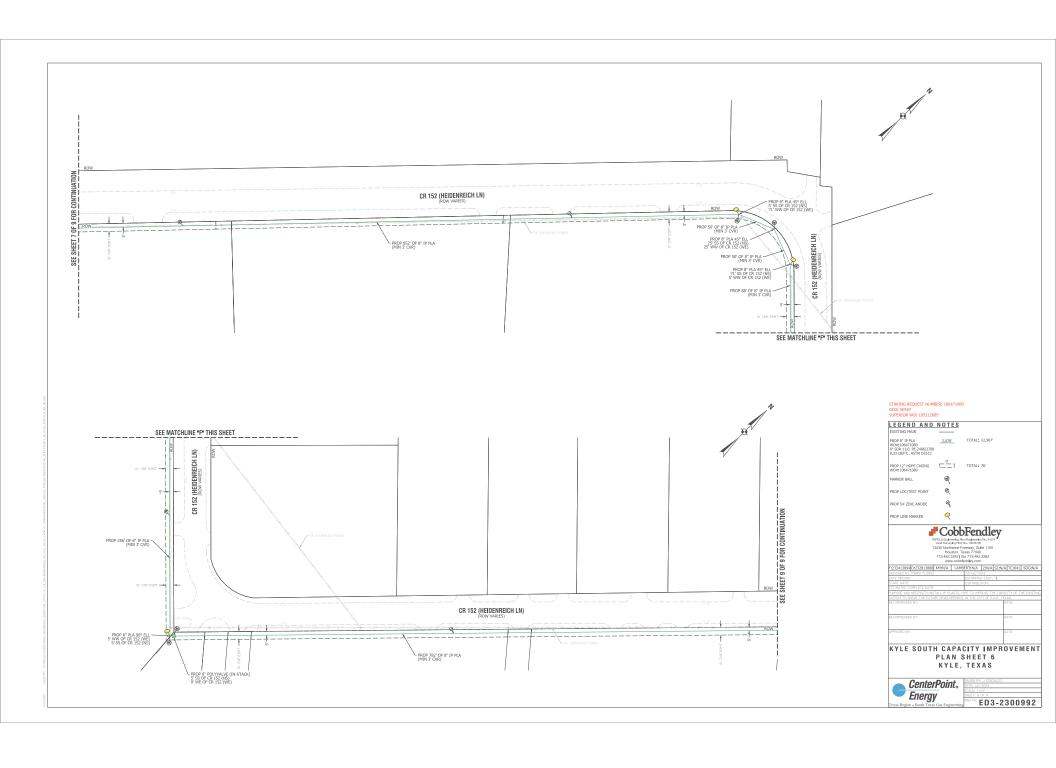
















Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640 (P) 512-393-7385 (Web) <u>www.hayscountytx.com</u>

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 7/3/2023.

Uti	lity	Comp	any I	nfo	orm	atic	n:
-----	------	------	-------	-----	-----	------	----

Name: CenterPoint Energy Corp

Address: 2730 S IH 35 New Braunfels TX

Phone:

Contact Name: Abel Arispe

Engineer / Contractor Information:

Name: Cobb, Fendley & Associates

Address: 505 E Huntland Dr Austin 78752

Phone: 7134623242

Contact Name: Maria Flores

Utility Permit Number: TRN-2023-6212-UTL Type of Utility Service: 8" plastic gas line

Project Description:

Road Name(s): County Road 158 & County Road 158, County Road 203 (Drue Dr), , , , ,

Subdivision:

Commissioner Precinct: 1

What type of cut(s) will X Boring X Trenching Overhead □ N/A

you be using?

Authorization by Hays County Transportation Department The above-mentioned permit was approved in Hays County Commissioners Court on.

Mark Bell **Engineering Technician** 06/13/2023

Signature Title Date





ROUTE: LUBBOCK, TX - HOUSTON, TX

PROJECT ID: SAN MARCOS

REFERENCE DRAWINGS

DESCRIPTION

DRAWING No.

SITE ADDRESS: OLD BASTROP RD SAN MARCOS, TX 78666

COORDINATES: 29.841456, -97.915196

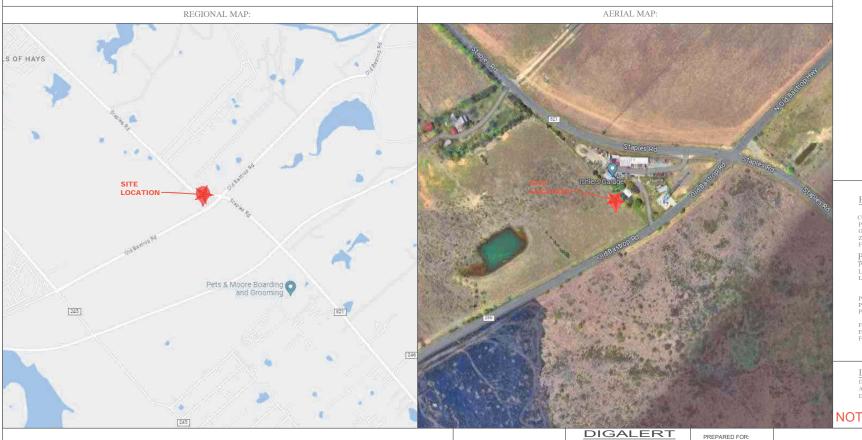
SHEET INDEX:

COVER SHEET T-01

GENERAL NOTES GN-01

OVERALL SITE PLAN

C-05 VAULT DETAILS



DES DFT CHK APP AT AT JC JC

REVISIONS

DESCRIPTION

PERMIT

DATE

0 05/18/2023

PROJECT INFORMATION:

COUNTY: HAYES PARCEL #: 19014 GROUND ELEVATION: 635' ZONING JURISDICTION: HAYES COUNTY FLOOD PLAIN ZONE: NO

PROJECT DIRECTORY:
PROPERTY OWNER: SHERRIL LANE TRUST
LANDLORD CONTACT: XXX-XXXX
LANDLORD ADDRESS: LL ADDRESS SAN MARCOS, TX 78666

POWER COMPANY: TBD POWER CONTACT NAME: TBD POWER PHONE #: TBD

FIBER COMPANY: FIBERLIGHT FIBER CONTACT NAME: RICHELLE HOUGHTON FIBER PHONE #: 303-419-3290

DRAWING PREPARATION:

DESIGNED BY: AT APPROVED BY: JC DATE REVIEWED: 05/18/23

NOT FOR CONSTRUCTION

SHEET DESCRIPTION: COVER SHEET

SAN MARCOS OLD BASTROP RD SAN MARCOS, TX 78666

SHEET NUMBER T-01 REVISION 0

DIGALERT CALL TOLL FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT (811)





Middle Mile Infrastructure

PREPARED BY:

SITE LAYOUT GENERAL NOTES

- 1. DIMENSIONS ARE TO THE EDGE OF CONCRETE, EDGE OF PAYEMENT, PROPERTY LINE/ROW, CENTERUNE OF STREET, OF FACE, OF FACE OF BUILDING, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFITY THE EXACT LOCATION OF ALL EXISTING UTILITIES (PUBLIC AND PRIVATE) PRIOR TO EXCAVATION. CONTRACTOR IS RESPONSIBLE FOR ALL DISCUPLINGS TO EXISTING SERVICES, UTILITIES, ETC. CONTRACTOR TO TAKE ALL PERCAUTIONS NECESSARY TO PROTECT EXISTING UTILITIES. CONTRACTOR TO REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT CONTRACTOR'S EXPENSE. CORDINIATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- 2. SITE DEVELOPMENT PLAN IS BASED ON A PRE—CONSTRUCTION BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY SURVEYOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND VERIEY THE SURVEY PRIOR TO BIDDING AND STARTING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIEY PLAL SURVEY ELEVATIONS, INFORMATION PRESENTED, DEPICIED, OR DEFINED WITHIN THE CONSTRUCTION DRAWNINGS WITH THE CENTRICED, DEPICED, OR DEFINED WITHIN THE CONSTRUCTION DRAWNINGS WITH THE CENTRICED SURVEY. IN THE CENTRICED SURVEY, SOME DEFINED SURVEY SHOULD ALLAWS TAKE
- 3. IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- 4. FINISH FLOOR ELEVATION OF THE PROPOSED SHELTER BUILDING IS SPECIFIED ON SHEET C-03.
- 5. ANY DAMAGE TO EXISTING PROPERTY AS A RESULT OF THE SITE CONSTRUCTION SHALL BE RESTORED IN KIND TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
- 6. ALL ITEMS TO BE PROVIDED BY GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
- 7. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR & SUBCONTRACTOR TO COORDINATE THE INSTALLATION OF ALL WORK WITHIN THE RIGHT OF MY WITH COUNTY, STATE, AND LOCAL APPROVAL AND REVIEW AGENCIES (AHA)S, ALL DETAILS, MATERIALS, PRODUCTS, SPECIFICATIONS, GRADES/CONTOURS, ETC. DEPICTED BY THE CONSTRUCTION DOCUMENTS SHALL BE REVIEWED WITH THE APPROVAL AGENCIES HAVING JURISDICTION BY THE CONTRACTOR(S) RESPONSIBLE FOR THE WORK PRIOR TO THE INSTALLATION OF ANY PORTION OF THE WORK. IF ANY DISCREPANCIES ARISE FROM THE FINAL CONTRACTOR REVIEW WITH THE AHJS, THE CONTRACTOR SHALL INFORM THE ARCHITECT/ENGINEER.
- 8. CONTRACTOR TO COORDINATE SUBGRADE PREPARATION IN ACCORDANCE WITH GEOTECHNICAL RESULTS SPECIFIED IN THE SITE SPECIFIC GEOTECHNICAL REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EMPLCY AN "ON SITE" GEOTECHNICAL ENGINEER (PC), LICENSED IN THE STATE OF THE PROJECT LOCATION, TO REVIEW ENSING SOIL CONDITIONS AND SUBGRADE AT THE TIME OF EXCAVATION AND BEFORE PLACEMENT OF FOOTINGS AND INFRASTRICUTINE. CONTACT PROJECT MANAGER AND ARCHITECT/FENDINEER JOHNLY OF ANY RECOMMENDATIONS AND/OR MODIFICATIONS ARE REQUIRED OR OTHERWISE RENDERED BY THE LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER.
- 9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY INFORM THE OWNER, PROJECT MANAGER, STRUCTURAL ENGINEER, AND AGHIETC/FENDIERE OF ANY OSSTRUCTIONS, ROCK FORMATIONS, SOIL CONDITIONS, OUTCROPPINGS ETC THAT MAY IMPACT STRUCTURAL STABILITY OF THE BUILDING, FOUNDATIONS, AND SITE INFRASTRUCTURE.
- 10. THE BUILDING IS SKID MOUNTED AND FINISHED FLOOR ELEVATION IS 11.2" ABOVE THE TOP OF FOUNDATION SLAB. FOR EQUIPMENT DELIVERY, A RAMP SYSTEM WILL NEED TO BE IMPLEMENTED.

IGENERAL NOTES

- 1. GENERAL CONTRACTOR TO VERIFY ALL ITEMS IN PRE-MANUFACTURED BUILDING UPON DELIVERY. NOTIFY OWNER AND ARCHITECT/ENGINEER IMMEDIATELY OF MISSING ITEMS AND COMPONENTS.
- GENERAL CONTRACTOR TO DO A VISUAL INSPECTION OF ROOF UPON DELIVERY AND NOTIFY OWNER AND ARCHITECT/ENGINEER OF ANY DEFICIENCIES.
- 3. ALL PROPOSED EQUIPMENT & CONDUIT PENETRATIONS ARE BASED ON BUILDING SUPPLIER SHOP DRAWINGS.

BUILDING NOTES:

- BUILDING IS LISED AS AN LINOCCUPIED AND LINMANNED TELECOMMUNICATIONS FOLIPMENT FUCLOSURE
- 2. BUILDING CAPACITY: 468 SQUARE FEET.

OWNER

MMI 103 FOULK ROAD, SUITE 202 WILMINGTON, DE 19803 PHONE: (303) 886-1052 PROJECT MANAGER

LTS MANAGED TECHNICAL SERVICES, LLC. 723 N OAKLAWN AVE ELMHURST, IL 60126 PHONE: 312-971-9182

PROGRAM DIRECTOR: FRANK BAKER

A&E PROJECT MANAGER:

LEAD ENGINEER:

ENVIRONMENTAL & GEOTECHNICAL ENGINEER

TETRA TECH 115 INVERNESS DR E STE 300 ENGLEWOOD, CO 80112 PHONE: (251) 599-0715

LEAD ENGINEERS: SARA LUBCHENCO-BURSON, P.E. NATHAN LANGFORD, P.E. STRUCTURAL ENGINEER

DH CHARLES ENGINEERING 802 DEMPSTER STREET EVANSTON, IL 60202 PHONE: (872) 240-8033

BRANCH MANAGER: ANDREW SCHWARZ, P.E., S.E.

PROFESSIONAL ENGINEER

TALMAN CONSULTANTS, LLC 141 W. JACKSON BLVD, STE 1600A CHICAGO, IL 60604 PHONE: (773) 825-6261

LEAD ENGINEER: JAMES NORTON, P.E. PROFESSIONAL LAND SURVEYOR

GORRONDONA & ASSOCIATES, INC 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX 76137 PHONE: (817) 496-1424

CHIEF OPERATIONS OFFICER: W. TRUETT WILSON, R.P.L.S.

NOT FOR CONSTRUCTION

CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
(811)





PREPARED BY:

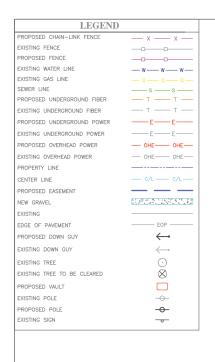
LTS Telecommunication
Exercises (USA) inc.
14400 The Lakes Blvd.
Pflugervile, TX 78660

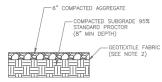
SHEET DESCRIPTION:
GENERAL NOTES

SAN MARCOS OLD BASTROP RD SAN MARCOS, TX 78666

SHEET NUMBER REVISION O

DWG 11 x 1





. AGGREGATE BASES SECTION IS FOR ACCESS DRIVE AREA BETWEEN SITE GATE AND CONNECTING ROADWAY.

2. WHERE REQUIRED, PLACE GEOTECTILE FABRIC BELOW THE GRAVEL, PER MANUFACTURES SPECIFICATION AND INSTALLATION GUIDELINES. FILTER FABRIC SHALL BE SKAPS GT-160, MIRAFI 160N OR APPROVED EQUAL.

REFERENCE DRAWINGS

DESCRIPTION

REVISIONS

DES DFT CHK APP

AT AT JC JC

DESCRIPTION

PERMIT

DATE

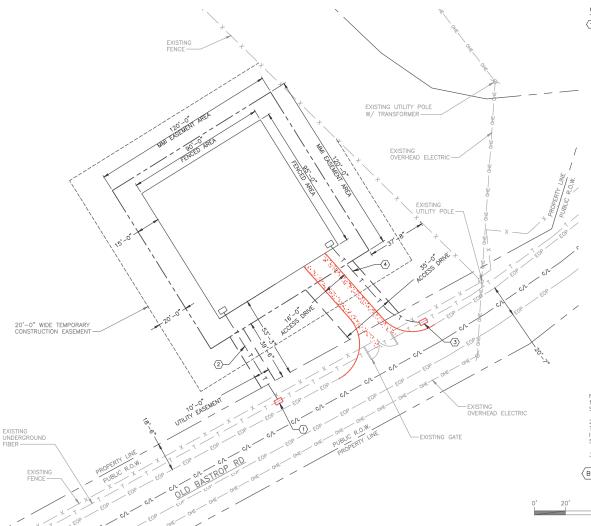
0 05/18/2023

3. COMPACTED AGGREGATE SHALL BE AASHTO #57

AGGREGATE BASE FOR DRIVE

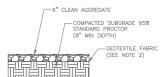
SCALE: N.T.S.

DRAWING No



CONSTRUCTION NOTES

- PLACE (1) 36"X60"X48" CEV INTERCEPT EXISTING FIBER (SEE SHEET C-05 FOR DETAILS)
- TRENCH 65'-8" OF (2) 4" SCH. 80 PVC PULL 432CT OF FIBER OPTIC CABLE W/50' SLACK LOOP
- TRENCH 77'-4" OF (2) 4" SCH. 80 PVC PULL 432CT OF FIBER OPTIC CABLE W/50' SLACK LOOP



- 1. SURFACE SECTION IS FOR AREA BETWEEN SHELTER SLAB AND FENCE.
- 2. WHERE REQUIRED, PLACE GEOTEXTILE FABRIC BELOW THE GRAVEL, PER MANUFACTURERS SPECIFICATIONS AND INSTALLATION GUIDELINES. FILTER FABRIC SHALL BE SKAPS GT-160, MIRAFI 160N OR APPROVED EQUAL
- 3. CLEAN AGGREGATE SHALL BE AASHTO #57

CLEAN AGGREGATE SURFACE SECTION SCALE: N.T.S.

OVERALL SITE PLAN



PREPARED FOR

Middle Mile Infrastructure

PREPARED BY:

SCALE: 1" = 20'-0"NOT FOR CONSTRUCTION

SHEET DESCRIPTION: OVERALL SITE PLAN

SAN MARCOS OLD_BASTROP_RD SAN MARCOS, TX 78666

SHEET NUMBER C-01 REVISION 0

DIGALERT CALL TOLL FREE 48 HOURS BEFORE YOU DIG UNDERGROUND SERVICE ALERT (811)



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	★ Texas
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BULKU366048

BULK VAULT HDPE STRUCTURAL FOAM SHIELD X COMPOSITE COVER



FEATURES:

- 36" X 60" X 48" (open floor) (actual dimensions on drawing)
- BULK Vault SHIELD X Split COVER-Tier 22 Load Rated (ANSI/SCTE 77: 2016)
- (4) Cover fastener auger bolts, Hex (9/16") or Penta (7/8") head with washer (304 stainless steel)
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (1) Lifting slot,per cover, equipped with stainless steel pin (slot is approximately 4 1/4"x ¾")
- (1) Galvanized Center Beam
- (1) Logo Disk
- Stainless steel hardware is 300 series.
- Available with flush to surface pad lock box.

WEIGHT & SHIPPING:

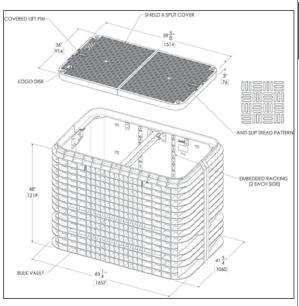
• Cover Weight:

o Fixed Half 76 lbs. o Lock Half: 80 lbs.

- Box Weight: 274 lbs.
- Assembly Weight : 430 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2016 TIER 22 Rated (33,750 lbs)
- AS3996 Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions				
Length	Width	Depth		
58 1/4"	34 3/4"	44 5/8"		
[1480]	[883]	[1133]		

BULKU304836

BULK VAULT HDPE STRUCTURAL FOAM SHIELD X COMPOSITE COVER

BULK M A

EFATURES:

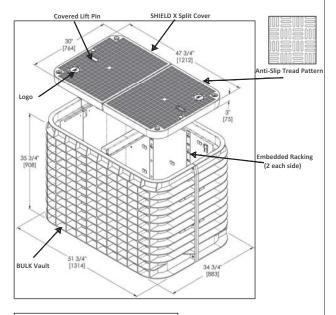
- 30" X 48" X 36" (open floor) (actual dimensions on drawing)
 BULK VAULT SHIELD X Split COVER- Tier 22 Load
- Rated (ANSI/SCTE 77: 2016)
 (4) Cover fastener auger bolts, Hex (9/16") or Penta
- (7/8") head with washer (304 stainless steel)
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- \bullet (1) Lifting slot equipped with stainless steel pin (slot is approximately 2 $\%"x\ \%")$
- (1) Galvanized Center Beam
- (2) Logo Disk
- Stainless steel hardware is 300 series.

WEIGHT & SHIPPING:

- Cover Weight: 50 lbs (Per Half)
- Box Weight: 129 lbs
- Assembly Weight: 229 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2016 TIER 22 Rated (33,750 lbs)
- AS3996 Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions				
Length	Width	Depth		
46 ½" [1180]	28 ¾" [730]	32 ¾" [832]		

NOT FOR CONSTRUCTION

CALL TOLL FREE

48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT

(811)





PREPARED BY:

LTS Telecommunications
Services (USA) Inc.
14400 The Lakes Blvd.
Pflugerville, TX 78660

VAULT DETAIL

SAN MARCOS
OLD BASTROP RD
SAN MARCOS, TX 78666

SHEET DESCRIPTION:

SHEET NUMBER REVISION C-05 0

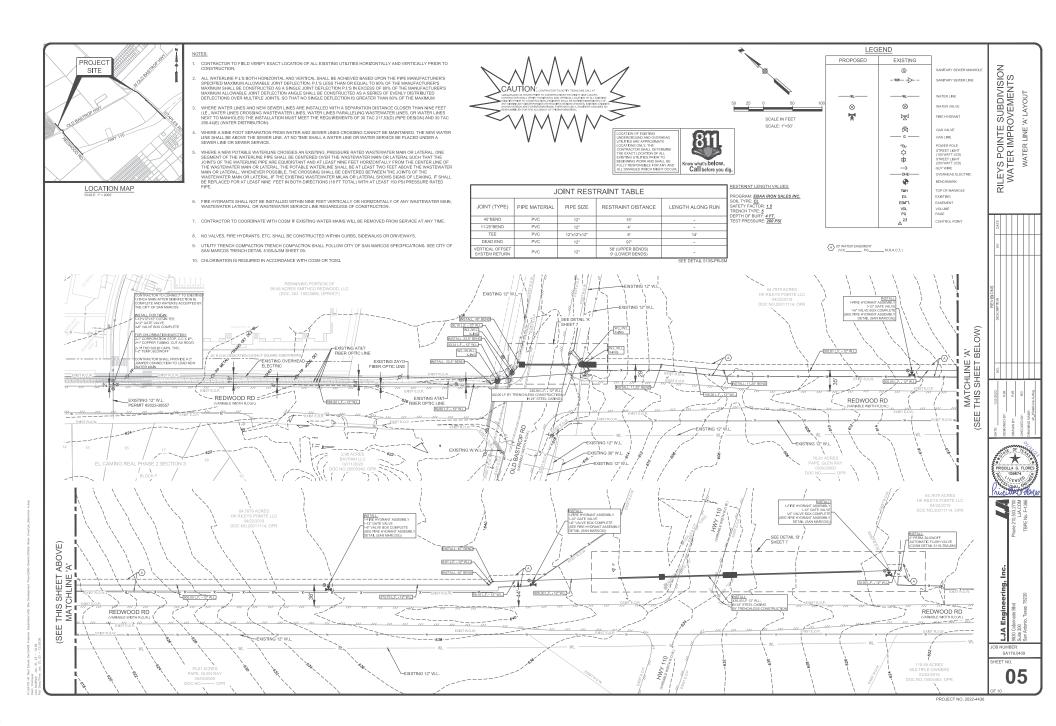
DWG 11 x 17

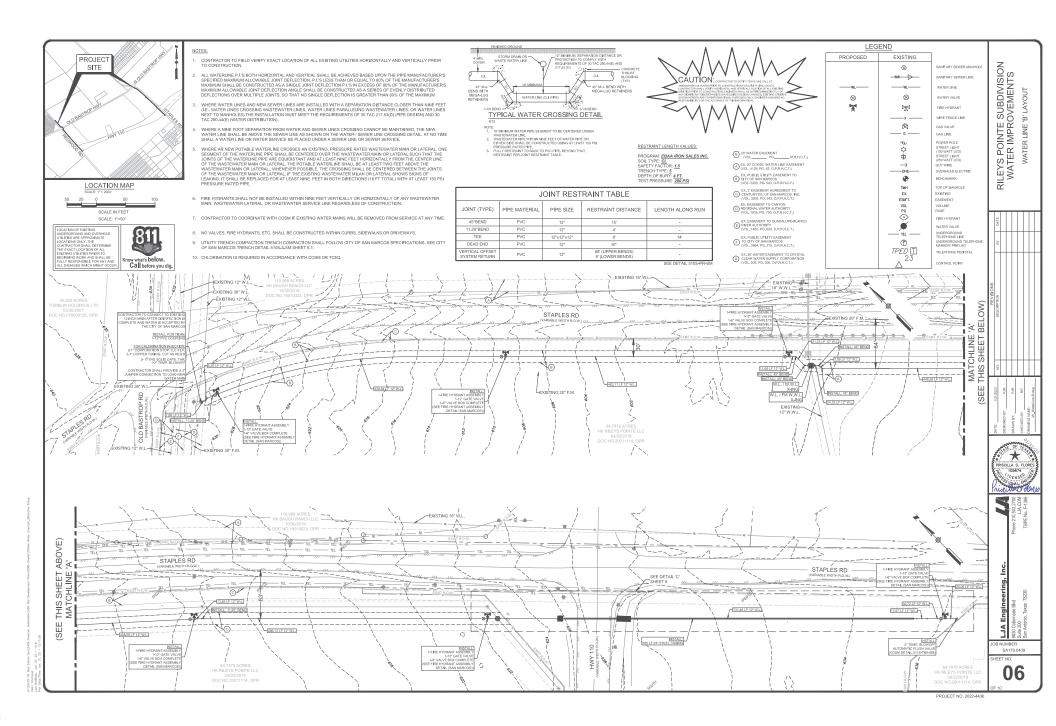


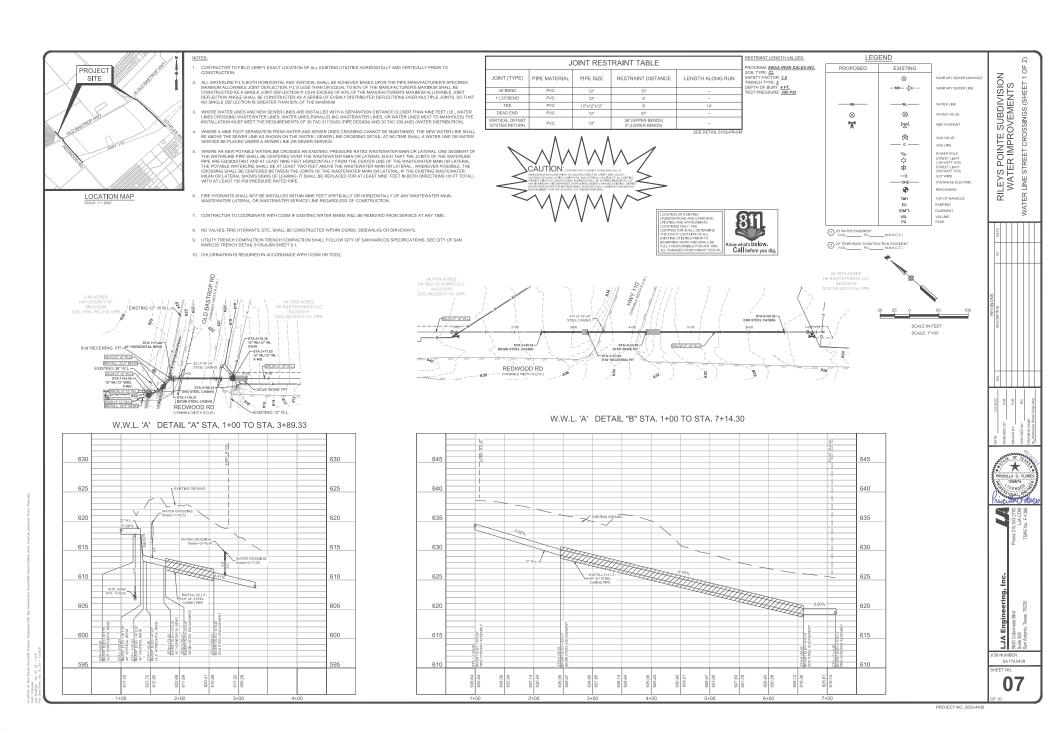
UTILITY PERMIT APPROVAL LETTER

** 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 ruse Best Management Practices to installation AND will insure that to Manual of Uniform Traffic Contro	to minimize ero raffic control m	sion and sedimenta easures complying	ation resulting from with applicable po	n the proposed rtions of the Texa
General Special Provisions: 1. Construction of this lin	ne will begin on	or after 6/15/2023 .		
Utility Company Information: Name: Blue Bonnet Elec. C Address: 155 Electric Ave E Phone: Contact Name:	•			
Engineer / Contractor Information Name: Ledcor Technical So Address: 1440 The Lake Bl Phone: 5615730942 Contact Name: Kristi Born	ervices lvd. #100 Bldg. (E Plugerville TX 786	60	
Hays County Information: Utility Permit Number: TR Type of Utility Service: Fib Project Description: Road Name(s): 214 S Old I Subdivision: Commissioner Precinct: 1	er Optic Cable			
What type of cut(s) will you be using?	Boring	☐ Trenching	Overhead	X N/A
Authoriza The above-mentioned	• •	ounty Transportation proved in Hays Cou	•	s Court on .
			06,	/15/2023
Signature		Title	Da	te





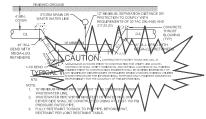




NOTES:

CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF ALL EXISTING UTILITIES HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION

- ALL WATERLINE PL'S BOTH HORIZONTAL AND VERTICAL SHALL BE ACHEVED BASED UPON THE PIPE MANUFACTURER'S
 SPECIFIED MAXIMUM ALLOWABLE. JOINT DEFLECTION. PL'S LESS THAN OR EQUIL. TO 80% OF THE MANUFACTURER'S
 MAXIMUM SHALL BE CONSTRUCTED AS A SINGLE, BOND DEFLECTION PL'S IN CICKES OF 80% OF THE MANUFACTURER'S
 MAXIMUM ALLOWABLE JOINT DEFLECTION ANGLE SHALL BE CONSTRUCTED AS A SERIES OF EVENLY DISTRIBUTED
 DEFLECTIONS OVER MALTIFIES JOINTS, SO THAT IN SWINGLE DEFLECTIONS (GREATER THAN 90% OF THE MAXIMUM
- WHERE WATER LINES AND NEW SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN INNE FEET (I.E., WATER LINES CONSIGN WASTERVATER LINES, WATER LINES APPAILLELING WASTERVATER LINES, OR WATER LINES (2004) ALE) (WATER DISTRIBUTION). WASTER LINES REQUIREDING TO S. IN 22 17-20, (I.P.) (I.P.) ELSHIN) AND 37 TAC 2004 ALE) (WATER DISTRIBUTION).
- WHERE A NINE FOOT SEPARATION FROM WATER AND SEWER LINES CROSSING CANNOT BE MAINTAINED, THE NEW WATER LINE SHALL BE ABOVE THE SEWER LINE AS SHOWN ON THE WATER / SEWER LINE CROSSING DETAIL. AT NO TIME SHALL A WATER LINE OF WATER SERVICE.
- WHERE A NEW POTABLE WATERLINE CROSSES AN EXISTING, PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE WHERE A NEW POTABLE WATERLINE CROSSES AN EXISTING, PRESSURE NATED WASTEWATER MAIN OR LATERAL. ONE SCILIENT OF THE WATERLINE PIPE SHALL BE CONTRICTED OWNTHE HE WASTEWATER MAIN OR LATERAL SHORT HAT THE SCILIENT SHALL BE CONTRICTED OF THE WASTEWATER MAIN OR LATERAL SHALL BE AT LEAST TWO FERT ABOVE THE WASTEWATER MAIN OR LATERAL. THE POTABLE WASTEWATER MAIN OR LATERAL. THE CASE HAVE AND WASTEWATER MAIN OR LATERAL FIRE EXISTING WASTEWATER MAIN OR LATERAL SHOWS SIGNS OF LEARING, IT SHALL BE REPLACED FOR AT LEAST THE PER LATERAL WASTEWATER MAIN OR LATERAL SHOWS SIGNS OF LEARING, IT SHALL BE REPLACED FOR AT LEAST THE PET IN BOTH DISECTIONS (SET PT TO ALL WASTEWATER MAIN OR LATERAL SHOWS SIGNS OF LEARING, IT SHALL BE REPLACED FOR AT LEAST THE PET IN BOTH DISECTIONS (SET PT TO ALL WITH AT LEAST THE SPERESURE RATE).
- FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION.
- 7. CONTRACTOR TO COORDINATE WITH COSM IF EXISTING WATER MAINS WILL BE REMOVED FROM SERVICE AT ANY TIME.
- 8. NO VALVES, FIRE HYDRANTS, ETC, SHALL BE CONSTRUCTED WITHIN CURBS, SIDEWALKS OR DRIVEWAYS,
- UTILITY TRENCH COMPACTION TRENCH COMPACTION SHALL FOLLOW CITY OF SAN MARCOS SPECIFICATIONS. SEE CITY OF SAN MARCOS TRENCH DETAIL 5103-5-SM SHEET 9.
- 10. CHLORINATION IS REQUIRED IN ACCORDANCE WITH COSM OR TCEQ.





JOINT RESTRAINT TABLE					
JOINT (TYPE)	PIPE MATERIAL	PIPE SIZE	RESTRAINT DISTANCE	LENGTH ALONG RUN	
45°BEND	PVC	12"	15'	-	
11,25°BEND	PVC	12"	4'	-	
TEE	PVC	12"x12"x12"	8'	14'	
DEAD END	PVC	12"	97'		
VERTICAL OFFSET SYSTEM RETURN	PVC	12"	58' (UPPER BENDS) 9' (LOWER BENDS)	-	

RESTRAINT LENGTH VALUES: PROGRAM: <u>EBAA IRON SALES INC.</u> SOIL TYPE: <u>GL</u> SAFETY FACTOR: <u>1.5</u> TRENCH TYPE: <u>5</u> DEPTH OF BURY: <u>4 FT.</u> TEST PRESSURE: <u>200 PSI</u>

WATER VALVE GASLINE POWER POLE STREET LIGHT (100 WATT LED) STREET LIGHT (250 WATT LED) GUY WIRE -OHE-OVERHEAD ELECTRI TOP OF MANHOLE EXISTING

© 20' WATER EASEMENT (VOL. PG.

(VOL.______ PG.______M.R.H.C.T.)

LEGEND

EXISTING

(3)

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TMH

PROPOSED

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7

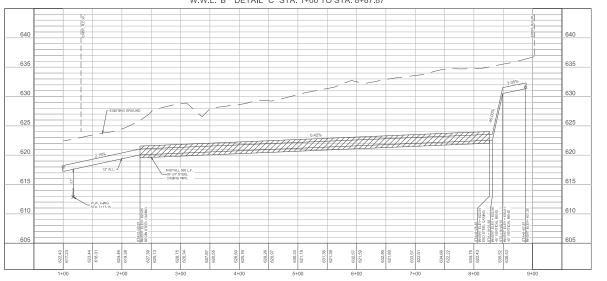
on.

車券

STAPLES RD EXISTING 8" W.W.L.~ 731.48 LF 12" W.L. НМУ 110



W.W.L. 'B' DETAIL "C" STA. 1+00 TO STA. 8+87.87



WATER LINE STREET CROSSINGS (SHEET 2 OF

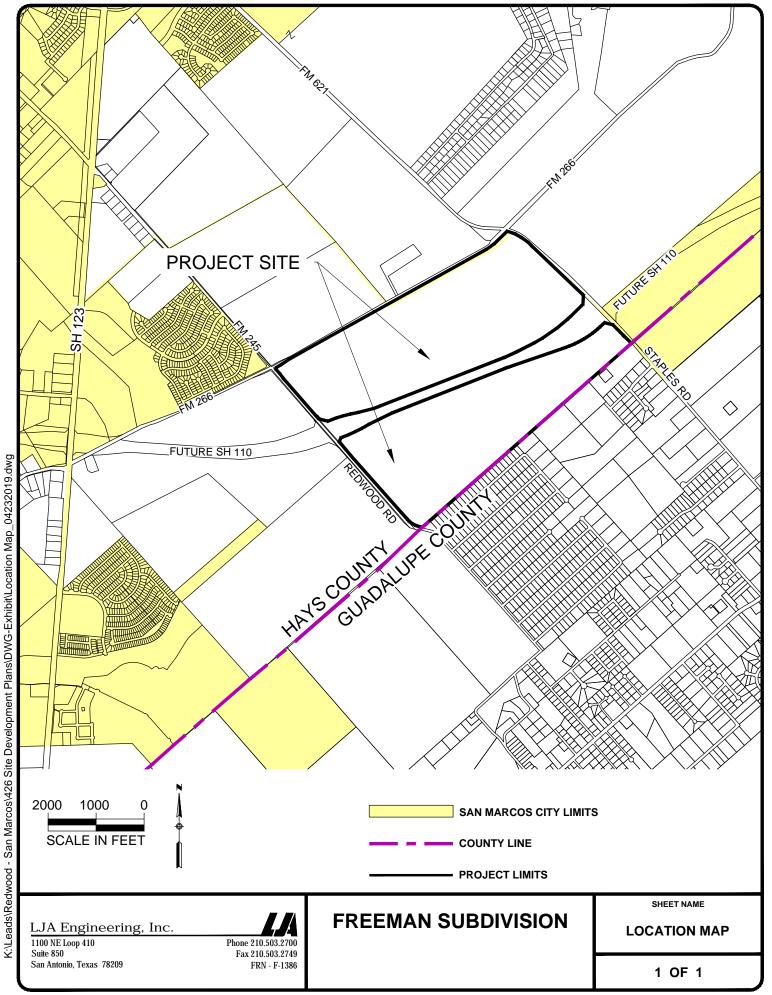
LEYS POINTE SUBDIVISION WATER IMPROVEMENTS

R

LJA Engineering, Inc.

OB NUMBER: SA179.0409

08



Date\Time: Tue, 23 Apr 2019 - 2:24pm



UTILITY PERMIT APPROVAL LETTER

** Notification must be given <u>IN \</u>			work begins and pr Ighout the work zo	•
The utility company or any of its ruse Best Management Practices to installation AND will insure that to Manual of Uniform Traffic Contro	o minimize ero raffic control m	sion and sedimenta easures complying	ation resulting from with applicable po	n the proposed rtions of the Texas
General Special Provisions:				
1. Construction of this lin	e will begin on	or after 8/1/2023 .		
Utility Company Information: Name: City of San Marcos Address: 630 E Hopkins St Phone: Contact Name:	. San Marcos T>	<		
Engineer / Contractor Information Name: Address: TX Phone: Contact Name:	า:			
Hays County Information: Utility Permit Number: TRI Type of Utility Service: Wa Project Description: Road Name(s): ,,,,,Old I Subdivision: Commissioner Precinct: 1	ter			
What type of cut(s) will you be using?	X Boring	X Trenching	Overhead	□ N/A
Authoriza The above-mentioned		ounty Transportation proved in Hays Cou		s Court on .
			06	/15/2023
Signature		Title	Da	te

TRAFFIC CONTROL DETAILS

COVER SHEET PLAN SHEET SUBMITTAL PREPARED BY:

COMMSC PE°

Spectrum

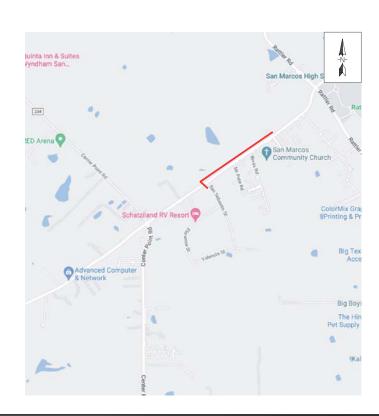
PERMIT: FR 266 OLD BASTROP HWY 3501 S OLD BASTROP HWY, SAN MARCOS, TX 78666

SPECTRUM PROPOSES TO ATTACH 2375 FT OF AERIAL CABLE ON NEWLY PLACED POLES AND INSTALL NEW PED.

PROJECT NUMBER: 2712115

NOTES

- 1. CONTRACTOR SHALL CALL TXDOT LOCATES AT 713-866-7104 AND TEXAS ONE CALL SYSTEM AT 811. A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL HINDERGROUND FACILITIES
- 3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT).
- 4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
- 5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE
- 6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- 7. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. PRECAUTIONS MUST BE TAKEN TO PRESENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT
- 8. CONDITION OF TXDOT ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
- 9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NESC) REQUIREMENTS, ONCOR, ENERGY ELECTRIC POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES. 18' MIN. VERTICAL CLEARANCE.
- 10. BORE SECTIONS WILL EXTEND MINIMUM 5 FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10 FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREFETS)
- 11. ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE HOLE AND CARRIER LINE (OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.



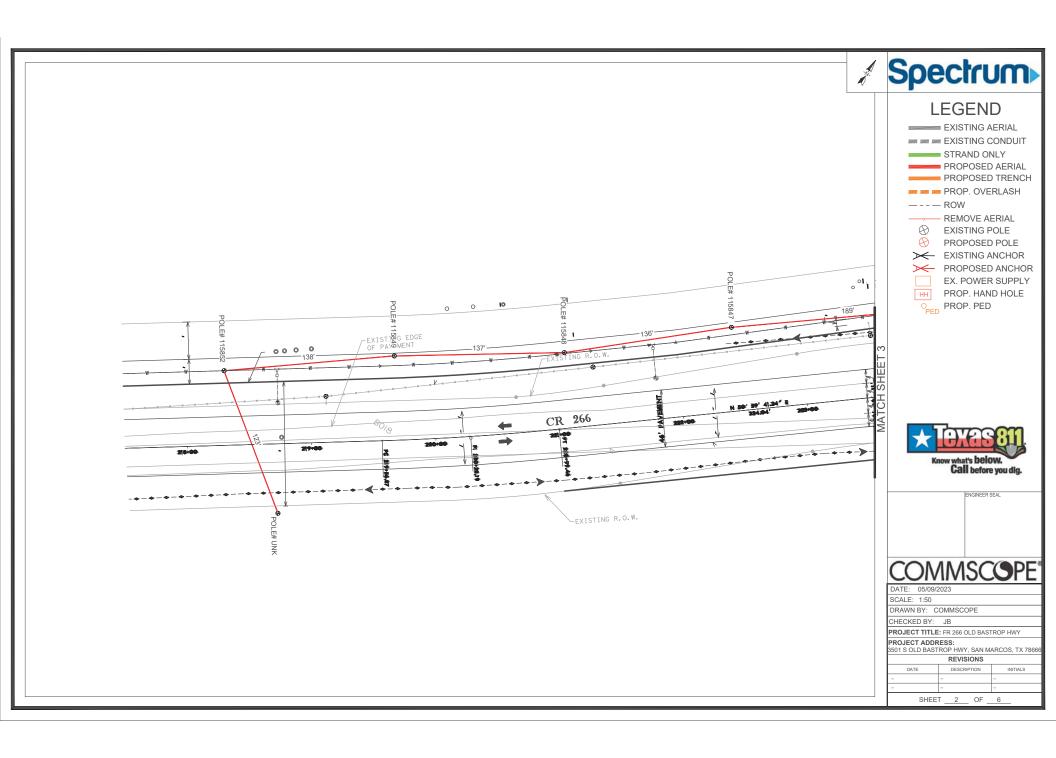
NO WATER, SANITARY SEWER OR STORM SEWER/DRAINAGE PROPOSED WORK IN THIS SET PLAN.

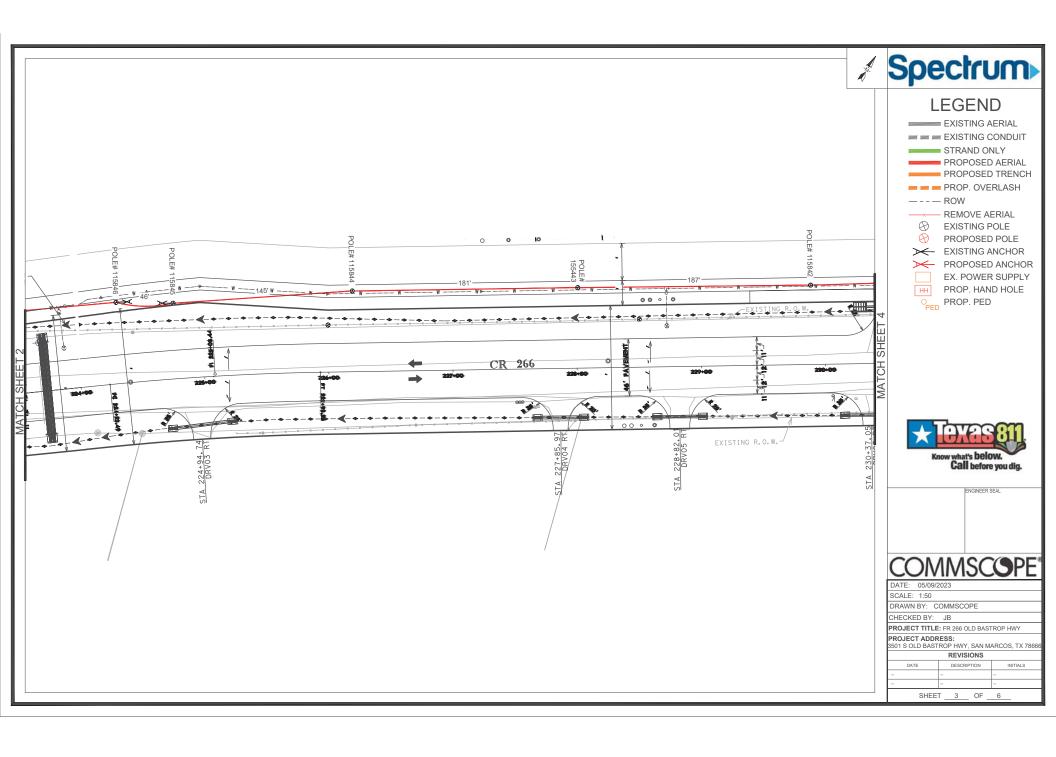
CAUTION!!!

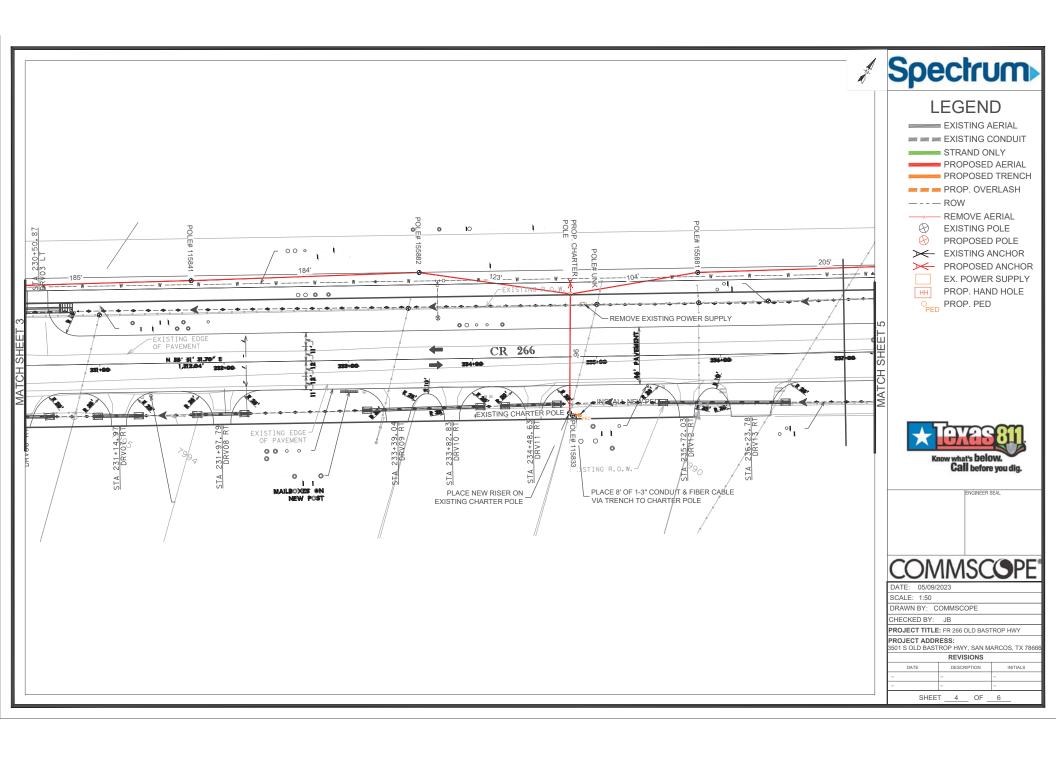
CONTRACTOR TO LOCATE AND VERIFY ALL
EXISTING UTILITIES PRIOR TO CONSTRUCTION

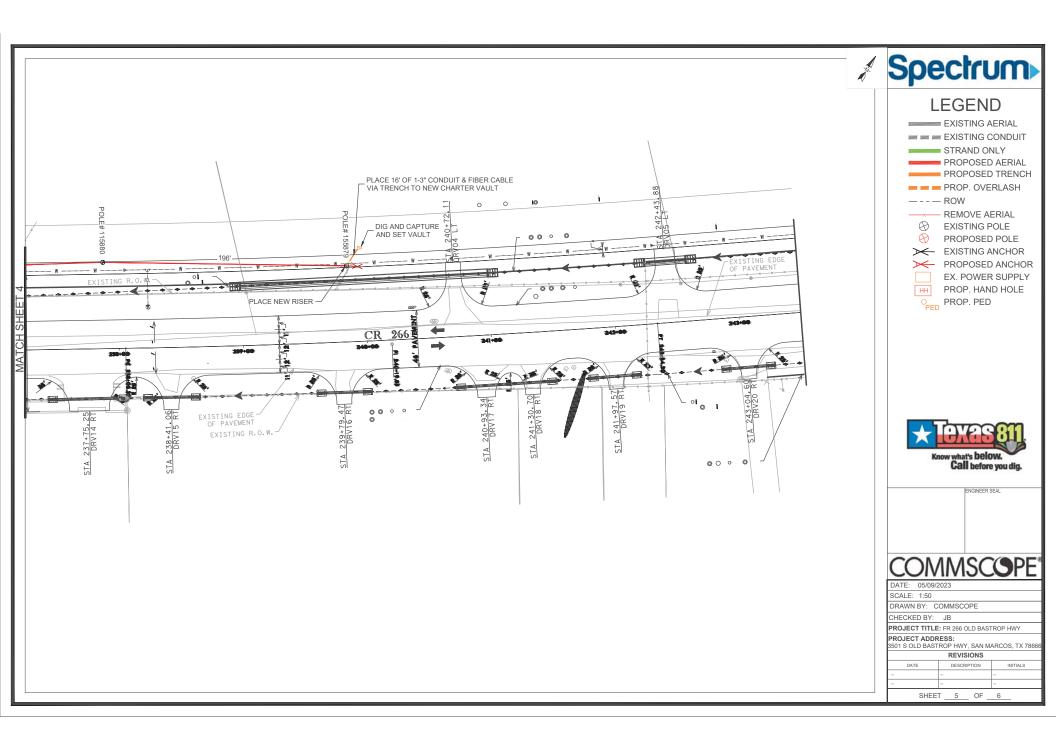


<u>BUILD</u>		
DESCRIPTION	QUANTITY	UNIT
DIRECTIONAL BORE	0	FT
TRENCH	24	FT
OVERPULL EXISTING CONDUIT	0	FT
BORE PITS	0	EA
NEW HAND HOLES	0	EA
EXISTING HAND HOLES	0	EA
NEW PEDESTALS	1	EA
EXISTING PEDESTALS	0	EA
AERIAL RISER	0	EA
AERIAL OVERLASH	0	FT
NEW STRAND	2375	FT
PROPOSED ANCHORS	1	EA
EXISTING ANCHORS	0	EA
NEW POLES	1	EA
EXISTING POLES	0	EA
EXISTING POLES (TCP)	0	EA
TOTAL PROJECT FOOTAGE	2399	FT



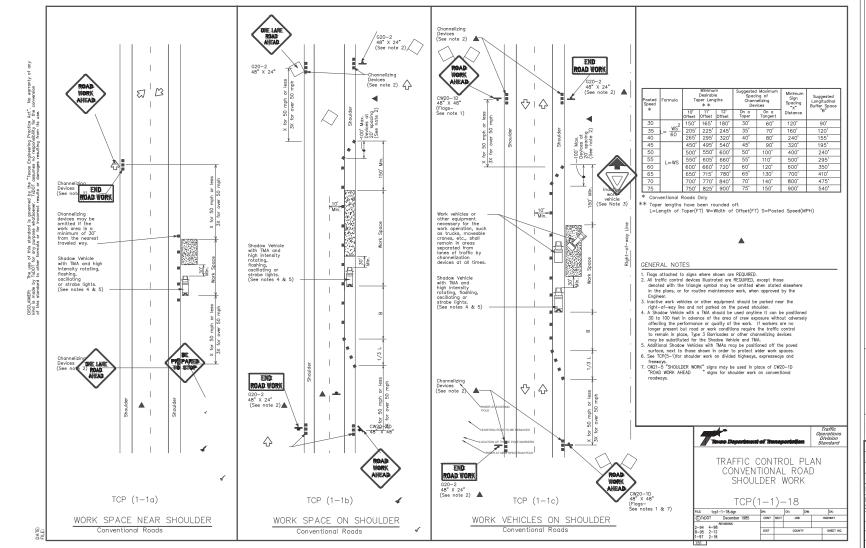






TRAFFIC CONTROL DETAILS







ENGINEER SEAL

COMMSCOPE

DATE: 05/09/2023

SCALE: 1:50

DRAWN BY: COMMSCOPE

CHECKED BY: JB

PROJECT TITLE: FR 266 OLD BASTROP HWY

PROJECT ADDRESS:

501 S OLD BASTROP HWY, SAN MARCOS, TX 7866

REVISIONS

DATE DESCRIPTION INITIALS
- - - - SHEET 6 OF 6



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. **

•••		8	
The utility company or any of its represengese Best Management Practices to minim installation AND will insure that traffic cortions Manual of Uniform Traffic Control Devices	ize erosion and sediment ntrol measures complying	ation resulting from the propertions of	oosed
General Special Provisions: 1. Construction of this line will be	gin on or after 6/5/2023 .		
Utility Company Information: Name: Charter/Time Warner Address: 810 W. Howard Ln Austin Phone: 8302630519 Contact Name: Jesus Gutierrez	TX		
Engineer / Contractor Information: Name: Address: TX Phone: Contact Name:			
Hays County Information: Utility Permit Number: TRN-2023-6 Type of Utility Service: Fiber Optic Project Description: Road Name(s): CR 266, San Sebas Subdivision: Commissioner Precinct:			
What type of cut(s) will Boyou be using?	oring X Trenching	X Overhead N/A	4
Authorization by The above-mentioned permit	Hays County Transportati was approved in Hays Co	•	n.
		06/13/2023	
Signature	Title	Date	

2 OVERVIEW AND CONTACTS 3-7 MAP AND LEGEND POLE COUNT: 15

UNIT

FT

FT

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EΑ

FT

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FT

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EΑ

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FT

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QTY

2645

8

2

3125

MATERIAL QUANTITIES

AERIAL FIBER W/6M STRAND

DIRECTIONAL BORE W/(1) 2" HDPE

OPEN TRENCH W/(1) 2" HDPE

30X60X30 CORE HANDHOLE

24X36X24 NED HANDHOLE

30X60X30 NED HANDHOLE

36X60X30 NED HANDHOLE 432CT FIBER NEW BUILD (W/ SLACK)

36X60X30 HUBBELL HANDHOLE

432CT FIBER OVERLASH (W/SLACK)

AERIAL FIBER OVERLASH

ANCHOR/DOWN GUY

ADDITIONAL 2" HDPE

SNOW SHOE

MICRODUCT

FIBER SPLICES



TRANSPORTATION FIBER MCI METRO

CROSS STREETS: NUTTY BROWN RD & FM 1850

PEDERNALES ELECTRIC COOPERATIVE SUBMITTAL NAME: AUS_1710AHWZ_57_PEC_2

ADDRESS OF WORK: 14440 NUTTY BROWN RD, AUSTIN, TX, 78737

SITE NAME: AUS 1710AHWZ 57

NFID: LOTUS_STX

EWO: 2210ASVS

SCOPE: NED

FQNID: FIB:AER::500850683

PROJECT DESCRIPTION:

PERMIT APPLICATION
2645' OF (PROPOSED AERIAL) CABLE INSTALLATION
AND 80' OF (PROPOSED RISER, 40' PER RISER) CABLE INSTALLATION

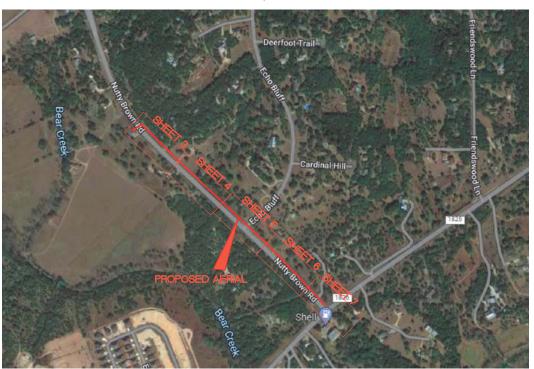
MCImetro



MCI PERMIT ID: AUS_1710AHWZ_57_PEC_2

NOVEMBER 11, 2022

AUS_1710AHWZ_57_PEC_2 14440 NUTTY BROWN RD, AUSTIN, TX 78737





ENGINEERING AND PERMITTING: CONTACT: ANTHONY MARTELLO PHONE: 512-831-8571 EMAIL : ANTHONY MARTELLO@SAN

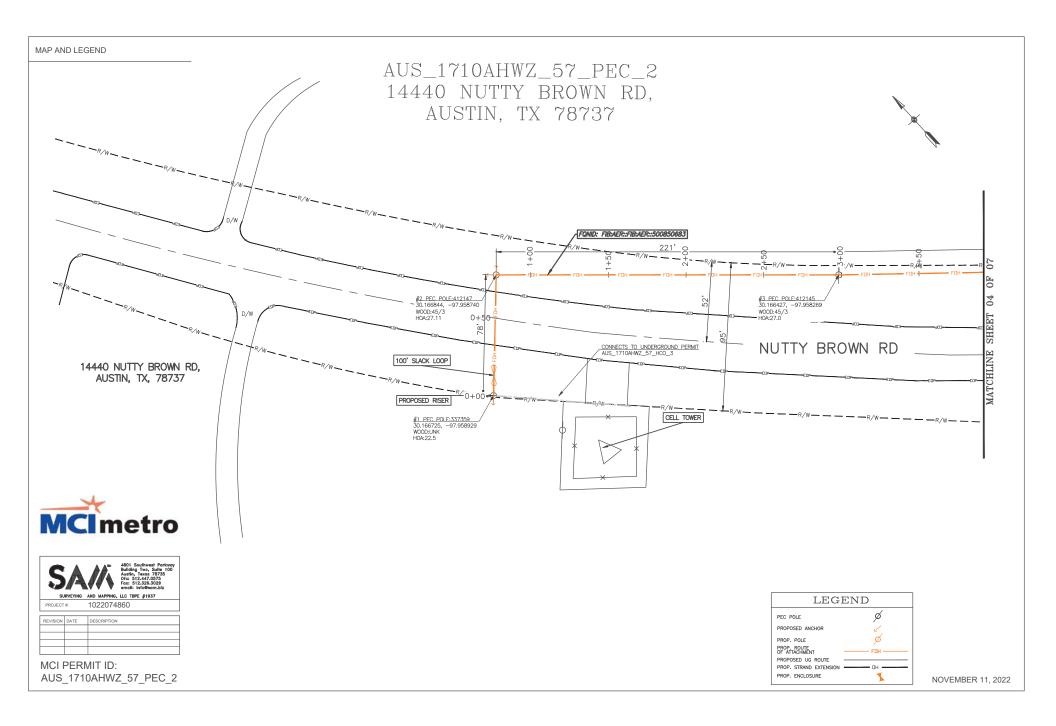
EMAIL: ANTHONY.MARTELLO@SAM.BIZ
ADDRESS: 4801 SOUTHWEST PARKWAY
BUILDING TWO, SUITE 100
AUSTIN, TEXAS 78735

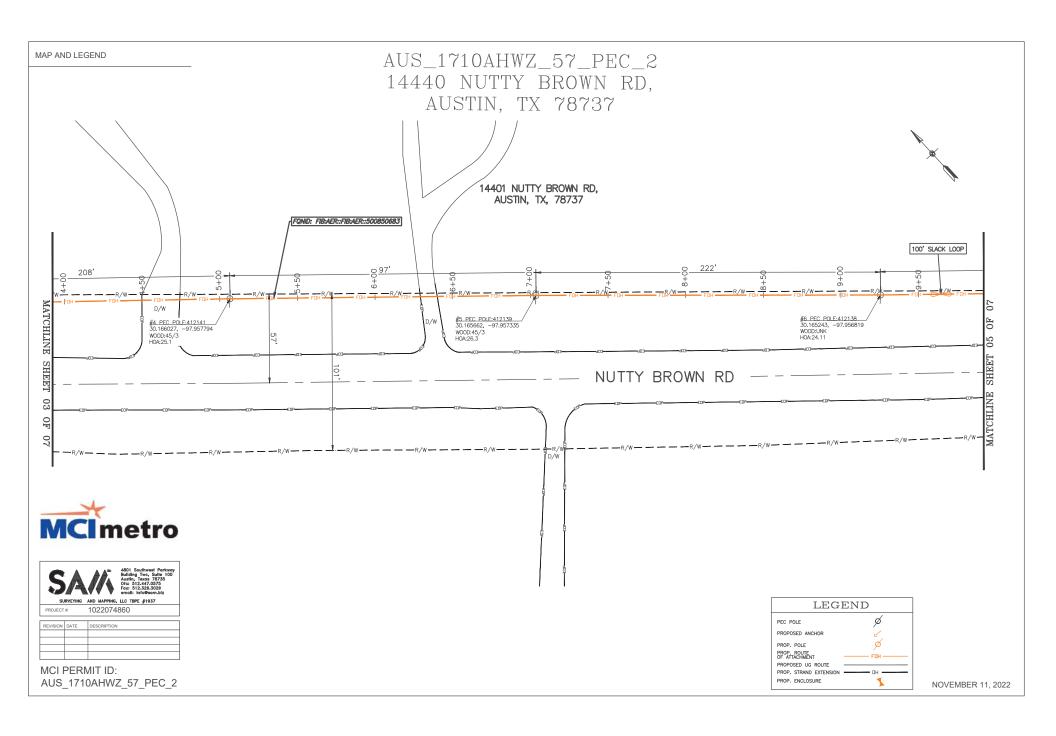
CLIENT_NAME: PROJECT MANAGER FOR BH, 4G, POR, IBRD DAVID NORRIS PHONE: (213) 300-7569

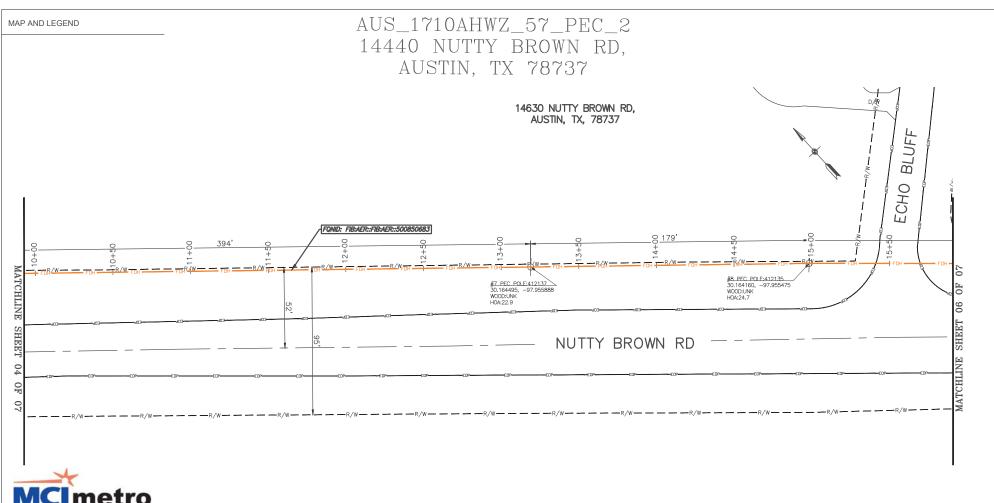
EMAIL: DAVID.NORRIS@VERIZON.COM

PEC:

CONTACT: SHANNON WALKER PHONE (512)778-5470 EMAIL: SHANNON.WALKER@PECI.COM







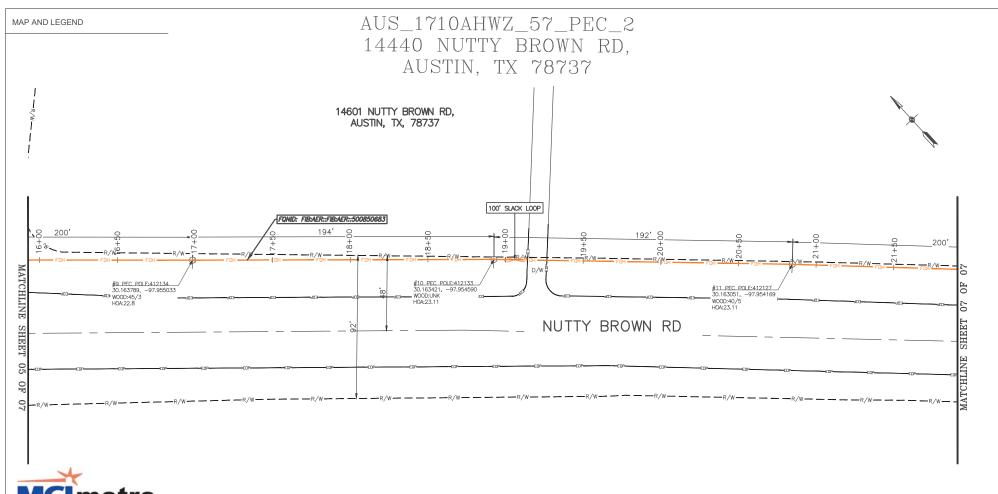


1022074860 REVISION DATE DESCRIPTION

MCI PERMIT ID: AUS 1710AHWZ 57 PEC 2

LEGEND							
PEC POLE	ø						
PROPOSED ANCHOR	4						
PROP. POLE PROP. ROUTE	ø						
OF ATTACHMENT	FOH						
PROPOSED UG ROUTE PROP. STRAND EXTENSION							
PROP. ENCLOSURE	1						

NOVEMBER 11, 2022





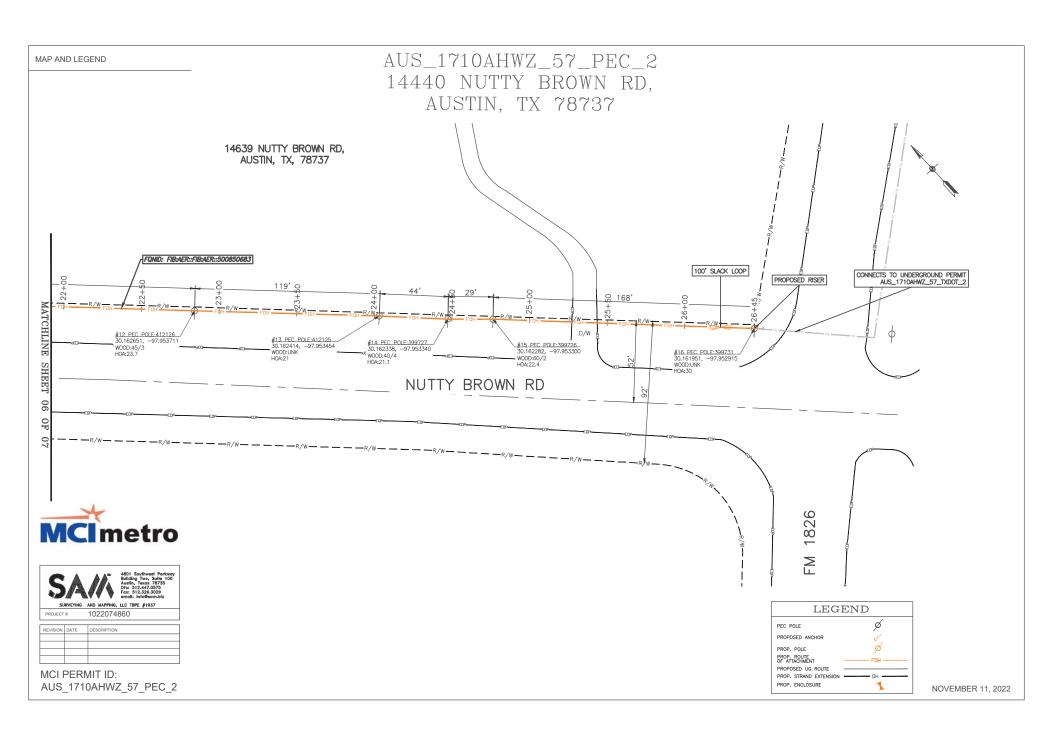


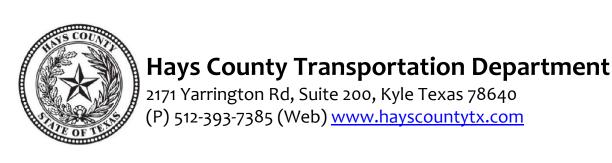
REVISION	DATE	DESCRIPTION
	REVISION	REVISION DATE

MCI PERMIT ID: AUS 1710AHWZ 57 PEC 2

LEGEND							
PEC POLE	ø						
PROPOSED ANCHOR	6						
PROP. POLE PROP. ROUTE OF ATTACHMENT	—— FOH ———						
PROPOSED UG ROUTE PROP. STRAND EXTENSION PROP. ENCLOSURE							

NOVEMBER 11, 2022





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 2/20/2023. **Utility Company Information:** Name: Address: TX Phone: Contact Name: Engineer / Contractor Information: Name: Address: TX Phone: Contact Name: Hays County Information: Utility Permit Number: TRN-2023-6290-UTL Type of Utility Service: **Project Description:** Road Name(s): ,,,,,, Subdivision: **Commissioner Precinct:** What type of cut(s) will Boring ☐ Trenching X Overhead □ N/A you be using? Authorization by Hays County Transportation Department The above-mentioned permit was approved in Hays County Commissioners Court on. 06/15/2023

Title

Date

Signature



Hays County Commissioners Court

Date: 06/20/2023

Requested By: Constable Ron Hood Sponsor: Commissioner Smith

Agenda Item:

Authorize the County Judge to execute a proposal with Axon Enterprise Inc. related to the Law Enforcement body worn camera and taser program for Constable Pct. 4 and amend the budget accordingly. **SMITH/HOOD**

Summary:

Constable Pct. 4 office is requesting execution of Axon proposal Q-471315-45092.876BJ for one body camera and taser with officer safety plan for the new Deputy Constable approved in fiscal year 2023 budget.

Fiscal Impact:

Amount Requested: \$1,206.66 (FY23)

\$8,446.58 (total contract amount) Line Item Number: 001-638-00.5429/.5717 400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds for body worn camera need to be moved to the proper g/l account for classification.

\$749 - Increase Misc. Law Enforcement Eqpt 001-638-00.5717_400 (\$749) - Decrease Software Maint & Licensing 001-638-00.5429

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract 648-21

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Axon Quote



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-471315-45093.642BJ

Issued: 06/16/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 467633 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-195 Roger Hanks Pkwy	Hays County Constable Pct. 4	Brandon Jones	Ron Hood
195 Roger Hanks Pkwy Dripping Springs, TX 78620-5339 USA	712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666 USA	Phone: (480) 569-7841	Phone: (512) 858-7605
	Email:	Email: brjones@axon.com Fax:	Email: ron.hood@co.hays.tx.us Fax:

Quote Summary

Program Length	28 Months
TOTAL COST	\$8,446.58
ESTIMATED TOTAL W/ TAX	\$8,446.58

Discount Summary

Average Savings Per Year	\$1,742.57
TOTAL SAVINGS	\$4,066.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$1,206.66	\$0.00	\$1,206.66
Oct 2023	\$3,619.96	\$0.00	\$3,619.96
Oct 2024	\$3,619.96	\$0.00	\$3,619.96
Total	\$8,446.58	\$0.00	\$8,446.58

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Quote Unbundled Price: \$12,512.58
Quote List Price: \$9,115.34
Quote Subtotal: \$8,446.58

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
20416	2020 - UNLIMITED 7 + TRUE-UP 1	1	2		\$18.75	\$18.75	\$37.50	\$0.00	\$37.50
20245	TASER 7 CERTIFICATION PLAN TRUE UP	1	28		\$51.00	\$58.29	\$1,632.00	\$0.00	\$1,632.00
OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	1	28	\$359.61	\$238.28	\$207.11	\$5,799.08	\$0.00	\$5,799.08
A la Carte Hardw	are								
AB3C	AB3 Camera Bundle	1			\$749.00	\$749.00	\$749.00	\$0.00	\$749.00
AB31BD	AB3 1-Bay Dock Bundle	1			\$229.00	\$229.00	\$229.00	\$0.00	\$229.00
Total							\$8,446.58	\$0.00	\$8,446.58

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	1	06/01/2023
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	1	06/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	06/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER BATTERY PACK, TACTICAL	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	06/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	06/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	06/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	06/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	06/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	1	10/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	1	10/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	1	07/01/2023	10/31/2025

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	10	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	07/01/2023	10/31/2025

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	1	07/01/2023	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	06/01/2024	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	1	06/01/2024	10/31/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	1	06/01/2024	10/31/2025

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Payment Details

Total

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-term	20245	TASER 7 CERTIFICATION PLAN TRUE UP	1	\$233.12	\$0.00	\$233.12
Co-term	20416	2020 - UNLIMITED 7 + TRUE-UP 1	1	\$5.36	\$0.00	\$5.36
Co-term	AB31BD	AB3 1-Bay Dock Bundle	1	\$32.71	\$0.00	\$32.71
Co-term	AB3C	AB3 Camera Bundle	1	\$107.00	\$0.00	\$107.00
Co-term	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	1	\$828.47	\$0.00	\$828.47
Total				\$1,206.66	\$0.00	\$1,206.66
Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00
Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20245	TASER 7 CERTIFICATION PLAN TRUE UP	1	\$699.39	\$0.00	\$699.39
Year 4	20416	2020 - UNLIMITED 7 + TRUE-UP 1	1	\$16.07	\$0.00	\$16.07
Year 4	AB31BD	AB3 1-Bay Dock Bundle	1	\$98.14	\$0.00	\$98.14
Year 4	AB3C	AB3 Camera Bundle	1	\$321.00	\$0.00	\$321.00
Year 4	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	1	\$2,485.36	\$0.00	\$2,485.36
Total				\$3,619.96	\$0.00	\$3,619.96
Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20245	TASER 7 CERTIFICATION PLAN TRUE UP	1	\$699.39	\$0.00	\$699.39
Year 5	20416	2020 - UNLIMITED 7 + TRUE-UP 1	1	\$16.07	\$0.00	\$16.07
Year 5	AB31BD	AB3 1-Bay Dock Bundle	1	\$98.14	\$0.00	\$98.14
Year 5	AB3C	AB3 Camera Bundle	1	\$321.00	\$0.00	\$321.00
Year 5	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	1	\$2,485.36	\$0.00	\$2,485.36

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\$3,619.96

\$0.00

\$3,619.96

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature	Date Signed

6/16/2023



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Hays County Commissioners Court

Date: 06/20/2023

Requested By: Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Investment Report for October 2022 and November 2022. VILLARREAL-ALONZO

Summary

On May 30, 2023, the Hays County Commissioners Court authorized the Auditor's Office to prepare the October 2022 and November 2022 Investment Reports, both reports are attached.

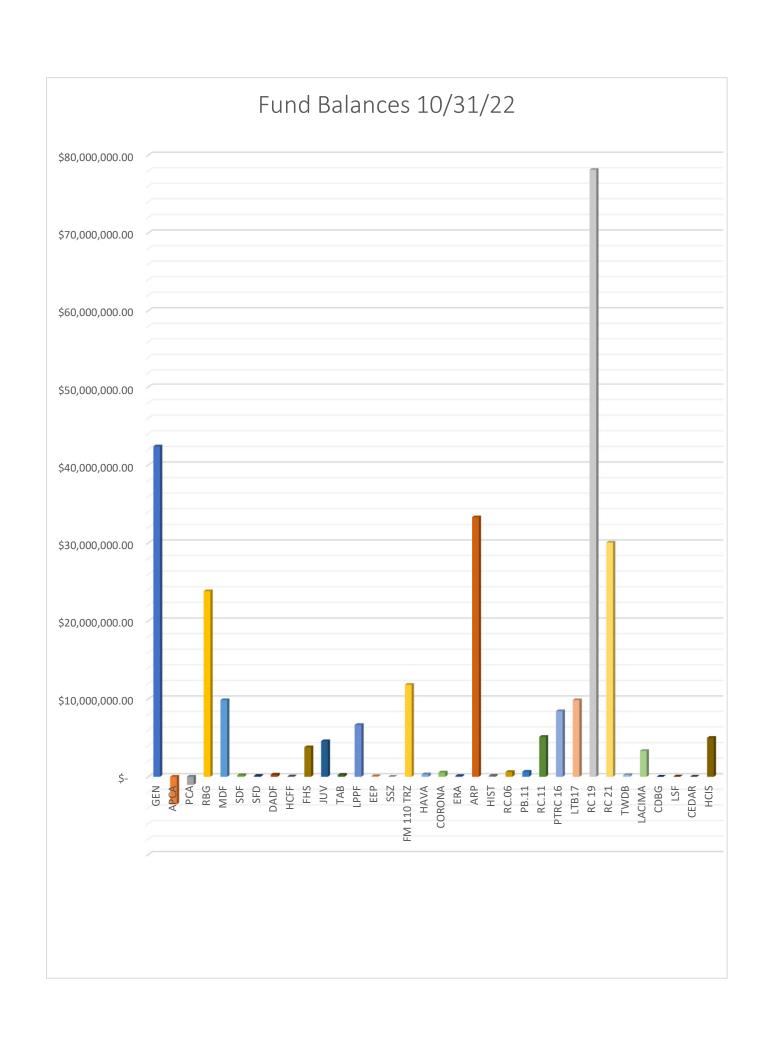
Attachments

Oct 2022 and Nov 2022 Investment Reports

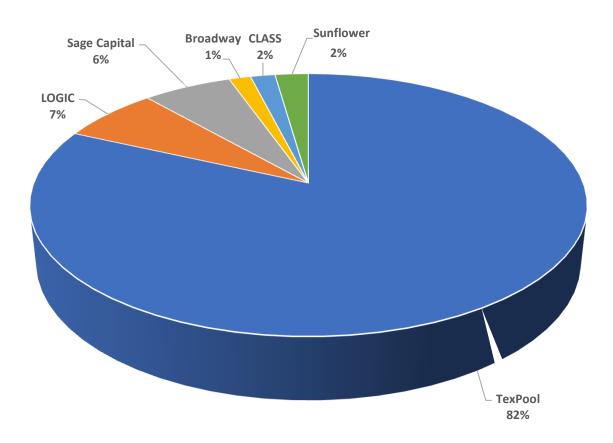
						HAY	'S	COUNT	Y	INVEST	ΛIF	ENT REPO	Эŀ	₹1				
								FOR THE M	10	NTH OF OCT	OE	BER 2022						
								CHECKING										
OPERATING FUNDS:		BEGINNING		Interest		Revenues	,	Deposits	_	Disbursements	D	eposit in Transit		ENDING		Total		TOTAL
<u> </u>		BALANCE		interest		nevenues	Fro	m Investments		Dispursements		rom Investments		BALANCE		Investments		FUND
General	\$	4,909,353.01	\$	-	\$	7,381,340.08	\$	-	\$	10,588,164.26	\$	-	\$	1,702,528.83	\$	40,682,560.47	\$	42,385,089.30
AP Clearing	\$	(1,531,477.70)	\$	-	\$ 1	10,048,525.78	\$	-	\$	12,440,970.41	\$	-	\$	(3,923,922.33)	\$	366,111.11	\$	(3,557,811.22)
Payroll Clearing	\$	(1,186,996.18)	\$	-	\$ 1	10,534,296.97	\$	-	\$	10,397,742.81	\$	-	\$	(1,050,442.02)	\$	9,802.31	\$	(1,040,639.71)
Credit Card Clearing	\$	1,221,942.96	\$	-	\$	464,263.27	\$	-	\$	-	\$	-	\$	1,686,206.23	\$	-	\$	1,686,206.23
Road and Bridge General	\$	661,961.72	\$	-	\$	219,503.69	\$	-	\$	707,552.38	\$	-	\$	173,913.03	\$	23,638,114.11	\$	23,812,027.14
Medical and Dental Fund	\$	12,934.35	\$	-	\$	511,086.30	\$	-	\$	430,038.57	\$	-	\$	93,982.08	\$	9,753,418.64	\$	9,847,400.72
Sheriff's Drug Forfeiture	\$	42,411.03	\$	-	\$	1,805.00	\$	-	\$	-	\$	-	\$	44,216.03	\$	151,126.81	\$	195,342.84
Sheriff's Federal Discretionary	\$	121,928.32	\$	-	\$	2,664.75	\$	-	\$	-	\$	-	\$	124,593.07	\$	-	\$	124,593.07
District Attorney Drug Forfeiture	\$	194,365.29	\$	-	\$	20,712.15	\$	-	\$	14.99	\$	-	\$	215,062.45	\$	67,058.53	\$	282,120.98
Hot Check Fee Fund	\$	46,715.41	\$	-	\$	1,644.47	\$	-	\$	=	\$	-	\$	48,359.88	\$	-	\$	48,359.88
Family Health Services	\$		\$	-	\$	103,676.82	\$	-	\$	206,709.78	\$	-	\$	·	\$	3,038,433.10	\$	3,790,861.09
Juvenile Detention Center	\$	111,772.55	\$	-	\$	191,318.10	\$	-	\$	210,566.22	\$	-	\$	92,524.43	\$	4,480,214.86	\$	4,572,739.29
Tobacco Settlement Fund	\$	77,866.31	\$	-	\$	_	\$	-	\$	_	\$	_	\$	77,866.31	\$	176,581.98	\$	254,448.29
HCL Provider Participation Fund	\$	165,792.25	\$	-	\$	6,489,961.79	\$	-	\$	-	\$	_	\$	6,655,754.04	\$	1,475.37	\$	6,657,229.41
Energy Efficiency Project	\$	1.00	\$	-	\$	_	\$	-	\$	-	\$	_	\$	1.00	\$	72,767.26	\$	72,768.26
School Safety Zone	\$	2,364.25	\$	-	\$	-	\$	-	\$	-	\$	_	\$	2,364.25	\$	-	\$	2,364.25
Help America Vote	\$	308,808.33	\$	-	\$	_	\$	-	\$	-	\$	_	\$	308,808.33	\$	-	\$	308,808.33
Corona Virus Relief Fund	\$	9,916.58	\$	-	\$	-	\$	-	\$	-	\$	_	\$	9,916.58	\$	535,729.55	\$	545,646.13
Emergency Rental Assistance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_	\$	-	\$	103,559.82	\$	103,559.82
American Recovery Plan	\$	6,481.14	\$	-	\$	6,000,000.00	\$	-	\$	6,000,000.00	\$	_	\$	6,481.14	\$	33,291,439.65	\$	33,297,920.79
Historical Commission Trust Fund	\$	992.57	\$	-	\$	-	\$	-	\$	-	\$	-	\$	992.57	\$		\$	135,094.55
CONSTRUCTION FUNDS:																,		·
Road Construction Bond 2006	\$	1.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1.00	\$	615,370.62	\$	615,371.62
Parks Bond 2011	\$	36,150.86	\$	-	\$	-	\$	-	\$	-	\$	-	\$	36,150.86	\$	616,339.63	\$	652,490.49
Priority Road Bond Series 2011	\$	1.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1.00	\$	5,119,188.36	\$	5,119,189.36
Pass Thru Road Bond Series 2016	\$	8,085.44	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8,085.44	\$	8,416,043.39	\$	8,424,128.83
Limited Tax Bond Series 2017	\$	7,189.82	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,189.82	\$		\$	9,845,186.27
Road Contruction Bond 2019	\$	2,490,612.83	\$	-	\$	77.62	\$	-	\$	-	\$	-	\$	2,490,690.45	\$	75,629,160.89	\$	78,119,851.34
Parks Bond 2021	\$		\$	-	\$	30.00	\$	3,100,000.00	\$	2,617,376.68	\$	-	\$	669,169.31	\$		\$	30,048,015.31
Texas Water Development Board	\$	215,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	215,000.00	\$	-	\$	215,000.00
La Cima	\$	3,470,031.72	\$	-	\$	-	\$	-	\$	145,796.00	\$	-	\$	3,324,235.72	\$	-	\$	3,324,235.72
FM 110 TIRZ	\$	1,373,878.00	\$		\$	-	\$	-	\$	-	\$	-	\$	1,373,878.00	\$	10,449,567.72	\$	11,823,445.72
CDBG Disaster Recovery Program	\$	21.36	\$	-	\$	-	\$	-	\$	-	\$	-	\$	21.36	\$	-	\$	21.36
LCRA Service Fee Fund	\$	27,238.07	\$		\$	-	\$	-	\$	_	\$	-	\$	27,238.07	\$	1,258.48	\$	28,496.55
Cedar Oaks Mesa	\$	24,350.00	\$		\$	-	\$	-	\$	_	\$	-	\$	24,350.00	\$	-	\$	24,350.00
INTEREST AND SINKING FUNDS:		*																
Hays County I & S	\$	1,616,257.57	\$	-	\$	-	\$	-	\$	3,500.00	\$	-	\$	1,612,757.57	\$	3,384,251.42	\$	4,997,008.99
GRAND TOTALS:	\$	15,487,927.80	\$			41,970,906.79	\$	3,100,000.00	\$	43,748,432.10	\$, ,		259,950,518.51		
OTALO.	Ψ	10,401,921.00	Ψ	-	Ψ -	- 1,51 0,300.13	پ	3, 100,000.00	Ψ	70,170,402.10	۳	-	Ψ	. 5,0 10,402.43	Ψ	200,000,010.01	Ψ 4	0,100,321.00
* Account is a clearing bank account wl	here t	ransfers into the	acc	ount depend	d on	notification fro	m th	ne County deposit	ory	for daily balance	requ	irements, resulting	in	a negative book	bala	ance.		

			Hays Co	unty Investmen	t Report		
				FOR OCTOBER 202	2		
SAGE CAPITAL BANK CHECK	ING						
						10/31/2022	
<u>Description</u>	09/	30/2022 Balance	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>Balance</u>	
All Funds (see Page 1)		15,487,927.80	-	45,070,906.79	43,748,432.10	16,810,402.49	
TEXPOOL	Aver	age Monthly Yield		Net Asset Value			
		2.9336%		\$ 0.99936			
						10/31/2022	
<u>Description</u>		30/2022 Balance	Interest	<u>Deposits</u>	<u>Debits</u>	Balance	
General	\$	29,405,358.49	72,580.04	378,323.14	3,000,000.00	26,856,261.67	
AP Clearing	\$	3,248,295.91	4,662.00	113,153.20	3,000,000.00	366,111.11	
Payroll Clearing	\$	9,778.00	24.31	-	-	9,802.31	
Road and Bridge General	\$	23,031,440.70	57,414.56	35,626.23	-	23,124,481.49	
Medical and Dental Fund	\$	5,285,479.54	12,922.63	-	113,001.67	5,185,400.50	
Sheriff's Drug Forfeiture	\$	150,751.18	375.63	-	-	151,126.81	
D.A. Drug Forfeiture	\$	66,827.00	166.52	-	-	66,993.52	
Health Services Grants	\$	3,030,385.91	7,550.32	-	-	3,037,936.23	
Juvenile Center	\$	4,469,080.06	11,134.80	-	-	4,480,214.86	
Tobacco Settlement Fund	\$	176,143.13	438.85	-	-	176,581.98	
HCL Provider Participation Fund	\$	1,471.68	3.69	-	-	1,475.37	
Energy Efficiency Project	\$	72,586.44	180.82	-	-	72,767.26	
FM 110 TRZ No 1	\$	10,423,597.06	25,970.66	-	-	10,449,567.72	
Coronavirus Relief	\$	534,398.07	1,331.48	-	-	535,729.55	
Emergency Rental Assistance	\$	103,453.96	257.39	-	151.53	103,559.82	
American Recovery Plan	\$	16,874,834.63	60,653.52	22,355,951.50	6,000,000.00	33,291,439.65	
Historical Commission Trust	\$	133,759.89	333.23	-	-	134,093.12	
Road Construction 2006	\$	613,841.21	1,529.41	-	-	615,370.62	
Parks Bond 2011	\$	614,799.36	1,531.77	-	-	616,331.13	
Priority Road Bond Series 2011	\$	483,841.98	1,205.54	-	-	485,047.52	
Pass Thru Road Bond Series 2016	\$	146,692.69	365.50	-	-	147,058.19	
Limited Tax Bonds Series 2017	\$	9,813,545.74	24,450.71	-	-	9,837,996.45	
Road Construction Bond 2019	\$	75,441,197.35	187,963.54	-	-	75,629,160.89	
Parks Bond 2021	\$	32,399,827.39	79,018.61	-	3,100,000.00	29,378,846.00	
LCRA Service Fee Fund	\$	1,255.38	3.10	-	-	1,258.48	
Hays County I & S	\$	1,404,375.52	3,646.13	174,877.40	-	1,582,899.05	
			, -	, -		, ,	
All Funds		217,937,018.27	555,714.76	23,057,931.47	15,213,153.20	226,337,511.30	
			, -		· · · · ·		

				Hays Co	unty Investmen	t Report					
				<u> </u>	FOR OCTOBER 202						
CLASS - MBIA		Aver	age Monthly Yield		Net Asset Value						
			3.2287%		\$ 0.99918						
							10/31/2022				
<u>Description</u>		09/3	30/2022 Balance	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>Balance</u>				
Parks Bond 2011		\$	8.50				8.50				
Road Construction Bond 20)11	\$	4,621,451.59	12,689.25	-	-	4,634,140.84				
All Funds		\$	4,621,460.09	12,689.25	-	-	4,634,149.34				
LOGIC		Aver	age Monthly Yield		Net Asset Value						
			3.1167%		\$ 0.99957						
							10/31/2022				
<u>Description</u>		09/	30/2022 Balance	Interest	<u>Deposits</u>	<u>Debits</u>	<u>Balance</u>				
General		\$	11,670,538.32	30,889.10	-	-	11,701,427.42				
Road and Bridge General		\$	512,276.71	1,355.91	-	-	513,632.62				
Medical and Dental Fund		\$	4,555,959.59	12,058.55	-	-	4,568,018.14				
D.A. Drug Forfeiture		\$	64.76	0.25	-	-	65.01				
Health Services Grants		\$	37.92	0.05	-	-	37.97				
Family Health Services		\$	457.68	1.22	-	-	458.90				
Historical Commission Trus	t	\$	8.86	-	-	-	8.86				
Certificates of Obligation '0	9	\$	-	-	-	-	-				
Hays County I & S		\$	1,796,597.22	4,755.15		-	1,801,352.37				
All Funds		\$	18,535,941.06	49,060.23	-	-	18,585,001.29				
CERTIFICATES OF D	EPOSITS										
				lances 09/30/202	I		Transac		alances 10/31/2022		
<u>Description</u>	<u>Fund</u>	_	eild/ Maturity	Par Value	Book Value	Market Value	<u>Purchases</u>	<u>Maturities</u>	Par Value	Book Value	Market Value
Broadway Bank	PTRC		% 4/1/2023	4,105,381.56	4,105,381.56	4,105,381.56	-	1,029.19	4,106,410.75	4,106,410.75	4,106,410.75
Sunflower Bank	General		8 % 12/18/2022	2,124,871.38	2,124,871.38	2,124,871.38	-	-	2,124,871.38	2,124,871.38	2,124,871.38
Sunflower Bank	PTRC	0.15	0 02/12/2023	4,162,574.45	4,162,574.45	4,162,574.45	-	-	4,162,574.45	4,162,574.45	4,162,574.45
TOTAL				10,392,827.39	10,392,827.39	10,392,827.39	-	1,029.19	10,393,856.58	10,393,856.58	10,393,856.58
		09/3	30/2022 Balance				10/31/2022 Balance				
TOTAL Fund Balances		\$	266,975,174.61				276,760,921.00				
BENCHMARK											
CURENT 90 DAY TREASU	IRY BILL YIE	LDIN	G RATE 4.06%								



INVESTMENT ALLOCATION TOTALS October 2022



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Unavailable for Signature

Britney Richey, Hays County Treasurer

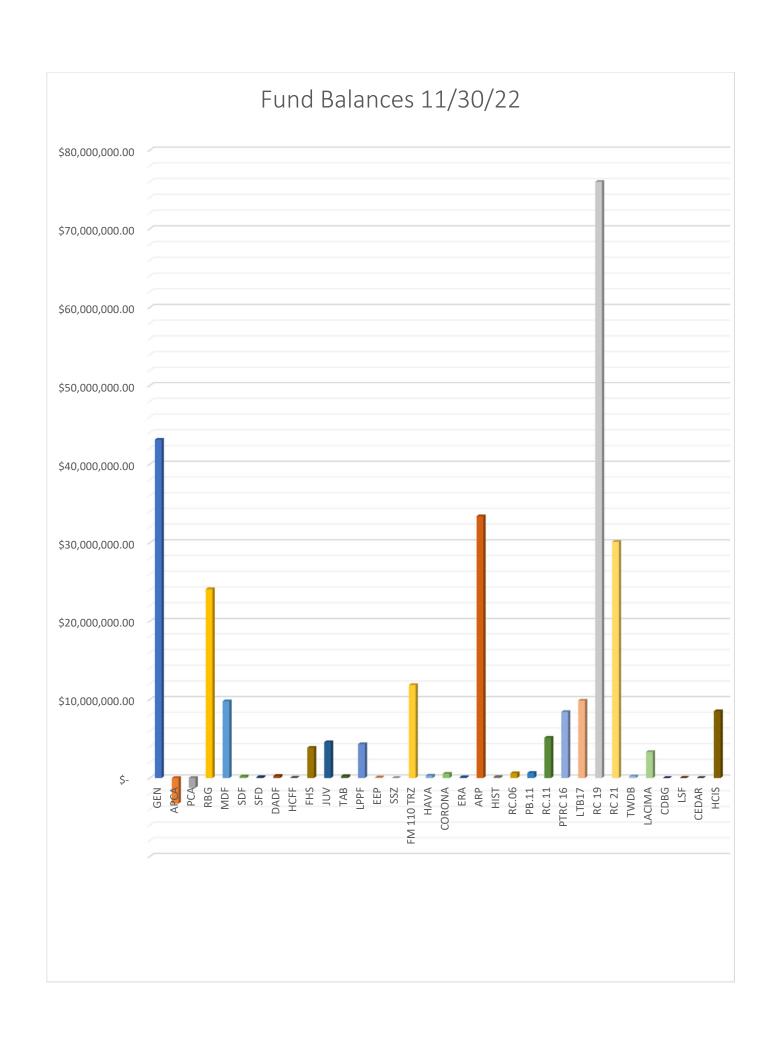
Marisol Villarreal-Alonzo, Hays County Auditor

marial Vielanest flogs

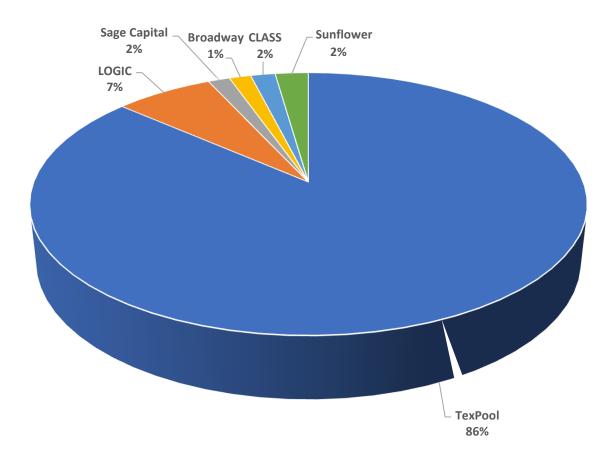
						11/	S COUNT					U	1 1				
							FOR THE M	ON	TH OF NOVI	EM	BER 2022						
							CHECKING										
OPERATING FUNDS:		BEGINNING		Interest		Revenues	Deposits	1	Disbursements	De	eposit in Transit		ENDING		Total		TOTAL
		BALANCE					From Investments				om Investments		BALANCE		Investments		FUND
General	\$	1,702,528.83	\$	-	\$	28,919,220.52	\$ -	\$	16,746,285.76	\$	13,600,000.00	\$	275,463.59	\$	42,850,787.64	\$	43,126,251.23
AP Clearing	\$	(3,923,922.33)	\$		\$	15,448,178.00	\$ -	\$	15,162,966.67	\$	-	\$	(3,638,711.00)	\$	367,197.67	\$	(3,271,513.33)
Payroll Clearing	\$	(1,050,442.02)	\$		\$	12,191,847.11	\$ -	\$	12,401,648.19	\$	-	\$	(1,260,243.10)	_	9,831.41	\$	(1,250,411.69)
Credit Card Clearing	\$	1,686,206.23	\$	-	\$	755,747.82	\$ -	\$	-	\$	-	\$	2,441,954.05	\$	_	\$	2,441,954.05
Road and Bridge General	\$	173,913.03	\$	-	\$	111,718.03	\$ -	\$	250,000.00	\$	-	\$	35,631.06	\$	24,080,761.46	\$	24,116,392.52
Medical and Dental Fund	\$	93,982.08	\$	-	\$	1,371,997.68	•	\$	1,464,361.08	\$	-	\$	1,618.68	_	9,783,560.45	\$	9,785,179.13
Sheriff's Drug Forfeiture	\$	44,216.03	\$	-	\$	4,331.50	\$ -	\$	-	\$	-	\$	48.547.53	<u> </u>	151,575.31	\$	200.122.84
Sheriff's Federal Discretionary	\$	124,593.07	\$	-	\$,	\$ -	\$	_	\$	-	\$	124,593.07	·	-	\$	124,593.07
District Attorney Drug Forfeiture	\$	215,062.45	\$	-	\$	_	\$ -	\$	_	\$	-	\$	215,062.45	_	67,257.59	\$	282,320.04
Hot Check Fee Fund	\$	48,359.88	\$	-	\$	199.20	\$ -	\$	-	\$	-	\$	48,559.08	-	-	\$	48,559.08
Family Health Services	\$	752,427.99	\$	-	\$	57,839.44	\$ -	\$	_	\$	-	\$	810,267.43	-	3,047,451.00	\$	3,857,718.43
Juvenile Detention Center	\$		\$	-	\$	126,251.04	\$ -	\$	140,000.00	\$	_	\$	78,775.47	_	4,493,511.82	\$	4,572,287.29
Tobacco Settlement Fund	\$	77,866.31	\$	_	\$	-	\$ -	\$	-	\$		\$	77,866.31	<u> </u>	177,106.06	\$	254,972.37
HCL Provider Participation Fund	\$	6,655,754.04	\$	_	\$		\$ -	\$	2,342,644.19	\$	4.300.000.00	\$	13,109.85	-	4,306,595.31	\$	4,319,705.16
Energy Efficiency Project	\$	1.00	\$		\$	_	\$ -	\$	-	\$	-	\$	1.00	<u> </u>	72,983.27	\$	72,984.27
School Safety Zone	\$	2,364.25	\$	_	\$		\$ -	\$		\$	_	\$	2,364.25	<u> </u>		\$	2,364.25
Help America Vote	\$	308,808.33	\$		\$		\$ -	\$	_	\$		\$	308,808.33	r i	_	\$	308,808.33
Corona Virus Relief Fund	\$,	\$		\$	_	\$ -	\$	_	\$	_	\$	9,916.58	<u> </u>	537.319.55	\$	547,236.13
Emergency Rental Assistance	\$	-	\$	_	\$		\$ -	\$	_	\$	_	\$	-	\$	103,867.20	\$	103,867.20
American Recovery Plan	\$	6,481.14	\$	_	\$		\$ -	\$		\$		\$	6,481.14	r i	33,390,246.37	\$	33,396,727.51
Historical Commission Trust Fund	\$	992.57	\$		\$	_	\$ -	\$	_	\$	_	\$	992.57	<u> </u>	134,499.97	\$	135,492.54
CONSTRUCTION FUNDS:	Ť		_		_		-	Ť		-		7		Ť	,	*	,
Road Construction Bond 2006	\$	1.00	\$	-	\$	-	\$ -	\$	-	\$	-	\$	1.00	\$	617,196.96	\$	617,197.96
Parks Bond 2011	\$	36,150.86	\$	-	\$	-	\$ -	\$	-	\$	-	\$	36,150.86	\$	618,168.88	\$	654,319.74
Priority Road Bond Series 2011	\$	1.00	\$	_	\$	_	\$ -	\$	_	\$	_	\$	1.00	\$	5,135,331.38	\$	5,135,332.38
Pass Thru Road Bond Series 2016	\$	8.085.44	\$	-	\$	-	\$ -	\$	-	\$	-	\$	8.085.44	\$	8,416,479.85	\$	8.424.565.29
Limited Tax Bond Series 2017	\$	7,189.82	\$	_	\$		\$ -	\$		\$		\$	7,189.82	·	9,867,194.92	\$	9,874,384.74
Road Contruction Bond 2019	\$	2,490,690.45	\$	_	\$	31,496.80	\$ -	\$	2.400.000.00	\$		\$	122.187.25	r i	75,853,623.01	\$	75.975.810.26
Parks Bond 2021	\$	669,169.31	\$	-	\$	-	\$ -	\$	-	\$	-	\$	669,169.31	·	29,466,040.37	\$	30,135,209.68
Texas Water Development Board	\$	215,000.00	\$	_	\$		\$ -	\$		\$		\$	215,000.00	·	-	\$	215,000.00
La Cima	\$	3,324,235.72	\$	_	\$		\$ -	\$		\$		\$	3,324,235.72	r i	_	\$	3,324,235.72
FM 110 TIRZ	\$	1,373,878.00	\$	-	\$	_	\$ -	\$	1,300,000.00	\$	_	\$	73,878.00	\$	11,782,682.64	\$	11,856,560.64
CDBG Disaster Recovery Program	\$	21.36	\$	_	\$		\$ -	\$	-	\$		\$	21.36	·	-,,	\$	21.36
LCRA Service Fee Fund	\$	27,238.07	\$	_	\$		\$ -	\$		\$		\$	27,238.07	r i	1,262.27	\$	28,500.34
Cedar Oaks Mesa	\$	24,350.00	\$	-	\$	-	\$ -	\$	_	\$	-	\$	24,350.00	<u> </u>	-	\$	24,350.00
INTEREST AND SINKING FUNDS:	Ť	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	É		Ť			Ť				Ĺ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ė		Ė	,
	\$	1 612 757 57	¢		\$		\$ -	\$		œ	1 600 000 00	¢	10 757 57	œ	9 502 771 25	¢	0 516 520 02
Hays County I & S	Ė	1,612,757.57	\$		Ψ.	<u> </u>		_	<u> </u>	\$	1,600,000.00	\$	12,757.57	\$	8,503,771.35	\$	8,516,528.92
GRAND TOTALS:	\$	16,810,402.49	\$	-	\$	59,018,827.14	\$ -	\$	52,207,905.89	\$	19,500,000.00	\$	4,121,323.74	\$	273,836,303.71	\$	277,957,627.45
* Account is a clearing bank account wh	here t	ransfers into the a	acc	ount depend	d or	n notification fror	n the County deposit	ory f	or daily balance re	equir	ements, resulting	in a	negative book	bala	nce.		

			Hays Co	unty Investme	nt Report			
			,	FOR NOVEMBER 2	2022			
SAGE CAPITAL BANK CHECKI	NG							
						11/30/2022		
<u>Description</u>	10/3	1/2022 Balance	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>Balance</u>		
All Funds (see Page 1)		16,810,402.49	-	59,018,827.14	71,707,905.89	4,121,323.74		
TEXPOOL	Avera	ge Monthly Yield		Net Asset Value				
		3.6110%		\$ 0.99936				
	40/0	4/0000 D-I				11/30/2022		
<u>Description</u>		1/2022 Balance	Interest	<u>Deposits</u>	<u>Debits</u>	<u>Balance</u>		
General	\$	26,856,261.67	84,980.16	16,245,458.52	14,200,000.00	28,986,700.35		
AP Clearing	\$	366,111.11	1,086.56	-	-	367,197.67		
Payroll Clearing	\$	9,802.31	29.10	-	-	9,831.41		
Road and Bridge General	\$	23,124,481.49	69,118.70	371,869.92	-	23,565,470.11		
Medical and Dental Fund	\$	5,185,400.50	15,389.90	-	-	5,200,790.40		
Sheriff's Drug Forfeiture	\$	151,126.81	448.50	-	-	151,575.31		
D.A. Drug Forfeiture	\$	66,993.52	198.81	-	-	67,192.33		
Health Services Grants	\$	3,037,936.23	9,016.38	-	-	3,046,952.61		
Juvenile Center	\$	4,480,214.86	13,296.96	-	-	4,493,511.82		
Tobacco Settlement Fund	\$	176,581.98	524.08	-	-	177,106.06		
HCL Provider Participation Fund	\$	1,475.37	5,119.94	4,300,000.00	-	4,306,595.31		
Energy Efficiency Project	\$	72,767.26	216.01	-	-	72,983.27		
FM 110 TRZ No 1	\$	10,449,567.72	33,114.92	1,300,000.00	-	11,782,682.64		
Coronavirus Relief	\$	535,729.55	1,590.00	-	-	537,319.55		
Emergency Rental Assistance	\$	103,559.82	307.38	-	-	103,867.20		
American Recovery Plan	\$	33,291,439.65	98,806.72	-	-	33,390,246.37		
Historical Commission Trust	\$	134,093.12	397.99	-	-	134,491.11		
Road Construction 2006	\$	615,370.62	1,826.34	-	-	617,196.96		
Parks Bond 2011	\$	616,331.13	1,829.25	-	-	618,160.38		
Priority Road Bond Series 2011	\$	485,047.52	1,439.57	-	-	486,487.09		
Pass Thru Road Bond Series 2016	\$	147,058.19	436.46	-	-	147,494.65		
Limited Tax Bonds Series 2017	\$	9,837,996.45	29,198.47	-	-	9,867,194.92		
Road Construction Bond 2019	\$	75,629,160.89	224,462.12	-	-	75,853,623.01		
Parks Bond 2021	\$	29,378,846.00	87,194.37	-	-	29,466,040.37		
LCRA Service Fee Fund	\$	1,258.48	3.79	-	-	1,262.27		
Hays County I & S	\$	1,582,899.05	10,095.97	5,103,606.70	-	6,696,601.72		
All Funds		226,337,511.30	690,128.45	27,320,935.14	14,200,000.00	240,148,574.89		

			Havs Co	unty Investmen	t Renort					
			nays co	FOR NOVEMBER 20						
CLASS - MBIA		A		Net Asset Value	<i>,</i> , , , , , , , , , , , , , , , , , ,					
CLASS - IVIDIA		Average Monthly Yield								
		3.8546%		\$ 0.99918						
						11/30/2022				
Description		10/31/2022 Balance	Interest	Deposits	Debits	Balance				
Parks Bond 2011		\$ 8.50	interest -	<u>Deposits</u>	<u>Debits</u>	8.50				
Road Construction Bond 2	2011	\$ 4,634,140.84	14,703.45	-	-	4,648,844.29				
Road Construction Bond 2	2011	\$ 4,034,140.64	14,703.45	-	-	4,046,644.29				
All Freedo		\$ 4.634.149.34	14 702 45	_	_	4 (40 053 70				
All Funds		\$ 4,634,149.34	14,703.45	-	-	4,648,852.79				
1.0010				A1 / A / / / /						
LOGIC		Average Monthly Yield		Net Asset Value						
		3.9291%		\$ 0.99981						
						11/30/2022				
Description		10/31/2022 Balance	Intonest	Damasita	Dabita	Balance				
<u>Description</u> General		\$ 11,701,427.42	Interest 37,788.49	<u>Deposits</u>	<u>Debits</u>					
				-	-	11,739,215.91				
Road and Bridge General		\$ 513,632.62	1,658.73	-	-	515,291.35				
Medical and Dental Fund		\$ 4,568,018.14	14,751.91	-	-	4,582,770.05				
D.A. Drug Forfeiture		\$ 65.01	0.25	-	-	65.26				
Health Services Grants		\$ 37.97	0.06	-	-	38.03				
Family Health Services		\$ 458.90	1.46	-	-	460.36				
Historical Commission Tru		\$ 8.86	-	-	-	8.86				
Certificates of Obligation '	09	\$ -	-	-	-	-				
Hays County I & S		\$ 1,801,352.37	5,817.26		-	1,807,169.63				
All Funds		\$ 18,585,001.29	60,018.16	-	-	18,645,019.45				
7		Ψ 10,505,001.25	00,010.10			10,0 10,01011				
CERTIFICATES OF D	DEDOCITO									
CENTIFICATES OF L	DEPUSITS									
-				D / 40/04/0000						
D	F1	Wield Bletonite		Balances 10/31/2022	M	Transac			alances 11/30/202	
Description	Fund	Yield/ Maturity	Par Value	Book Value	Market Value	<u>Purchases</u>	<u>Maturities</u>	Par Value	Book Value	Market Value
Broadway Bank	PTRC	.050% 4/1/2023	4,106,410.75	4,106,410.75	4,106,410.75	-	-	4,106,410.75	4,106,410.75	4,106,410.75
Sunflower Bank	General	.1998 % 12/18/2022	2,124,871.38	2,124,871.38	2,124,871.38	-	-	2,124,871.38	2,124,871.38	2,124,871.38
Sunflower Bank	PTRC	0.150% 02/12/2023	4,162,574.45	4,162,574.45	4,162,574.45	-	-	4,162,574.45	4,162,574.45	4,162,574.45
TOTA	L		10,393,856.58	10,393,856.58	10,393,856.58	-	-	10,393,856.58	10,393,856.58	10,393,856.58
						11/30/2022				
		10/31/2022 Balance				Balance				
TOTAL Fund Balances		\$ 276,760,921.00				277,957,627.45				
TO 17 to 11 dilla balances		7 270,700,321.00				277,337,027.43				
BENCHMARK										
IDENCHWARK	1	1								



INVESTMENT ALLOCATION TOTALS November 2022



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Unavailable for Signature____

Britney Richey, Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

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Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Commissioner Shell

Agenda Item

Authorize the County Judge to execute an Amendment to the Letter of Agreement between Hays County and TexHealth Central Texas, Inc. regarding the small employer premium support program. SHELL

Summary

TexHealth Central Texas and Hays County initially entered into an agreement, which has been subsequently renewed in following years. TexHealth was formed as a regional health care program pursuant to Subchapter B, Section 75 of the Health and Safety Code. National healthcare reform required the TexHealth program to modify its operations to form a premium support program aimed at small businesses to make available health care coverage for uninsured and underinsured small employers and their employees. This program is at no cost to the County. See attached Letter Agreement.

Attachments

TexHealth Letter Amendment 2017 Amendment



AMENDMENT TO LETTER OF AGREEMENT BETWEEN HAYS COUNTY AND TEXHEALTH CENTRAL TEXAS, INC.

This Amendment to the Letter Agreement between Hays County and TexHealth Central Texas, Inc. is entered into between Hays County (Hays County) and TexHealth Central Texas, Inc. (TexHealth), a tax-exempt non-profit organization that operates the regional health care program established for the benefit of the employees of small employers under Chapter 75 of the Texas Health & Safety Code (each a "Party" and collectively the "Parties").

Recitals

WHEREAS, Section 3 of the Agreement permits the Parties to amend the Agreement pursuant to a written instrument that is signed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to extend the length of the initial term to meet Texas Department of Insurance requirements; and

WHEREAS, the Parties acknowledge that such amendment is supported by good and sufficient consideration.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The Term of the Agreement is extended until October 3, 2027.
- 2. Except as amended above, the Agreement as modified shall remain in full force and effect, being hereby ratified, approved, and affirmed.

By their signatures affixed below, the Parties duly execute this Amendment to be effective on the last signature date ("Effective Date").

HAYS COUNTY	TEXHEALTH CENTRAL TEXAS, INC.
Judge Ruben Becerra County Judge	James I. Rodriguez, FACHE President & CEO
Date:	Date: June 14, 2023



October 3, 2017

Re: Letter Agreement between Hays County Commissioners Court and TexHealth Central Texas, Inc.

This Letter Agreement ("Agreement") is between Hays County ("County") and TexHealth Central Texas, Inc. ("TexHealth or TexHealth Central Texas") (collectively, the "Parties"). The "Effective Date" of this Letter Agreement is the date October 3, 2017.

The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis ("Program"). National healthcare reform required the TexHealth program to modify its operations to form a premium support program aimed at small businesses to make available health care coverage for uninsured and underinsured small employers and their employees.

On October 3, 2017, the Hays County Commissioners Court approved participation in the small employer premium support program and appoints its representative to the TexHealth Board of Directors.

The County anticipates this program will help existing small businesses remain competitive with a healthy workforce and will allow them to recruit and retain effective employees. Further, this program provides access to affordable health care to individuals who are currently utilizing subsidized County partner services, are unable to afford health insurance coverage or are struggling financially due to the high cost of health insurance.

The Parties agree to the following terms:

Funding.

County will <u>not</u> be obligated to provide any funding to TexHealth for the continuation of the Program in Hays County. Despite any terms or conditions contained in this Letter Agreement, County shall not be obligated to provide any funding.

Obligations of TexHealth Central Texas.

TexHealth shall, at minimum, provide the following:

- Access to health insurance plans available on the open market;
- Limit its program offerings to businesses with 2 to 50 employees;
- Not discriminate against, or promote any one insurance plan over others licensed in the state of Texas;
- Not interfere with any Agent/Employer relationship or Agent of Record status:
- Make all efforts to promote the TexHealth program in Hays County
- TexHealth 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.
- Governance by a 501(c)3 non-profit corporation with a regional Board of Directors with 1 representatives from Hays County, which may be appointed by the Hays County Commissioners Court;
- May appoint a General Agent to represent TexHealth Central Texas in the business community;
- 1. Reporting Obligations and Right to Audit. TexHealth agrees to provide to the County information that the County requests concerning the Program, including a report of clients served broken out by county. TexHealth agrees that County or its duly authorized representatives shall have access to and the right to examine and photocopy any and all books, documents, papers and records of TexHealth which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TexHealth agrees that County shall have access during normal working hours to all necessary TexHealth facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give TexHealth thirty (30) days advance notice of intended audits.
- 2. <u>Scope of Program</u>. The Parties agree that the participation by the County under this Agreement should expand access to health benefits and services for County residents who do not currently have such access, lessen the burden on the County to provide such services, and potentially improve health outcomes for County residents who receive these services.
- 3. <u>Amendments.</u> Any change to the terms or conditions of this Agreement after its execution or any attachments to it shall not be effective unless it is made in writing and signed by both Parties.
- 4. <u>Reduction to Writing.</u> 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.
- 5. <u>Notice.</u> Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom

the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the following addresses:

County: Judge Bert Cobb, MD (or successor) Hays County 111 E. San Antonio St., Suite 300 San Marcos, TX 78666

TexHealth:
James I. Rodriguez, FACHE
President and CEO
2800 S. IH 35, Suite 155
Austin, TX 78704

- 6. <u>Law and Venue.</u> This Agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this Agreement shall be performed in Hays County, Texas. Venue for any dispute arising out of this Agreement is in Hays County, Texas.
- 7. <u>Severability.</u> If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction the remainder of the Agreement shall remain valid and binding.
- 8. <u>Headings.</u> Headings and titles 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.
- 9. <u>Gender and Number.</u> Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.
- 10. <u>Termination for Convenience</u>. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TexHealth. No penalty will be assessed for County's termination of this Agreement for convenience. However, termination shall not require TexHealth to cease operations in Hays County.
- 11. <u>Successors and Assigns/Assignment.</u> This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.

Signature Page Follows

By the signatures affixed below, the Parties agree to the terms of this Agreement.

foru colls	James D. Rochique
Bert Cobb, MD Hays County Judge	James I. Rodriguez, FACHE President and CEO TexHealth Central Texas, Inc.
D O	De 12/2/2



AGENDA ITEM REQUEST FORM: 1. 1.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding
Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and HDR Engineering Inc. related to a warrant study for both signals and four-way stop conditions for the intersection at Robert S. Light Blvd. and 967, and Robert S. Light Blvd. and 2770, not to exceed \$22,234.00. SMITH/BORCHERDING

Summary:

HDR Engineering, Inc. will prepare warrant study reports for both signals and four-way stop conditions for the intersections of Robert S. Light Blvd. at RM 967, as well as at FM 2770, not to exceed \$22,234.00.

Fiscal Impact:

Amount Requested: \$22,234

Line Item Number: 020-710-00.5448 008

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request for Qualifications 2021-Q01 Professional Engineering Services

G/L Account Validated Y/N?: Yes, Contract Services Consultant Expense

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) HDR Engineering PSA

PROFESSIONAL SERVICES AGREEMENT HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and HDR ENGINEERING, INC. (hereinafter "Contractor"), whose primary place of business is located at 4401 West Gate Blvd., Suite 400, Austin, Texas, 78745, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 20th day of June 2023. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Contractor will perform a traffic signal warrant and multi-way stop analysis study for the following intersections in Hays County, Texas:

- Robert S. Light Boulevard. at RM 967
- Robert S. Light Boulevard at FM 2770.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcherding and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit "A"*, and any subsections of *Exhibit "A"*, if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibits "A"* and/or "B"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in *Exhibit* "B", attached hereto.

4. TERM AND DURATION OF CONTRACT

The parties agree that the Work shall be completed within three (3) months after commencement date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on a lump sum basis, the terms of which are cited in Contractor's fee schedule, which is attached hereto and included in *Exhibit "A"*. Despite any reference to Contractor's fee schedule, which shall be used to calculate monthly invoices amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **Twenty-two thousand two hundred thirty-four dollars and zero cents (\$22,234.00)** for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge 111 E. San Antonio, Suite 300 San Marcos, Texas 78666. judge.becerra@co.hays.tx.us

With Copy to:

Hays County, Attn: General Counsel 111 E. San Antonio St., Suite 202 San Marcos, TX 78666

Mark.kennedy@co.hays.tx.us

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance

coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or subcontractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Office of General Counsel Hays County Courthouse 111 East San Antonio, Suite 202 San Marcos, Texas 78666

With Copy to: Hays County Purchasing 712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns,

heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

	Other
Hays County, Texas	HDR Engineering, Inc.
By: Ruben Becerra	By: <u>Justin Word</u>
Hays County Judge	Vice President

EXHIBIT A

Engineer's Scope of Services

The ENGINEER shall perform a traffic signal warrant and multi-way stop analysis study for the following intersections in Hays County, Texas:

- Robert S Light Boulevard and RM 967
- Robert S Light Boulevard and FM 2770

The warrant studies shall comply with the requirements and recommendations in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The following tasks will be conducted to complete the studies. <u>Additional tasks not listed below will be completed under a supplemental if required by the County.</u>

I. Establish Scope of Work

- Coordinate with County to obtain necessary information, confirm Scope of Work, establish project schedule, and provide updates on project progress. One (1) virtual meeting has been assumed for budget purposes.
- Prepare and submit monthly invoices (3 months assumed).

II. Preparation of Traffic Signal and Multi-Way Stop Analysis Studies

This task is performed to evaluate the immediate traffic conditions of the study intersections in a timely manner. It has been mutually understood by the County and Contractor that the traffic patterns and volumes of the study intersections are subject to change due to the recent opening of Robert S Light Boulevard Extension and that school is not currently in session.

A. Data Collection.

- Collect 24-hour intersection turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) at the study intersections. Counts will be recorded at 15 minute and hourly intervals and will include pedestrian and bicycle volumes.
- Conduct a field review of the study intersections to note geometrics, lane use, traffic controls, and
 operational characteristics during peak period traffic. Photos will be obtained documenting each intersection
 approach.

B. Analysis.

- Prepare an existing condition diagram for the study intersections, documenting information collected and verified during field review.
- Perform traffic signal warrant analyses based on the warrant requirements listed in Part 4 of the TMUTCD. Warrants which cannot be evaluated based on inapplicability or lack of sufficient data will be omitted.
- Perform multi-way stop analyses based on the recommendations listed in Part 2 of the TMUTCD. Data collected for the traffic signal warrant analyses will be utilized for multi-way stop analysis.
- Complete TxDOT's "Traffic Survey Count Analysis" form for each study intersection for inclusion in the reports.

C. Reports.

- Prepare draft reports summarizing the warrant studies for submission to County and TxDOT.
- Meet with County and TxDOT to discuss review comments, if necessary. One (1) virtual meeting is assumed for budget purposes.
- Prepare a final report, incorporating review comments for submittal to County and TxDOT.

EXHIBIT A

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION



AGENDA ITEM REQUEST FORM: 1. 2.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding
Sponsor: Commissioner Shell

Agenda Item

Hold a public hearing with possible action to establish a "No Parking" zone along River Road and Edgewater Drive in Wimberley between 2900 River Road and 302 Edgewater Drive. **SHELL/BORCHERDING**

Summary

In response to a request local residents, there is a need to establish a "No Parking" zone along River Road and Edgewater Drive with "No-Parking" signage within the ROW.

Attachments

River Road Map





AGENDA ITEM REQUEST FORM: 1. 3.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding
Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to call for a public hearing on July 11, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**

Summary

In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Elder Hill Road.

Attachments

La Ventana Map





AGENDA ITEM REQUEST FORM: 1. 4.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234032 in the amount of \$24,916.91, acceptance of the maintenance bond #PB03016800850M1 in the amount of \$71,130.58, and acceptance of the revegetation bond #PB03016800850M in the amount of \$13,467.04 for 6 Creeks subdivision, Phase 1, Section 9. SHELL/BORCHERDING

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

6 Creeks Ph.1, Sec. 9 Agenda

HAYS COUNTY TRANSPORTATION DEPARTMENT



P.O. BOX 906 San Marcos, TX 78667 512/393-7385 FAX: 512/393-7393

June 6, 2023

Honorable Ruben Becerra 111 E. San Antonio Street San Marcos, Texas 78666

RE: 6 Creeks subdivision, Phase 1, Section 9

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 9, release the Letter of Credit #20234032 in the amount of \$24,916.91, accept the 2-year maintenance bond #PB03016800850M1 in the amount of \$71,130.58, and accept the 1-year revegetation bond #PB03016800850M in the amount of \$13,467.04. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Bordherding, P.E.

Director

Hays County Transportation

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 877-438-7459

Bond No. PB03016800850M1

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>DNT Construction</u>, <u>LLC</u> as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto <u>Hays County</u>, <u>Tx</u> as Obligee, in the penal sum of <u>Seventy One Thousand One Hundred Thirty and 58/100</u> (\$71,130.58) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into contract for <u>6 Creeks Phase 1 Section 9 Hays County Development District - Roadway and Surface Drainage</u>, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of <u>Two</u> year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two-year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 22nd day of March, 2023.

DNT Construction, LLC

Principal

By: Dean Tomme, President

Philadelphia Indemnity Insurance Company

Suretv

By

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>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.</u>

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, he is

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 SEALTO 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.

Ommonwealth of Pennsylvania - Notary Seal Venessa Mckenzle, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394 Member, Pannsylva - Association of Notaries Notary Public:

Vanessa mckensie

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.

50 Sour

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of March 2023.



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800850M

KNOW ALL MEN BY THESE PRESENTS,

That we <u>DNT Construction, LLC</u>, as Principal, and <u>PHILADELPHIA INDEMNITY INSURANCE COMPANY</u>, a corporation organized under the laws of the State of <u>Pennsylvania</u>, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto <u>Hays County, Texas</u> as Obligee in the penal sum of <u>Thirteen Thousand Four Hundred Sixty Seven Dollars and 04/100 (\$13,467.04</u>) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as: Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Section Phase 1 Section 9 Hays County Development District - Revegetation Bond

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

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 SEALTO 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:

| Commonwealth of Pennsylvania - Notary Seal Vanesse McKenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394 |
| Member, Pannsylvania Association of Notaries | residing at: Bala Cynwyd, PA |
| My commission expires: November 3, 2024 |
| My commission expires: November 3, 2024 |
| 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 22nd day of March 2023.



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



May 3, 2023

Mr. Jim Parman Hays County Transportation Department 2171 Yarrington Rd Kyle, TX 78640

Re:

Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project:

6 Creeks-Phase 1, Section 9

Date:

May 3, 2023

Developer:

HM 6 Creeks Development, Inc.

2901 Bee Caves Road, Suite F

Austin, TX 78746

Consultant Engineer:

Pape-Dawson Engineers, Inc.

Attn: Becky Carroll, P.E. 2000 NW Loop 410 San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on April 10, 2023 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,

Pape-Dawson Engineers, Inc.

Becky Carroll, P.E. Vice President

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IRREVOCABLE LETTER OF CREDIT

Borrower: HM 6 Creeks Development, Inc

2901 Bee Caves Rd Ste. F

Austin, TX 78746

Lender:

American Bank of Commerce Austin Downtown Banking Center

610 West 5th Austin, TX 78701

Beneficiary: Hays County

111 E San Antonio San Marcus , TX 78666

NO.: 20234032

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-16-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-four Thousand Nine Hundred Sixteen & 91/100 Dollars (\$24,916.91) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which compiles strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234032 DATED 03-16-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

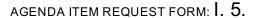
TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (I) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jerry Borcherding
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234033 in the amount of \$18,520.06, acceptance of the maintenance bond #PB03016800850M12 in the amount of \$60,222.12, and acceptance of the revegetation bond #PB03016800850M in the amount of \$7,786.86 for 6 Creeks subdivision, Phase 1, Section 10. SHELL/BORCHERDING

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

6 Creeks Ph.1, Sec. 10 Agenda

HAYS COUNTY TRANSPORTATION DEPARTMENT



P.O. BOX 906 San Marcos, TX 78667 512/393-7385 FAX: 512/393-7393

June 6, 2023

Honorable Ruben Becerra 111 E. San Antonio Street San Marcos, Texas 78666

RE: 6 Creeks subdivision, Phase 1, Section 10

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 10, release the Letter of Credit #20234033 in the amount of \$18,520.06, accept the 2-year maintenance bond #PB03016800851M2 in the amount of \$60,222.12, and accept the 1-year revegetation bond #PB03016800851M1 in the amount of \$7,078.86. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry N. Borcherding Jerry Borcherding, P.E.

Director

Hays County Transportation

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 877-438-7459

Bond No. PB03016800851M2

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <u>DNT Construction</u>, <u>LLC</u> as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto <u>Hays County</u> as Obligee, in the penal sum of <u>Sixty Thousand Two Hundred Twenty Two Dollars and 12/100</u> (\$60,222.12) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with <u>Hays County</u> for <u>6 Creeks Phase 1 Section</u> <u>10 Hays County Development District - Roadway and Surface Drainage</u>, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of <u>Two</u> year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two-year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 3rd day of April, 2023.

DNT Construction, LLC
Principal
By:

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO 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.

Ommonwealth of Pennsylvenia - Notary Seal Vanesse Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394 Member, Pannsylva - n Association of Notaries Notary Public:

Vanessa mckensie

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 3rd day of April 2023



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800851M1

KNOW ALL MEN BY THESE PRESENTS,

That we <u>DNT Construction, LLC</u>, as Principal, and <u>Philadelphia Indemnity Insurance Company</u>, a corporation organized under the laws of the State of <u>Pennsylvania</u>, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto <u>Hays County, Texas</u> as Obligee in the penal sum of <u>Seven Thousand Seventy Eight and 86/100 and 86/100 (\$7,078.86</u>) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Section Phase 1 Section 10 Hays County Development District - Revegetation Bond

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this April 3, 2023.

DNT Construction, LLC	Philadelphia Indemnity Insurance Company
Principal	Surety
By: Dean Tomme, President	By: Rosemarie Lopez, Attorney-Iri-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 <u>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.</u>

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 SEALTO 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.

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 3rd day of April , 2023



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



May 1, 2023

Mr. Jim Parman Hays County Transportation Department 2171 Yarrington Rd Kyle, TX 78640

Re:

Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project:

6 Creeks-Phase 1, Section 10

Date:

May 1, 2023

Developer:

HM 6 Creeks Development, Inc. 2901 Bee Caves Road, Suite F

Austin, TX 78746

Consultant Engineer:

Pape-Dawson Engineers, Inc.

Attn: Becky Carroll, P.E. 2000 NW Loop 410 San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on April 10, 2023 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,

Pape-Dawson Engineers, Inc.

Becky Carroll, P.E. Vice President

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IRREVOCABLE LETTER OF CREDIT

Borrower:

HM 6 Creeks Development, Inc

2901 Bee Caves Rd Ste. F Austln, TX 78746 Lender:

American Bank of Commerce Austin Downtown Banking Center

610 West 5th Austin, TX 78701

Beneficiary: Hays County

Hays County 111 E San Antonio San Marcus , TX 78666

NO.: 20234033

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-16-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Eighteen Thousand Five Hundred Twenty & 06/100 Dollars (\$18,520.06) (the "Letter of Credit"). These funds shall be other such address that Lender may provide Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount pald under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234033 DATED 03-16-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, iquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

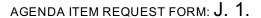
TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's Initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and securification of the position each would have occupied with all rights available as though this Letter of Credit had never within this Letter of Credit, no matter where such provision appears

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Smith

Agenda Item

PLN-2204-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat. **SMITH / MACHACEK**

Summary

Oakridge Park, Section 5 is a recorded subdivision located off of Darden Hill Road and Ranch Road 1826 in Precinct 4. The subject property falls in the Austin postal area within Hays County.

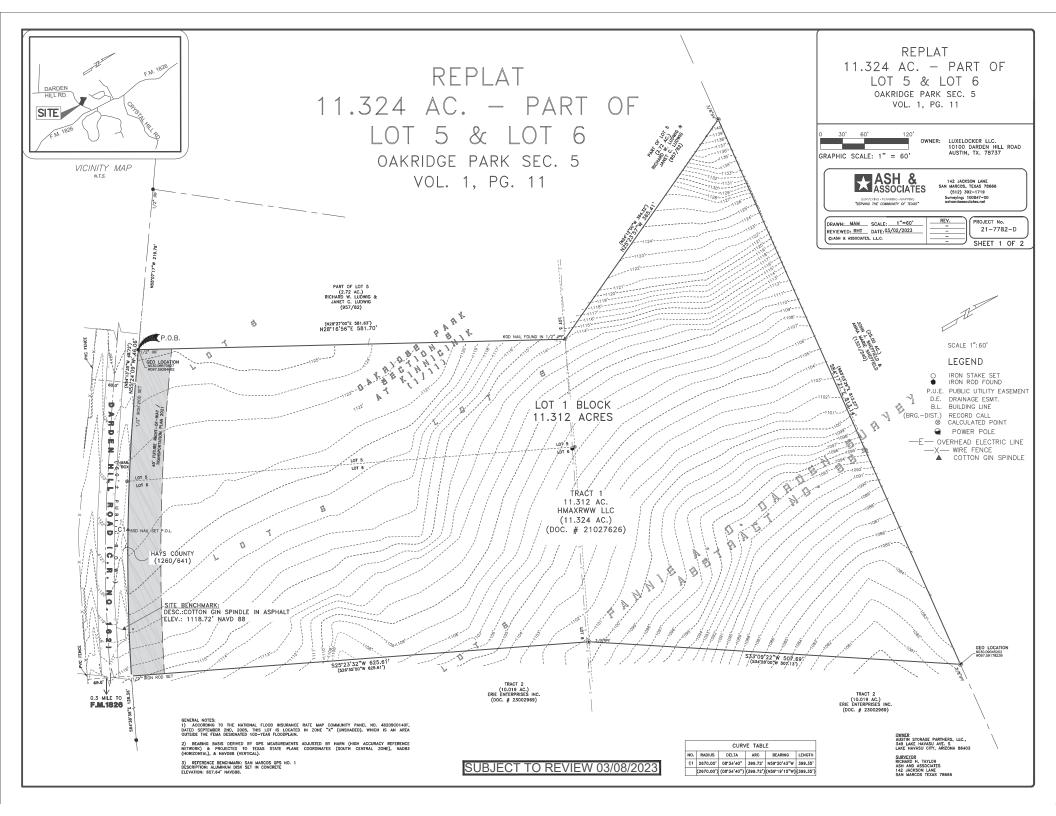
The proposed replat will combine Portions of Lot 5 and 6 and incorporate additional non-platted acreage into one (1) lot consisting of 11.312 acres.

Water utility will be achieved through West Travis County PUA.

Wastewater treatment will be accomplished by an On-Site Sewage Facility or On-Site Sewage Facilities.

Attachments

Plat Location Map Cover Letter Comment Letter



REPLAT 11.324 AC. - PART OF LOT 5 & LOT

OAKRIDGE PARK SEC. 5 VOL. 1. PG. 11

STATE OF TEXAS *
COUNTY OF HAYS *
KNOW ALL MEN BY THESE PRESENTS

THAT, AUSTIN STORAGE PARTINERS, LLC., OWNER, BY AND THROUGH NAME (__CAPACITY — MEMBER ___, OF A CALLED 11.324 ACCE TRACT OF LAND SITUATED IN THE FANNIE A.D. DARDEN SURVEY, ABSTRACT NO. 664, SAME BEING PART OF LOT 5 AND LOT 6 OUT OF THE OAKRIGE FARK SECTION NO. 5 AT KINNICHIK, AN ADDITION TO HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS, SAS (CONVEYED TO OLAN A. KELLEY III AND JUDY LYNINK ELLEY BY DEED RECORDED IN VOLUME 504, PAGE 51, DEED RECORDS, MAYS COUNTY, TEXAS, SAS HE AND EXCEPT THAT CERTAIN TRACT OF LAND COMPTED TO HAYS AUSTIN STORAGE PARTINES, LLC., BY DEED RECORDED IN DOLUMENT NO. AUSTIN STORAGE PARTINES, LLC., BY DEED RECORDED IN DOLUMENT NO. DOLUM

DATE NAME 349 LAKE HAVASU AVE. LAKE HAVASU CITY, ARIZONA 86403

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NAME, (_CAPACITY - MEMBER_____)
KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF

____, A.D., 20____

NOTARY PUBLIC

STATE OF TEXAS

LEGAL DESCRIPTION

EBIO A CALLED 11-324 ACRC TRACT OF LAND SITUATED IN THE FANINE A.D. DARDIN SURVEY. ABSTRACT NO. 654, SAME BEING PART OF LOTT S.AND. DOT 5 OUT OF THE OAKRIDGE PARK SECTION 5 AT KININCHINK, AN ADDITION TO MAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONNEYED TO LAND A RELIEV III AND JUDY LYNNE KELLEY, BY DEED RECORDED ON VOLUME 304, PAGE 81, DEED RECORDS, HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTINATED OF CONVEYED TO HAYS COUNTY BY DEED RECORDS IN VOLUME 304, PAGE 81, DEED RECORDS, HAYS COUNTY, BY DEED RECORDS TO HAYS COUNTY BY DEED RECORDS IN VOLUME 304, PAGE 81, DEED RECORDS AND SECRET THAT CERTINATED OF LAND CONVEYED TO HAYS COUNTY BY DEED RECORDS IN VOLUME 304, PAGE 81, DEED RECORDS AND SECRET THAT CERTINATED OF LAND CONVEYED TO HAYS COUNTY BY DEED RECORDS IN VOLUME 306, PAGE 841, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF THAT CEPTAN CALLED 2.72 ACRE TRACT OF LAND BEING A POORTION OF LOTS OF SAID CARROBE PARK SECTION S AT KINNINGHIK, CONVEYED OR RICHARD W. LUDWIG AND JAMET C. LUDWIG PARE DECORDED IN VOLUME 957, PAGE 82, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAME BEING AT THE SOUTHWEST CORNER OF SAID GIRE CALLED TRACT 1, AND BEING IN THE NORTH RIGHT-OF-WAY TUNE OF DARDER HILL ROAD (COUNTY ROAD ON, 182) A VARRABLE WIDTH PUBLIC RIGHT-OF-WAY AND THE COMMON SOUTH LURE OF SAID LOTS BEARS, NORTH SOFT?17-WEST A DISTANCE OF 197-97 FET;

THENCE NORTH 28°16'56" EAST (N29°27'00"E RECORD) DEPARTING SAID COUNTY ROAD NO. 182, WITH THE SOUTHEAST LINE OF SAID LUDWIG CALLED 2.27 ACRE TRACT AND THE COMMON NORTHWEST OF SAID EIRE CALLED TRACT I, ALONG THE MEMBERS OF A WITH FINE, A DISTANCE OF 581.70 FEET (581.83' RECORD) TO A 560 NAIL FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING AN ANGLE POINT IN THE EAST LINE OF SAID LUDWIG CALLED 2.27 ACRE TRACT, AND BEING IN THE MORTH LINE OF SAID LOT 51.

THENCE NORTH 25°23'57" WEST (N24°12'00"E RECORD) WITH THE NORTHEAST LINE OF SAID LUDWIG CALLED 2.72 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID EIRE CALLED TRACT 1, ALONG THE GENERAL MEXANDERS OF A WIRE FENCE, A DISTANCE OF 355.41 FEET (354.32' ERCORD) TO A .50" SINCH PIE FOUND AT A FENCE CORNER, AT THE NORTHWEST CORNER OF BID IRE CALLED TRACT 1, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING AT THE COMMON NORTHEAST CORNER OF SAID LUDWIG CALLED 2.72 ACRE TRACT, AND BEING IN THE SOUTH LINE OF THAT CERTAIN CALLED 25.00 ACRE TRACT CONVEYED BY DEED TO JOHN J. AND ANNA M. SHEFFIELD RECORDED IN YOLUME 1321, PAGE 240, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;

THENCE SOUTH 8411721- AST (\$320729-E RECORD) DEPARTING SAUD LUDWIG CALLED 2.72 ACRE TRACT WITH THE SOUTH LINE OF SAUD SHEFTELD CALLED 2.50 ACRE TRACT AND THE COMMON NOTHER LINE OF THE TRACT I. ADD THE CALLED TRACT I. ADDIT THE MEMBRIES OF A WIRE FENCE. A DISTANCE OF 815.14 FEET (813.27 RECORD) TO A 3/8" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID EIRE CALLED TRACT I. FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND SAME BEING ATTHE COMMON NORTHWEST CORNER OF THAT CERTAIN CALLED 10.019 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO EIRE ENTERPRISES INC. RECORDED IN VOLUME 5040, PAGE 13, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, ETXAS;

THENCE DEPARTING SAID SHEFFIELD CALLED 25.00 ACRE TRACT, WITH THE NORTHWEST LINE OF SAID TRACT 2 AND A COMMON SOUTHEAST LINE OF SAID EIRE CALLED TRACT 1 THE FOLLOWING TWO COURSES AND DISTANCES NUMBERED (1) AND (2):

1) THEMCE SOUTH 33"09'22" WEST (\$34"28"00" W), A DISTANCE OF \$07.69 FEET (\$07.13" RECORD) TO A 3/8" IRON PIPE FOUND AT A CORNER OF SAID ENIC CALLED TRACT 2 FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING IN THE MORTH LINE OF THE AFORE MENIONED LOT 6

2) THENCE SOUTH 25'23'22" (25'23'32"W RECORD), A DISTANCE OF 625.61 FEET (626.61' RECORD) TO A SET 1/2" IRON ROD WITH CAP *RPLS 565"- AT THE SOUTHERST CORNER OF SAID EINE CALLED TRACT 1, AND THE COMMON SOUTHWEST CORNER OF SAID EINE CAP *RPLS 565"- AT THE SOUTHERST CORNER OF SAID EINE CAP *RPLS 565"- AT THE SOUTHERST CORNER OF SAID EINE CAP *RECORD *RECORD

THENCE DEPARTING SAID ERIE CALLED TRACT 2, WITH THE HORTH LINE OF SAID COUNTY FOAD HOL 162 AS WIDERED, 399.72 FEET ALONG THE ARC OF SAID CURVET OF THE RICH. THANIGE A FOADWAY AND FOR 2670 FEET RECORD AND A DELTA ANGLE OF ORST-40" RECORD, AND A CHORD WHICH BEARS HORTH 55'30'43" WEST (M59'19'15"W RECORD), A CHORD DISTANCE OF 399.35 FEET RECORD TO A SET 1/2" IRON ROO WITH CAP - PRISSBST-70 A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THEMCE NORTH 55'24'09" WEST (N54'13'35"W RECORD) CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 162 AND THE COMMON SOUTH LINE OF SAID ERIE CALLED TRACT 1, A DISTANCE OF 46.06 FEET (45.72' RECORD) TO THE POINT OF BEGINNING AND CONTAINING 11.312 ACRES OF LAND.

TITLE NOTES:

ACCORDING TO THE SCHEDULE B OF THE COMMITMENT FOR TITLE, GF # ATA-92-1709922300059HUNZIK, EFFECTIVE 02/02/23 BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, THE PROPERTY IS SUBJECT TO THE FOLLOWING:

- 1) THIS LOT IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS.
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS RECORDED IN
 VOLUME 157, PAGE 45, DEED RECORDS, HAYS COUNTY, TEXAS. (COULD NOT LOCATE AS CITED, POWER POLES AND OVERHEAD UTILITIES AS
 SHOWN)

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 SUPPLES AND DRINKING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CALIFORED BY HAYS COUNTY TO QUESTION THE SELLE CONCENNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO DIRECTOR	DATE
HAYS COUNTY DEVELOPMENT SERVICES	
ERIC VAN GAASBEEK, R.S., C.F.M. HAYS COUNTY FLOODPLAIN ADMINISTRATOR	DATE

THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES, COVENANTS AND RESTRICTIONS OF THE OAKRIDGE PARK SECTION NO. 5 AT KINNICINIK, AN ADDITION TO HAY'S COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS. HAY'S COUNTY. TEXAS.

2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0140F, DATED SEPTEMBER 2ND, 2005, THIS LOT IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPELMIN.

3) 2) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) PROJECTED TO TEXAS STATE PLANE COORDINATES (SOUTH CENTRAL ZONE), NAD83 (HORIZONTAL), & NAVD88

4) NO BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH INTERFERE WITH THE FLOW OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN A NATURAL DRAINAGE WAY OR DRAINAGE EASEMENT.

- 5) TYPICAL LANDSCAPING MAINTENANCE, CUTTING AND TRIMMINGS, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE RESPONSIBILITY OF PROPERTY OWNERS ASSOCIATIONS.
- 6) MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
- 7) THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WHOLESALE CONTRACT, FROM THE WEST TRAVIS COUNTY PUBLIC. UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE IERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
- 8) NO LOT CONTAINS USFWS STREAM BUFFER ZONES AND/OR SENSITIVE FEATURE BUFFER ZONES AS INDICATED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS.
- 9) DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO TEXAS COMMISSION OF ENVIRONMENTAL QUALITY OPTIONAL ENHANCED MEASURES.
- 10) IMPERVIOUS COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF DEDICATED ROADWAY UNLESS (A) RORVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF MAYS COUNTY AND (B) THE DRIVEWAY SATISTISES THE MINIMULY SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND FERMITED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751."ALL CLUVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD. ALL MALBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TOOL OF THE PROVISION STANDARD ALL MALBOXES LOCATED IN PERMITTED AND CONSTRUCTED TO THE DESIGNS AND STANDARDS AT THE THE OF THE PERMIT REQUEST, DRIVEWAY SPACING WILL COUNTY DEVELOPMENT REQUESTATIONS AND FERMITTS WILL BE GRANTED UNDER THE PROVISIONS OF CHAPTER 751.

THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

GROUNDWATER CONSERVATION DISTRICT-

THIS SUBDIVISION LIES WITH THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

PLAT INFORMATION: TOTAL AREA: 11.312 ACRES TOTAL NUMBER OF LOTS: 1 NUMBER OF LOTS OVER 10 ACRES: NUMBER OF LOTS 5-10 ACRES: NUMBER OF LOTS 2-5 ACRES: NUMBER OF LOTS 1-2 ACRES: AVERAGE SIZE OF LOTS: 11.312 ACRES NUMBER OF LOTS LESS THAN 1 ACRES:

THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION WATER: SEWER: WTCPUA PRIVATE OSSF

PEDERNALES ELECTRIC COOPERATIVE, INC. CENTURY ELECTRICITY: TELEPHONE:

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN THE EMERGENCY SERVICE DISTRICT NO. 1 & 6 AND IS SUBJECT TO THE FIRE CODES OF HAYS COUNTY.

RFPI AT 11.324 AC. - PART OF LOT 5 & LOT 6 OAKRIDGE PARK SEC. 5 VOL. 1, PG. 11

	60' ALE: 1'	120 " = 60"		10		R LLC. RDEN HILL (. 78737	ROAD
	SURVEYING . P	SH (SOCIA LANNING - MAPPEN MANUNITY OF TE	4G	SAN MA (5	JACKSON RCOS, TEX/ 12) 392-1 ying: 10084 idossociales	NS 78666 719 17-00	
REVI	T DATE:	E: 1°=60		REV.		21-778 HEET 2	2-D

STATE OF TEXAS *

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO APPARENT DISCREPANCIES CONFLICTS OVERLAPPING OF INPROVEMENTS OR VISIBLE UTILITY LINES OR ROADS IN PLACE UNLESS SHOWN ON THE ACCOMPANYING PLAT, AND
THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY TEXAS.

SUBJECT TO REVIEW 03/29/2023

RICHARD H. TAYLOR	DA1
REGISTERED PROFESSIONAL LAND SURVEYOR	
STATE OF TEXAS, NO. 3986	

STATE OF TEXAS * COUNTY OF HAYS *
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE DAY OF A.D. 20 THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER
WITHESS MY HAND AND SEAL OF OFFICE, THIS THE DAY OF, A.D. 20
ELAINE H. CARDEMAS COUNTY CLERK HAYS COUNTY, TEXAS
RUBEN BECERRA
COUNTY JUDGE HAYS COUNTY, TEXAS

STATE OF TEXAS * COUNTY OF HAYS *
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THEDAY OF, 20, ATO'CLOCKM., AND RECORDED ON THEDAY OF, 20 ATO'CLOCKM., IN THE PLAT RECORDS OF HAYS COUNTY TEXAS, IN INSTRUMENT NUMBER

ELAINE H. CARDENAS HAYS COUNTY, TEXAS





Hays County Commissioners Court Agenda Request

Meeting Date: June 20th, 2023

Requested By: Marcus Pacheco, Director of Development Services

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2204-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat

BACKGROUND/SUMMARY OF REQUEST:

- A) Oakridge Park, Section 5 is a recorded subdivision located off of Darden Hill Road and Ranch Road 1826 in Precinct 4.
- B) The subject property falls in the Austin postal area within Hays County.
- C) The proposed replat will combine Portions of Lot 5 and 6 and incorporate additional non-platted acreage into one (1) lot consisting of 11.312 acres.
- D) Water utility will be achieved through West Travis County PUA.
- E) Wastewater treatment will be accomplished by an On-Site Sewage Facility or 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 to seek Commissioners Court determination based on staff recommendation.

Staff recommends Disapproval due to the outstanding deficiencies as provided in the Comment Letter.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

Comment Letter 6-14-2023



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640 (P) 512-393-2150 / www.hayscountytx.com

Planning Review Comment Letter

Owner Information: Date: 6/14/2023

Luxelocker (David Ferrette) Project ID: PLN-2204-PC

7324 Brecourt Manor, Austin TX 78739 Application Type: Replat/Revision

Application Status: Technical Review

david@luxelocker.com

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 5/22/2023

Digital Data Review

1. The digital data is denied due to the following:

SM1 ground control point (GCP) annotation needs to be in plain text and not grouped with anything.

Add an additional GCP tie. Per Section 4.1 of the Hays County Digital Data Submission Standards, a minimum of two GCPs tied to at least two exterior corners of the overall replatted lots are required.

Northing/Easting coordinate annotation appears incorrect. Please revise to correct coordinates. Northing/Easting coordinate annotation at the subdivision corners need to be in plain text and not grouped with the leader line.

Fix lot and block labeling inconsistencies per Planning Technical Review comments. You can find our most up-to-date Hays County Digital Data Submission Standards here: https://hays-county-haysgis.hub.arcgis.com/pages/development-services

Floodplain Technical Review

1. Technical Review Floodplain approved.

On-Site Sewage Facility (OSSF) Review

1. Facility Planning Report is required.

Planning Review

1. Edwards Aquifer Plat Note is incorrect. The Plat lies entirely within the Edwards Aquifer Contributing Zone.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640 (P) 512-393-2150 / www.hayscountytx.com

2. 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.

Please submit review and notification fees per the attached invoice.

3. Per Hays County Development Regulations Chapter 705 § 2.01 General Requirements:

Any person who subdivides a tract of land or creates a condominium style development shall:

- (A) Comply in all respects with these Regulations; and,
- (B) Prepare and submit to the Commissioners Court an Application for approval or registration of the proposed Subdivision in accordance with the terms and procedures set forth in this Chapter.
- (C) Comply in all respects with Hays County's Specifications for Roadway Design, Paving, and Drainage Improvements.

A separate application, Condo declaration, and exhibit laying out the Condominium Regime showing all proposed unit footprints will be required for a new subdivision following the approval and recordation of this Replat.

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.

Include an inset map showing the original property configurations, including those from the recorded Oakridge Park, Section 5 plat.

5. Per Hays County Development Regulations Chapter 705 § 8.01 (D) General Information: Lot and block numbers for each Lot.

Please revise plat to either remove "BLOCK" or include a Block Number/Letter As this is a Replat of Lot 6, PT of Lot 5 - Please revise Lot Number to "6A".

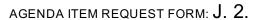
Transportation Review

1. Per Hays County Development regulations, chapter 705.8.03, add a note- All culverts, when required shall comply with the current Hays County standard.

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: 06/20/2023

Requested By: Marcus Pacheco, Director Sponsor: Commissioner Smith

Agenda Item

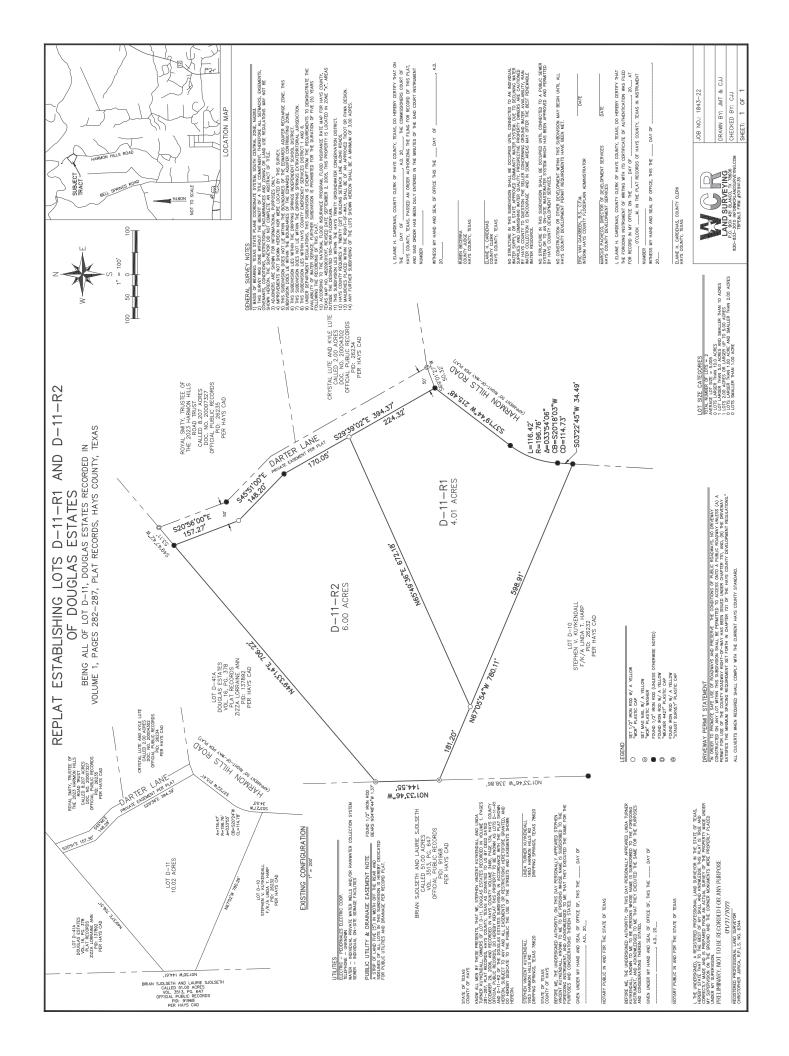
PLN-2218-PC; Call for a Public Hearing on July 11, 2023 followed by discussion and possible action regarding the Douglas Estates, D-11 Replat. **SMITH/MACHACEK**

Summary

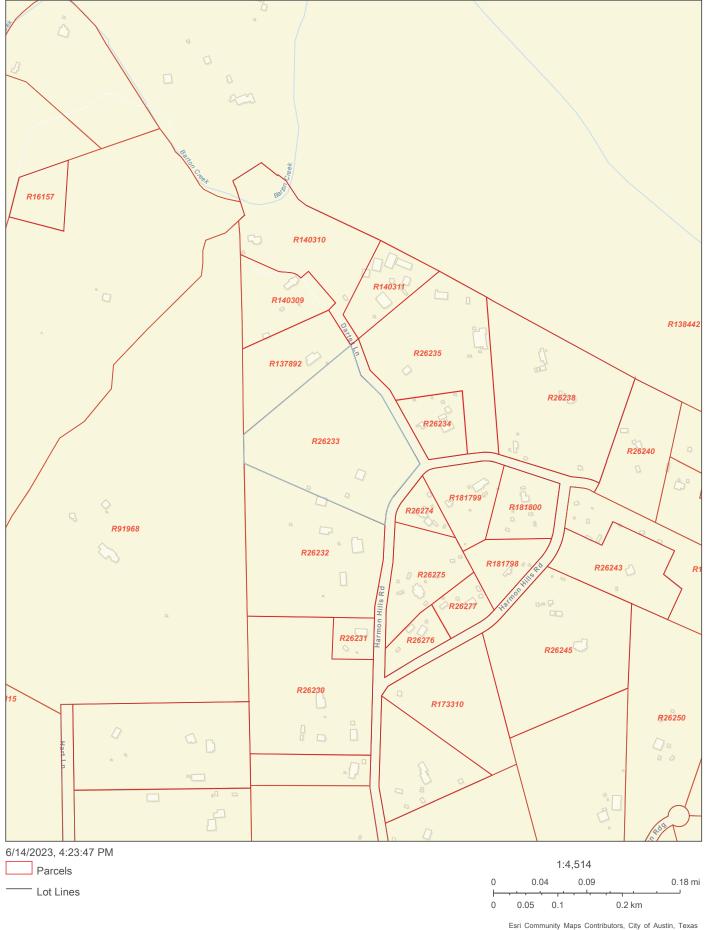
Douglas Estates, D-11 Replat, is a proposed subdivision plat consisting of 2 lots across 10.02 acres located along Harmon Hills Road in Dripping Springs and Precinct 4. Water utility will be accomplished by private wells and/or rainwater collection. Wastewater utility will be accomplished by on-site sewage facilities.

Attachments

Plat Location Map Cover Letter



Hays CAD Web Map



Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Hays County Commissioners Court Agenda Request

Meeting Date: June 20th, 2023

Requested By: Marcus Pacheco, Director Prepared By: Efren Chavez, County Planner Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2218-PC; Call for a Public Hearing on July 11th, 2023 followed by discussion and possible action regarding the Douglas Estates, D-11, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Douglas Estates, D-11, Replat is a recorded subdivision plat located along Harmon Hills Road in Dripping Springs and Precinct 4.
- B) The proposed replat will establish 2 lots across 10.02 acres.
- C) Water utility will be accomplished by individual private wells and/or rainwater collection. Wastewater utility will be accomplished by on-site sewage facilities.

STAFF COMMENTS:

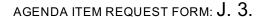
Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The items remaining are to hold the public hearing, followed by discussion and possible action on the final determination for the Replat.

The actions remaining are to hold a public hearing on July 11th, 2023 and Commissioners Court final determination based on the staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Marcus Pacheco, Director Sponsor: Commissioner Shell

Agenda Item

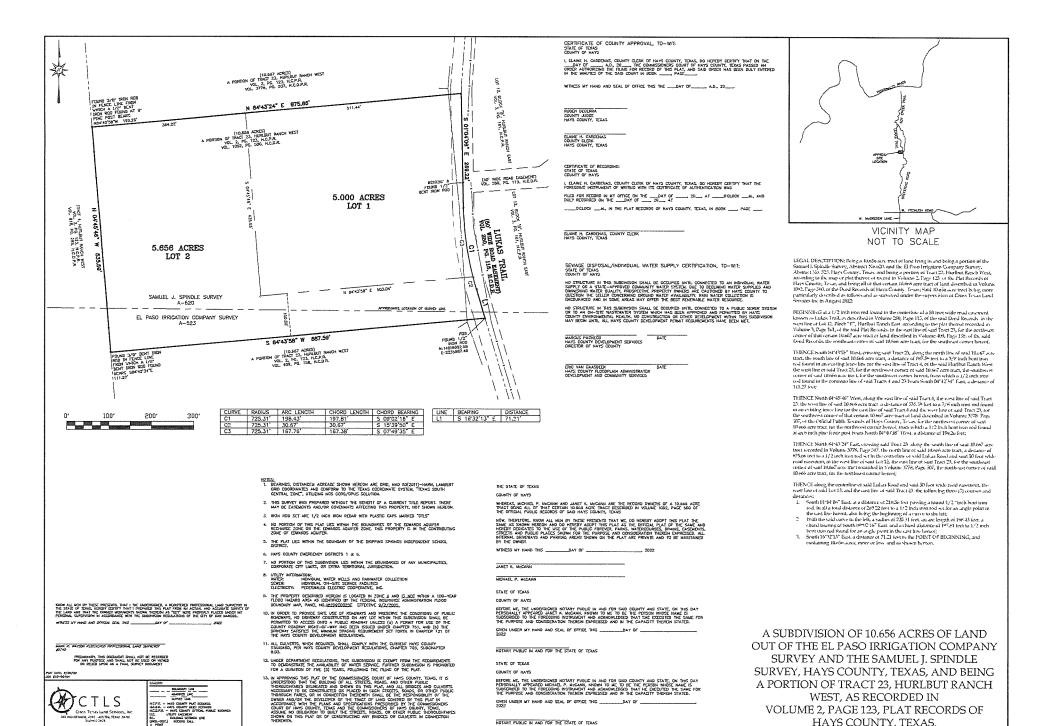
PLN-2235-PC; Call for a Public Hearing on July 11, 2023 followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 23, Replat. **SHELL/MACHACEK**

Summary

Hurlbut Ranch West, PT of Tract 23, Replat is a recorded subdivision located off Roy Creek Trail in Dripping Springs and Precinct 3. Water utility will be accomplished by individual private wells and rainwater collection. Wastewater utility will be accomplished by on-site sewage facilities.

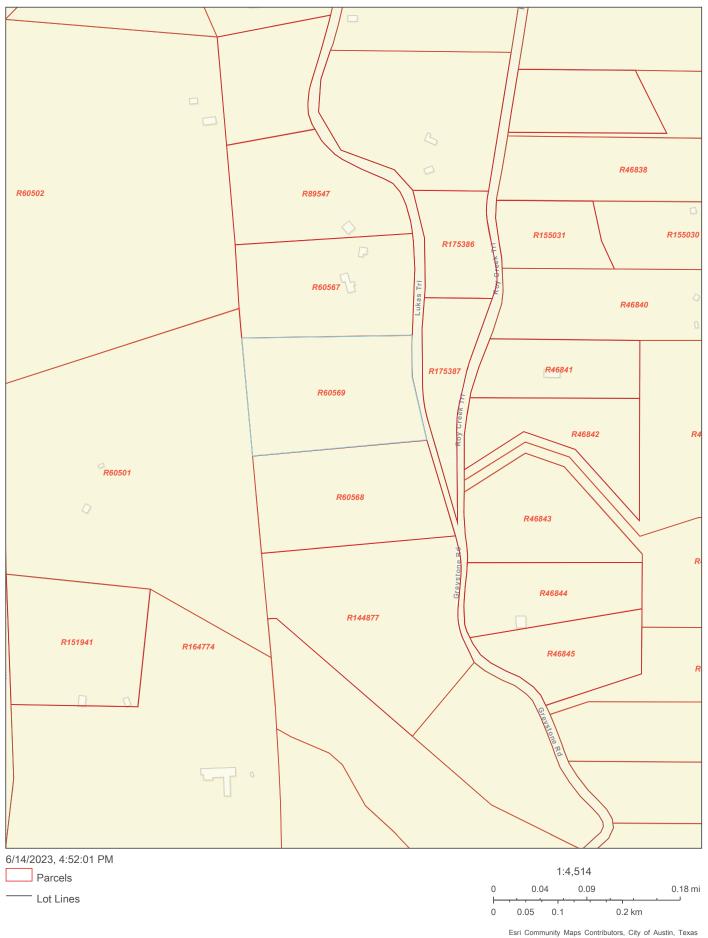
Attachments

Plat Location Map Cover Letter



T1. FIEM REG. > 100244

Hays CAD Web Map



Esri Community Maps Contributors, City of Austin, Texas Parks & Wiidlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Hays County Commissioners Court Agenda Request

Meeting Date: June 20th, 2023

Requested By: Marcus Pacheco, Director Prepared By: Efren Chavez, County Planner Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2218-PC; Call for a Public Hearing on July 11th, 2023 followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 23, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Hurlbut Ranch West, PT of Tract 23, Replat is a recorded subdivision plat located off Roy Creek Trail in Dripping Springs and Precinct 3.
- B) The proposed replat will establish 2 lots across 10.656 acres.
- C) Water utility will be accomplished by individual private wells and rainwater collection. Wastewater utility will be accomplished by on-site sewage facilities.

STAFF COMMENTS:

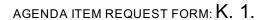
Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The items remaining are to hold the public hearing, followed by discussion and possible action on the final determination for the Replat.

The actions remaining are to hold a public hearing on July 11th, 2023 and Commissioners Court final determination based on the staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Mike Jones
Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to execute a Memorandum of Understanding (MOU) with the City of Kyle authorizing the use of city property to house the Remote Automatic Weather Station (RAWS); accept a Proposal in the amount of \$6,755.00 from Water & Earth Technologies (WET) for the RAWS relocation expenses; and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D). BECERRA/MIKE JONES

Summary:

The Remote Automatic Weather Station (RAWS) site currently located at the Hays County ESD No. 5 Fire Station 4 in Kyle is being relocated to the undeveloped parkland at Seton Ascension in Kyle due to the upcoming construction of the new fire station. This quote includes the moving of the fencing around the station. New posts will be purchased as the old posts are set in concrete. All other fencing materials will be reused at the new location.

Fiscal Impact:

Amount Requested: \$6,755.00

Line Item Number: 001-656-00.5719 700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D) for captive replacement parts or components for equipment. G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

NWCG MOU Hays County and City of Kyle Water & Earth Tech Quote A publication of the National Wildfire Coordinating Group



NWCG Standards for Fire Weather Stations

PMS 426-3 MARCH 2019



NWCG Standards for Fire Weather Stations

March 2019 PMS 426-3

The NWCG Standards for Fire Weather Stations provides common standards for weather stations used by the wildland fire agencies to provide weather data observations. Weather data observations are used for a wide variety of applications including calculation of the National Fire Danger Rating System (NFDRS) indices, fire behavior, burned area fire rehabilitation, planned ignitions, and other land management operations.

This document supplements and supersedes the *Weather Station Handbook* – *An Interagency Guide for Wildland Managers*, PMS 426-2, with regard to NFDRS standards. The *Weather Station Handbook* was discontinued by NWCG; however, it may still be in use by units maintaining manual weather stations.

The National Wildfire Coordinating Group (NWCG) provides national leadership to enable interoperable wildland fire operations among federal, state, tribal, territorial, and local partners. NWCG operations standards are interagency by design; they are developed with the intent of universal adoption by the member agencies. However, the decision to adopt and utilize them is made independently by the individual member agencies and communicated through their respective directives systems.

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Introduction

Quality Assurance

The station owner, at the field level, is responsible for ensuring weather data quality by:

- Ensuring that maintenance is performed per standards, and that this maintenance and all other significant station activity is documented in the weather section of the Wildland Fire Management Information (WFMI) system. The WFMI Weather module provides access to the weather data that is transmitted from the more than 2500 Remote Automatic Weather Stations (RAWS) located throughout the U.S.
- Visually confirm outputs from the station to check that the information is reflective of actual conditions, and notify appropriate organizations if data quality is suspect.
- Ensuring that the station is physically secure and that the site is maintained as needed.

Two methods of data quality control can be implemented. The first method is an automatic oversight system, such as a *Station Event Report* (SER), to continually monitor data for errors relating to out of range observations and performance problems from non-functional sensors. SER quality control is available to the field user through coordination with the WFMI system administrator if the station transmits data via Geostationary Operational Environmental Satellite (GOES). The second method is periodic review and verification by an agency, regional, or local fire weather user. Should errors or problems be detected, the station owner/user is responsible for initiating action to correct.

Ultimately, the station owner is responsible for ensuring the station is delivering acceptable weather data.

Equipment Selection

When selecting which type of automatic weather station equipment to purchase, consider more than just the lowest bid. Consider more detailed life-cycle costs of equipment, data transmission, maintenance, data storage and retrieval, and the value of corporate (shared) data. Talk to several vendors, other users, and consult your agency weather station coordinator. The weather station owner is responsible for ensuring that equipment will meet the minimum interagency fire weather station standards.

Additional fire management needs, as well as those of other multiple-use interests, should be factored when selecting equipment. Expandability, serviceability (including service contract and training availability), transportability, and compatibility with current and future national systems must be considered.

NFDRS Weather Station Standards and Guidelines

Introduction

The National Fire Danger Rating System (NFDRS) is a decision support system used by wildland fire management agencies to assess current fire danger at local and national levels. It consists of a variety of indices that portray current potential fire danger conditions. Remote Automatic Weather Stations (RAWS) used for NFDRS calculations must have annual maintenance.

The weather station network supporting NFDRS has grown considerably in the last 40 years. The original RAWS network was conceived to support the coarse-scale application of fire danger rating. Today, RAWS data is routinely used for multiple purposes, including: supporting decisions impacting firefighter safety, determining whether to initiate a fuels treatment prescription, measuring air quality, assigning crew readiness, and conducting strategic seasonal and multi-year resource allocations. Demand for these data happens every day. The future use of RAWS data to support gridded, digital data products is already here and growing quickly. The current and future purpose of the RAWS network is to support point and gridded applications of fire weather for fire program analysis, fire danger rating, fire behavior prediction, fire weather forecasting, and smoke management. The data from RAWS supports interagency fire danger predictions and quantifies risk elements that are critical for daily decisions regarding firefighter resource placement, staffing levels, appropriate suppression response, and strategic decisions at local, regional, and national levels.

The most important value among those provided by these data is consideration for firefighter and public safety.

Stations compliant with the NFDRS standards will provide remotely sensed weather data – temperature, humidity, precipitation, wind speed, and solar radiation on an hourly basis via the GOES satellite.

Note: Not all of these elements apply to manual stations.

Station Classifications

This section includes station standards for NFDRS weather stations.

NFDRS – **Year-Round Data Collection Stations** - Includes all permanent 24-hour observing stations that meet the following criteria:

- Operates to minimum standards year round to support designated wildland fire season.
- Equipped with the minimum NFDRS sensor complement (see page 4).
- Meets minimum quality assurance requirements (see page 1).
- 24-hourly readings are delivered to the Weather Information Management System (WIMS) hourly via GOES through WFMI Weather.
- NFDRS calculations are processed regularly in WIMS delivering historical data to the Fire and Aviation Management Web Applications (FAMWEB) data warehouse.
- (Optional) winterized rain gauge (weighing gauge, heated gauge, etc.).

NFDRS – **Seasonal Data Collection Stations** – Includes all permanent 24-hour observing stations that meet the following criteria:

- Operates to minimum standards to support designated wildland fire season (can operate 12 months or less).
- Equipped with the minimum NFDRS sensor complement (see page 4).
- Meets minimum quality assurance requirements (<u>see page 1</u>).
- 24-hourly readings are delivered to WIMS hourly via GOES through WFMI Weather during seasonal operational period.
- NFDRS calculations are processed regularly, during seasonal operational period, in WIMS delivering historical data to the FAMWEB data warehouse.

Other – Includes all resource, special purpose, portable (non-fire) and miscellaneous stations that provide accurate weather data but do not meet the fire weather station standards.

Note: The minimum NFDRS standard is the Seasonal Data Collection Station.

WIMS Identification Numbers

Any permanent RAWS station that is intended to be used for NFDRS purposes needs to obtain a WIMS identification number through the servicing Geographic Area Predictive Services unit. The physical station owner will coordinate with the local dispatch organization to identify a WIMS station owner. The WIMS station owner will contact Predictive Services to obtain a WIMS identification number and set up the station profile in WIMS. Once the station is established in WIMS, the WIMS station owner will assign personnel to conduct daily observation verification and NFDRS processes.

Telemetry Policy

The following telemetry and input standardization **ONLY affects stations in support of NFDRS**.

All stations designated for NFDRS use will deliver data to WFMI Weather via GOES Satellite telemetry and send to WIMS on at least an hourly basis. The GOES transmitter and format used must be compatible with the WFMI Weather system.

GOES telemetry is the minimum standard; however, station owners may apply additional telemetry options as desired at the local level.

National Environmental Satellite, Data, and Information Service Identifiers (NESDIS ID):

This is an eight digit alphanumeric identification number assigned by the National Oceanic and Atmospheric Administration (NOAA) that becomes the RAWS identification number, such as 234567EO. NESDIS identifiers are assigned to every NFDRS RAWS, as well as many portable RAWS, which allows them to transmit data to the GOES satellites. The NESDIS ID is critical metadata for every station and that identifier ties the RAWS to a specific location on earth in latitude/longitude. The proper assignment and tracking of NESDIS IDs is critical. Inappropriate assignment or reassignment of NESDIS IDs can result in misdirected weather data and conflicting metadata.

Interagency policy and guidelines for assignment of NESDIS IDs shall be:

- NESDIS identifiers should not be changed unless there is a compelling reason to change them.
- Any change in NESDIS IDs for existing NFDRS RAWS requires a change in WIMS and the appropriate station owner in WIMS must be consulted prior.

• NESDIS IDs are not unique for any agency per the Satellite Telemetry Interagency Working Group (STIWG). Hence there is no need to assign any special set of identifiers for any given agency.

Note: For additional information on how to obtain or change a NESDIS ID, please contact the RAWS Depot at rawshelp@blm.gov.)

Operational Period

The optimal operating period for all weather stations used for the NFDRS is year-round. However, the minimum operational period is dictated by the following:

- A minimum 30-day start-up period prior to the need for NFDRS indices (for example, the wildland fire season as designated by the local manager, region, or geographic area coordination center) is required for each seasonal weather station to properly calibrate the model.
- Annual fluctuations in season length and use of the visual greenness (available on the Wildland Fire Assessment System [WFAS] home page) or Growing Season Index images (both available on the U.S. Forest Service Wildland Fire Assessment System page at http://www.wfas.net) is recommended to assist the local or regional fire manager.

The following guidelines are recommended for any use of a weather station for NFDRS that is not owned by the requesting user.

- Notify the physical and/or WIMS station owner that you are using this station for NFDRS or other applications.
- When a longer operating season is required by an adjoining unit, the non-owning user should assist in the management of that station, including any additional costs for operation or maintenance.

Sensor and Data Requirements

NFDRS Station Minimum Sensor Complement

NFDRS requires hourly measurements of precipitation duration and amount. In addition, an instantaneous air temperature reading will be taken each hour. Ten minute averages will be computed for the following variables: relative humidity, wind direction, and wind speed. Solar radiation will be recorded over a 60-minute average. Detailed data sampling requirements are listed under each specific sensor/instrument in the subsections below.

Note: Regarding automatic fuel temperature/moisture measurements, the Fire Danger Subcommittee has recommended that a fuel moisture value be obtained from an automatic model. Solar radiation sensors will eventually provide input to the model to produce derived fuel moisture/fuel temperature values reflective of actual conditions. Fuel moisture 'stick' sensors are not required for NFDRS calculations; however, data from these sensors are currently utilized by a variety of user groups for fire applications.

GOES telemetered station sensor update readings will coincide with the assigned transmission time. The instantaneous readings must be taken within the 5 minutes up to and including the transmission time. Further, if 10-minute averages are taken, the sensor average readings must be taken within the 15 minutes prior to the assigned GOES transmission time. Example: if a station transmits to GOES at 45 minutes past the hour, the sensor's instantaneous readings must be taken between 40 and 45 minutes past the hour and the averaged readings must be initiated between 30 and 35 minutes past the hour.

Sensor data must transmit in English units.

Rain Gauge

Precipitation is the amount of water falling upon the earth as rain or in frozen form such as snow, sleet, or hail. It is expressed as the depth of water that would cover a flat surface. Rainfall output will be the cumulative total of rainfall for the rain year determined by the agency or maintenance cycle. Year-round precipitation information is not necessary for NFDRS. (Reference classification sections of this document for either NFDRS or manual stations for additional information). However, if the station reports year-round and the user determines the need for collecting year-round precipitation information, a winterized gauge (heated gauges, weighing-gauge, etc.) may be necessary.

Note: Stations without winterized precipitation gauges will often show a large rain event in early spring due to normal thawing cycles.

Sensor Standard

Sampling Height 1-6 feet, varies with mounting tower

Measurement Units Inches

Range 00.00 through 99.99 inches

Resolution .01 inches

Accuracy +/- .02 inches from 900 ml over 20 minutes

Data Standards

Type Measurement Continuous cumulative measurement

Data Logged Hourly
Data Format XX.XX

Wind Speed

Wind speed (WS) is the rate at which air passes a given point.

Sensor Standards

Sampling Height 20 feet

Measurement Units Statute miles per hour
Range 0-100 miles per hour
Resolution 1 statute mile per hour

Accuracy +/- 5% of reading

Data Standards - 10-Minute Average

Type of measurement 10-minute average from no less than 600 samples

Data Logged Hourly
Data Format XXX

Optional Measurement - Peak WS - Data Format Standards

Type of Measurement Maximum speed for previous 60 minutes from no less than 720 samples

Data Logged Hourly
Data Format XXX

Wind Direction

Wind direction (WD) refers to the direction from which the air is moving.

Sensor Standards

Sampling Height 20 feet

Measurement Units Degrees from true north

Range 0-360 degrees

Resolution 1 degree

Accuracy +/- 5 degrees

Data Standards - 10 Min Average

Type of Measurement 10-minute average from no less than 600 samples

Data Logged Hourly

Data Format XX

Optional Measurement - Peak WD - Data Format Standards

Type of Measurement Direction at peak wind speed

Data Logged Hourly
Data Format XXX

Air Temperature

Air temperature refers to the air surrounding the weather station instrumentation.

Sensor Standards

Sampling Height 4-8 feet

Measurement Units Degrees Celsius or Fahrenheit Range

-50 to +60 degrees Celsius

-58 degrees to +140 degrees Fahrenheit

Resolution 1° Fahrenheit

1° Celsius

Accuracy +/- 1° Fahrenheit +/- .6° Celsius

Data Standards

Data Logged Hourly
Data Format XXX

Relative Humidity

Relative humidity is the percentage ratio of the actual amount of water vapor in the air to the amount of water vapor required for saturation at existing temperature.

Sensor Standards

Sampling Height 4-8 feet
Measurement Units Percent
Range 0-100%
Resolution 1%

Accuracy 0-80% - +/- 2.00% at 25 degrees Celsius

80-100% - +/- 5% at 25 degrees Celsius

Data Standards

Type of Measurement 10-minute average from no less than 600 samples

Data Logged Hourly
Data Format XXX

Battery Voltage

Battery voltage is the Data Collection Platform (DCP)/Datalogger battery current voltage. This item is recorded for remote troubleshooting and data validation purposes.

Data Standards

Range 0-15 Volts (11.8 considered minimum)

Accuracy .1 Volts

Type of Measurement Instantaneous

Sample Interval Hourly
Data Format XX.X

Solar Radiation

Solar radiation is the amount of sunlight energy delivered to local fuels.

Sensor Standards

Sampling Height 5-8 feet (to prevent shading during the day)

Measurement Units Millivolts
Resolution 1 Millivolt

Output Watts per meter squared

Accuracy +/- 5% (Under most normal daylight conditions)

Data Standards

Type of Measurement 60 minute average taken from 60 samples prior to transmission

Data Logged Hourly
Data Format XXXX

Sensor Reading Order

All sensors are programmed in the following standard order:

Order	Sensor Name	SHEF Code
01	Rainfall	PC
02	10-Min. Avg. Wind Speed	US
03	10-Min. Avg. Wind Direction	UD
04	Air Temperature	TA
05	Fuel Temperature*	MT
06	10-Min Avg. Relative Humidity	XR
07	Battery Voltage	VB
08	Fuel Moisture*	RD
09	Peak Wind Direction	UX
10	Peak Wind Speed	UG
11	Solar Radiation	RD

All sensors with the exceptions of those marked by an asterisk (*) are required by NFDRS. If fuel moisture and/or fuel temperature sensors are not used, the order moves up accordingly. Additions to the standard required sensor complement will be facilitated on a case-by-case basis. All other non-NFDRS sensors will be transmitted after Solar Radiation. Check with the Remote Sensing/Fire Weather Support Unit (RSFWSU) to ensure your program is compliant with WFMI Weather/WIMS. The RSFWSU is operated by the Bureau of Land Management (BLM) as an interagency weather station repair and maintenance facility located in Boise, ID.

Universal Time Coordinated (UTC)

The station must stay synchronized with coordinated universal time. GPS units are required for hourly (or more frequent) GOES transmissions. Readings from these receivers are not required as part of the data stream.

Site Selection/Relocation

The RAWS Network Analysis

In 2010, NWCG commissioned the Desert Research Institute (DRI) to complete a study that addressed the question: what is the appropriate RAWS network? The report is fire-centric and provided an analysis of existing NFDRS RAWS in WIMS and Automated Surface Observing System (ASOS) weather stations that can be used as an aid when making decisions pertaining to the placement or movement RAWS weather stations.

The report stressed that it is best to think of the RAWS network not in terms of size, but rather agency mission. The network has grown through a need to acquire weather information and add value by determining fire danger, fire behavior, etc. RAWS serve in both capacities of point data and weather grids, and provide unique value by representing geographic areas not generally covered by other networks. Uses of the network and the combination of the metrics provided in the study along with local knowledge should serve as guides. Consider the following information found in the report.

If consideration is being given to moving or removing a station, the various station attributes that comprise the RAWS Uniqueness Index (RUI) should be considered in addition to local knowledge including established documents such as Fire Danger Operating Plans. It is probably best to compare index values within GACCs, rather than across the country as a whole. Low index values arise due to one or more quantitative attributes of the station, but low values do not necessarily mean a bad station. It is important to examine all of the input index values comprising the RUI. For example, a high terrain complexity score suggests that the station is measuring across a rapidly changing climate environment due to elevation differences. A high data denial score should be used as an indication that removing a station will have adverse effects on gridded weather and related fields such as fire danger. This may be due to removing the station in the data denial experiment and/or there is a relatively larger horizontal and/or vertical separation to the next station.

• If interest exists in adding a station, the gap maps shown in Appendices 1-10 of the analysis, What is the Appropriate RAWS Network, PMS 1003 (https://www.nwcg.gov/publications/1003), are based on an IDI analysis. These should be used to help assist locating the new site. Zero IDI values on the map show areas of data void (no RAWS representation on the RAWS maps; no RAWS or ASOS representation on the RAWS+ASOS maps); the grid would be improved if areas with low index values had more stations. Utilizing GIS layers, the IDI values can be overlaid on top of other variables such as values at risk, vegetation, agency boundaries, etc. to assist in determining new station locations.

Process for Installing a New or Moving an Existing Station

- 1. When installing a new or moving an existing station, it is particularly important to involve the National Weather Service (NWS) fire weather and Predictive Services meteorologists along with other interagency wildland fire personnel, as appropriate, in determining a new site or relocating an existing station.
- 2. Contact your agency and/or regional RAWS coordinator. To get help from your national coordinator, go to the National Interagency Fire Center Interagency Remote Automatic Weather Stations web page, https://raws.nifc.gov/raws-interagency-contacts. It is particularly important to contact your agency weather station coordinator when moving an existing station in order to maintain integrity of historical data. If an existing station has been moved, relocation information must be updated in WIMS application to clearly include the fact that the station is reporting from a new location.
- 3. Obtain the following station site information: station name, county, elevation, latitude/longitude, and data measurement elements. Complete station information is to be entered in the WFMI Weather database. For latitude and longitude, NAD 83 is the datum standard and the data are to be entered in degrees/minutes/seconds and decimal seconds out to the nearest hundredth (two decimal places). Ensure the station data entered into WFMI Weather and WIMS are identical.
- 4. Stations that will be used for NFDRS calculations will need to obtain a 6-digit weather station identification number (also referred to as NWS/WIMS station ID number) for your station through your Geographic Area Coordination Center (GACC) Predictive Services unit.
- 5. Transmission via GOES satellite requires a National Environmental Satellite Data Information Systems (NESDIS) Identification Number. Contact the RAWS Depot at rawshelp@blm.gov.

Site Selection Guidelines

The standard fire weather station should be located in a large, open area away from obstructions and sources of dust and surface moisture. The station should be on level ground where there is a low vegetative cover. Furthermore, it should be situated to receive full sun for the greatest possible number of hours per day during the fire season (generally 0700 to 1900 hours). If located on a slope, a south or west exposure is required to meet fire danger rating standards. (John E. Deeming, 1972).

Consider security from animals and human vandalism when selecting a site. To prevent any damage from wildlife, livestock etc., installation of a fence is highly recommended.

The following rules govern the location of an NFDRS fire weather station:

- Locate the station in a place that is representative of the conditions existing in the general area of concern. Consider vegetative cover type, topographic features, elevation, climate, local weather patterns, etc.
- Select a site that will provide for long-term operation and a relatively unchanged exposure.
 Consider site development plans, e.g., roads, buildings, parking areas; ultimate sheltering by growth of vegetation; and site accessibility during the intended operational period.
- Arrange the station so as to give data that is representative of the area in which the station is situated. Consider exposure requirements for each instrument in relation to such things as prevailing winds, movement of the sun, topography, vegetative cover, nearby reflective surfaces, and wind obstructions.

In accordance with the above rules, the following situations should be avoided when selecting a station site:

- **Sources of dust** such as roads and parking areas. If unavoidable, locate station at least 100 feet on the windward side of the source.
- **Sources** of surface moisture such as irrigated lawns, pastures, gardens, lakes, swamps, and rivers. If unavoidable, locate station several hundred feet to the windward side of the source.
- Large reflective surfaces such as white painted buildings. The same holds for natural reflective surfaces such as lakes, ponds, canals, and large rock surfaces. If unavoidable, locate station on north side, but far enough away so as not to be artificially shaded or influenced (at least a distance equal to the height of the reflective surface or 50 feet, whichever is greater).
- Extensively paved or black-topped areas. If unavoidable, locate station at least 50 feet to the windward side.
- Large buildings, trees, and dense vegetation. Locate station at least a distance equal to the height of the obstruction. Ideally, when dealing with tall, dense vegetation the station should be located a distance that is equal to seven times the height of the obstructing vegetation.
- Distinct changes in topography such as gullies, peaks, ridges, steep slopes, and narrow valleys.

Site Relocation Guidelines

- Stations that do not meet the siting guidelines should be considered for relocation according to the process outlined above.
- When moving an existing station, regardless of distance moved, Predictive Services must be contacted to assist in the entire administrative process and to make contact with interagency partners and other users. It is particularly important to contact your agency weather station coordinator when moving an existing station in order to maintain integrity of historical data. Station relocation information must be updated in WFMI Weather by the person with MaintEdit Role for the station, WIMS by the station owner, and the Western Regional Climate Center (WRCC) by emailing wrcc@dri.edu to clearly include the fact that the station is reporting from a new location. It is important to remember that the function of the GPS unit on the RAWS station is not to store and/or transmit location data but to synchronize of transmission times.

A WIMS station ID number must be changed if:

- The station is moved to a significantly different elevation or distance from the original station location.
- The station is moved across a county boundary.

Other considerations when moving a station with regard to changing WIMS station ID numbers include the following:

- The station is moved into an area of different exposure (for example shading, wind obstructions, etc.).
- The station is moved into an area of different topography.

A new NESDIS ID is not required for a move, but station location metadata must be kept as accurate as possible. The appropriate person should enter/change that information in WFMI Weather as soon as appropriate.

Note: Agencies that are considering buying a new weather station for use in NFDRS should consult the local National Weather Service, Predictive Services and other interagency partners. A consensus among these groups will ensure the interagency NFDRS station network is adequate and limit the cost of needless station overlap.

Tower Specifications

As identified within this standard, NFDRS Weather Stations may be located in very remote and rugged locations. These stations are or will be either permanent or semi-permanent sites. Some sites will be operated for 12 months a year in severe environmental conditions.

There are several types of towers that incorporate NFDRS sensor complements. Installation of these towers should be in accordance with manufacturer's specifications. Agency safety regulations apply to tower climbing. If a tower is "climbable," it must meet all applicable agency and Occupational Safety and Health Administration (OSHA) regulations for climbing criteria (see OSHA manuals 1926.32, 1910.66 and 1910.268), located at the OSHA Laws and Regulations site at https://www.osha.gov/law-regs.html.

The positioning of the tower is very important, and if positioned properly, greatly increases the speed of installation and future maintenance actions. Alignments, leveling and structural strength are the primary concerns with all types of tower and instrument installations.

Therefore, any tower that is used must be very sturdy, rugged and robust. Towers come in free standing, guyed, or portable configurations. Only guyed or freestanding towers should be used for NFDRS purposes. It should be noted that guyed towers may have additional construction costs at the site to facilitate excavation for concrete mounting pier and concrete anchor blocks.

If a guyed tower does not meet OSHA climbing specifications, it must have a tilting base. This will permit the tower to be laid over close to the ground to service all sensors. All non-climbable towers will have provisions (tilting or pivoting mast) for ground level service of instrumentation by maintenance personnel **or** be accessible by freestanding ladder, lift truck, or bucket lift without contacting the tower. They also must provide adequate support and footing for technical staff to service and inspect all sensors while they are in place.

Ensure that towers have adequate mounting locations, facilities, and hardware availability to mount all sensors securely to the tower and their respective locations and heights. Severe conditions, e.g., ice loading, deep snow, high winds, may be normal for this equipment.

General Tower Specifications

- Survive 125 miles per hour winds.
- No horizontal or vertical movement (sliding once installed).
- Withstand snow loads of typical high mountain locations, if station is located in an area susceptible to these conditions.
- Support technical personnel on the tower while servicing all sensors.
- Provide adequate mounting surface and locations to meet NFDRS sensor requirements.

Installation

Once a site is selected that meets all of the site guidelines, it can then be prepared for installation of a weather station. Personnel installing weather stations should have attended a Remote Automatic Weather Station (RAWS) maintenance class, or be assisted by trained personnel.

Trained personnel can be located through your agency weather station coordinator.

The following is a list of minimum information from the site that is necessary for station documentation. Other information about your station may also be valuable and can be stored in WFMI Weather:

- Station Name
- Data Collection Platform (DCP)/Datalogger Model
- State
- County
- Agency
- Region
- Unit
- Sub-Unit (if needed)
- Transmitter Manufacturer and Model
- Installation Date
- Maintained by (and/or Point of Contact)
- Phone number/e-mail for Point of Contact
- Contract type
- Elevation
- Latitude (degrees, minutes, seconds)
- Longitude (degrees, minutes, seconds)

Documentation. Installation and maintenance must be documented. It is required to record this information in WFMI Weather and station catalogs in WIMS. Station owners will take digital photos of each NFDRS weather station looking toward the station from each of the four cardinal directions in accordance with the requirements posted on the Desert Research Institute site at http://www.raws.dri.edu/documents/2006_09_30_Photography_SOP.doc, and submit them for posting to Western Region Climate Center at wrcc@dri.edu. Photos should be updated every three years at a minimum. A hard copy folder will be kept for each station by the station owner. In this folder should be photos of the area and station, a map, and the information printout from WFMI Weather and WIMS.

System Alignment and Leveling

The tower, GOES antenna and wind direction are aligned from true north. It is important to include your local magnetic declination (east or west) readings when aligning the tower, GOES antenna, wind direction sensor, etc.

Once the tower has been aligned, it must be leveled. Once leveled, the tower should be staked to the ground. Staking the legs prevents the tower from being moved inadvertently in the installation process and during future maintenance visits.

Wind speed/wind direction (WS/WD) – Install according to manufacturer instructions. For NFDRS, these will be mounted at 20 feet. Pay special attention so that the WD sensor is oriented properly, is level and gives correct readings. Route data cable in accordance with manufacturer's instructions.

Using the mounting bracket supplied by the manufacturer, attach the **tipping bucket** using the leveling indicator attached to the sensor.

Antenna (GOES, cell-phone, radio-voice) – Assemble in accordance with manufacturer's instructions. The GOES antenna should be properly aligned for azimuth and elevation. Antenna alignment is accomplished using the compass and inclinometer. Remember to compensate for declination if required.

Solar panel – Mount with a southerly exposure to maximize solar energy input.

Solar radiation sensor – Install and level according to the manufacturer's instructions. Mount the instrument on the tower ensuring that it is not shaded by the tower, cables or instruments at any time of the day. For example, in the case of a standard tri-legged tower, the instrument should be mounted in the middle of the top west rail of the tower.

Structural Integrity

All **cables** should be routed from their respective sensors to the DCP/Datalogger. Care should be taken in routing the cables to provide strain relief wherever required to prevent cable damage. When routing the cables, provide enough slack at both ends to permit a drip loop for moisture dissipation. When cable routing is complete, secure all cables to the tower using cable ties.

Inspect all cables and ensure that rubber O-rings are used at both ends to make watertight seals. Consider "shielded" cables (metal conduit, PVC tubing) for protection from the elements and animals.

Ensure that all guy wiring is secured and tight. Ensure that the anchor rods are secured in order to prevent the tower from moving. Make sure all tower hardware is properly tightened. The RAWS system is now ready for systems checkout for operational accuracy.

Lifecycle Management

As with any capital investment equipment, a lifecycle management plan for the weather station network should be in place and budgeted for. Ten years is the recommended life-cycle rotation for weather station equipment.

Station Maintenance Policy

Annual Maintenance

Annual service of NFDRS RAWS stations will provide an opportunity to ensure general station integrity, perform necessary preventative maintenance, and replace sensor and components prior to expiration of their calibrated lifetimes.

In order to ensure accurate weather readings, a program of annual RAWS maintenance/calibration is required (+/- 45 days from installation or previous year's maintenance date). Every NFDRS RAWS must receive, at a minimum, one annual onsite maintenance visit by either the local user or contracted personnel to ensure sensors are within calibration standards, and verify site and station conditions. Service contracts for this purpose can be requested through the RSFWSU at https://raws.nifc.gov/remote-sensing-fire-weather-support-unit-statement-services or any vendor that will meet the national standards for field or depot-level service as described in this document.

The site inspection also allows for maintaining vegetation growth or mitigating other site parameters (for example, new irrigation systems, buildings) that may be compromising site integrity. It is important to keep vegetation trimmed at the surface to ensure it doesn't block wind and air flow to sensors. Reasonable attempts must be made to keep the site in accordance with siting guidelines. If there are regulations prohibiting appropriate site maintenance required to provide representative data, develop a plan to bring the station into compliance. This could be done by obtaining any necessary special authorizations to manage vegetation, or in the most unfavorable case, moving the station. If sites are considerably compromised, it is critical to document this in the station metadata, including photographs, so that users of the data have the opportunity to assess its value to them.

Unscheduled Maintenance / Emergency Repair

Local land managers are responsible for monitoring the quality of the data produced by the weather stations in their fire response area. In the event of system failures, bad data, or questionable data, it is the responsibility of the station owner to initiate corrective action.

- 1. Year-round response time to GOES systems time drift will be immediate unless it is determined that there is no interference with another station. Validation of interference can be made through the RSFWSU Help Desk.
- 2. All other NFDRS station failures will be responded to as appropriate in light of the following:
 - a. Bad data affects the outputs of the model immediately. Responses to bad data, during fire season where the station is located, should be initiated immediately. Failures that occur outside fire season will be repaired before the station is initiated for the following fire season.
 - b. During fire season, action must be taken to respond to missing data as soon as possible, but no more than three days.

Annual Maintenance and Sensor Replacement Standards

Sensors and key components of an NFDRS RAWS station must be recalibrated or replaced on a regular basis to ensure the collection of consistent and reliable weather data throughout the NFDRS RAWS network. Annual service of NFDRS RAWS stations will provide an opportunity to ensure general station integrity, perform necessary preventative maintenance, and replace sensors and components prior to expiration of their calibrated lifetimes. The entries for specific equipment below outline yearly preventative maintenance, as well as minimum replacement times for each component. Minimum replacement time represents the optimum time to change any individual component. The servicing personnel may perform this function within +/- 45 days of the yearly expiration date to meet NFDRS maintenance requirements.

Field Service

Tipping Bucket – Remove cover. Clean cover and orifice to ensure free flow of water. Do not disassemble further. Check all connections and verify that the instrument is level. Unless the rain year is reset automatically by the DCP/Datalogger on a certain date each year, reset the tipping bucket to 00.00. Then simulate .5 inch of rain over 5 minutes and validate that it was recorded by the DCP/Datalogger.

Minimum Field Validation – Yearly Minimum Depot Calibration/Replacement – 3 Years

Wind Speed – Check for damage and alignment of cups, ice skirt and free movement of bearings. Ensure nut is secure on RM Young sensor.

Minimum Calibration/Replacement – 2 Years

Wind Direction – Check for damage of pointer and feather, free movement of bearings. Manually rotate the sensor through each of the four quadrants and scan the data for accuracy.

Minimum Calibration/Replacement – 2 Years

Ultrasonic Wind Speed/Wind Direction – No calibration required, clear any obstruction between arms of transducers.

Relative Humidity/Air Temperature – Do not open; not field serviceable.

Minimum Calibration/Replacement - Yearly

Battery – Perform a voltage test. Replace batteries according to manufacturer recommendations or if you suspect problems. Some manufacturers recommend yearly, others recommend every three years.

Minimum Replacement – As necessary "D" cell (Supplemental Power) – Yearly

GOES Antenna – Check for broken, loose, or bent elements, proper alignment, and connectors for corrosion.

Minimum Calibration/Replacement - As needed

Cables – Check for cracking, deterioration, corrosion, proper routing, and security. Ensure O- rings are installed on all connectors. Replace as required for corrosion, aging, etc. Treat all connectors with moisture inhibitor (if required by manufacturer).

MINIMUM CALIBRATION/REPLACEMENT – As needed

Tower – Check for structural damage, proper alignment, and leveling. Be aware of potential risk to safety when dealing with a potentially damaged tower, e.g., tower rust, corrosion, cable fray, etc.

MINIMUM CALIBRATION/REPLACEMENT – As needed, if structure is compromised or as per manufacturer's specifications

DCP/Dataloggers – Check for security, damage, and ensure that all cables are properly connected. Verify the unit has the most recent version of the software or firmware installed. Change out as needed, e.g., defective, evidence of moisture, corrosion, rust, etc.

MINIMUM CALIBRATION/REPLACEMENT – As needed or in accordance with manufacturer's specifications

Solar Radiation – Sensor must be cleaned periodically using only *water* and/or a mild detergent such as dishwashing soap.

MINIMUM CALIBRATION/REPLACEMENT – 3 Years

Depot Sensor Calibration Standards

The depot or vendor's maintenance facility under contract will rehabilitate and calibrate sensors to the specifications contained in this document.

Sensor Documentation – A maintenance history record shall be kept for each component that is repaired/calibrated by any depot facility under contract. These records are kept on file by serial number and used by depot and agency staff for spotting systematic problem areas that may have impact on the program. The documentation is useful in working to develop better quality products.

Test Equipment – The test equipment and associated tools used during depot sensor calibration routines shall follow a general practice of "Traceability protocol" based on standards maintained by the National Bureau of Standards (NBS). This results in claims of calibrations that are "traceable to NBS."

Documentation

Complete station information (location, elevation, data measurement elements, etc., will be captured in the WFMI Weather database. For latitude and longitude, North American Datum 22 (NAD83) is the datum standard to be used and be recorded in degrees, minutes and seconds.

WFMI Weather users should initiate coordination with WIMS users (if not the same person) to ensure that location information matches precisely in both systems. It is especially important that this happen before WIMS managers generate the enhanced location information in WIMS.

Annual maintenance and emergency repair will be documented in WFMI Weather. It is the responsibility of every person who visits the site to ensure that WFMI Weather is updated and reflective of the condition of the station. This will include, at a minimum:

- Maintenance date (for example, date that relative humidity/air temperature was changed/calibrated).
- Specific sensors and serial numbers of those sensors (documented in WFMI Weather or other appropriate database).
- A narrative of the site visit, including the date of the visit, the personnel at the site and what maintenance was accomplished.

The station owner will also maintain an electronic and/or hard copy of the documentation file for each station. This will include photos, site access instructions, purchase history and other relevant information.

Note: WFMI is the system of record for all RAWS metadata. Basic NFDRS station metadata consists of latitude, longitude, station name, national weather service identifier, NESDIS identifier, elevation and aspect. This basic information will be shared with many other systems and it is critical that it be accurate.

Fire RAWS Standards and Guidelines

Introduction

By definition, a Fire RAWS is a portable RAWS that conforms to standards of data collection and maintenance specified in this publication. Fire RAWS are used in planned ignitions, wildfires, and on other incidents and projects to relay current weather information representative of an area of interest. Fire RAWS are extremely beneficial to fire managers as they represent micro-scale climate and weather patterns within a small geographic area. Incident Meteorologists (IMETS) and local users rely on the information from Fire RAWS to help them determine and predict small scale weather features. These forecasts are critical to firefighter safety, fire behavior forecasts, and daily decisions regarding resource placement, appropriate suppression response and strategic decisions.

Portable Fire RAWS resources include 75 National Fire Equipment System (NFES) Incident RAWS (IRAWS) Kits (NFES order #5869) held at Great Basin Cache in Boise, Idaho, and more than 400 agency-owned portable RAWS units located in various locations. National standards for Fire RAWS reduce the risk of bad data, malfunctioning sensors or stations, and potential for poor decisions based on misrepresentative data, and provide the greatest opportunity for success. In order to foster a more effective and efficient use of Fire RAWS and to mitigate the risk of potential bad data, the Fire Weather Subcommittee in conjunction with the RAWS Partners Group established national standards for Fire RAWS in May 2008.

Sensor and Data Requirements

Fire RAWS standards are established to ensure a reliable level of data quality is available to wildland fire management operations, and do not apply to portable RAWS used for non-fire management uses. Due to the mobile and transient nature of their deployments, Fire RAWS data are not suitable for NFDRS applications. These Fire RAWS standards are minimum requirements, and may be exceeded where appropriate.

Stations that are portable, mobile, or are sometimes referred to as "quick deploy" should have such an indicator in their name in WFMI Weather (for example, Los Padres Portable #1). This helps other "downstream" users understand that these stations should not be considered for any long-term study or use.

Standards for Required Sensors and Data

Sensor data must transmit in English units.

Wind Speed

Wind speed is the rate at which air passes a given point.

Sensor Standards

Resolution

Sampling Height 6 feet or higher

Measurement Units Statute miles per hour Range 0-100 miles per hour

Accuracy +/- 5% of reading

<u>Data Standards – 10-Minute Average</u>

Type of measurement 10-minute average from no less than 600 samples

1 Statute mile per hour

Data Logged Hourly
*Data Format XXX

Optional Measurement – Peak WS - Data Format Standards

Type of Measurement Maximum speed for previous 60 minutes from no less than 720 samples

Data Logged Hourly
*Data Format XXX

Wind Direction

Wind direction refers to the direction from which the air is moving.

Sensor Standards

Sampling Height 6 feet or higher

Measurement Units Degrees from true north Range 0-360 degrees

Resolution 1 degree

Accuracy +/- 5 degrees

<u>Data Standards – 10 Minute Average</u>

Type of Measurement 10-minute average from no less than 600 samples

Data Logged Hourly
*Data Format XXX

Optional Measurement – Peak WD - Data Format Standards

Type of Measurement Direction at peak wind speed

Data Logged Hourly
*Data Format XXX

Air Temperature

Air temperature refers to the air surrounding the weather station instrumentation.

Sensor Standards

Sampling Height 4-8 feet

Measurement Units Degrees Fahrenheit or Celsius Range

-58 degrees to +140 degrees Fahrenheit

-50 to +60 degrees Celsius

Resolution 1 degree Fahrenheit or .1 Celsius

Accuracy +/- 1 degree Fahrenheit

+/- .6 degree Celsius

Data Standards

Data Logged Hourly
*Data Format XXX

Relative Humidity

Relative humidity is the percentage ratio of the actual amount of water vapor in the air to the amount of water vapor required for saturation at existing temperature.

Sensor Standards

Sampling Height 4-8 feet

Measurement Units Percent

Range 0-100 %

Accuracy 0-80% - +/- 2.00% at 25 degrees Celsius

1 %

80-100% - +/- 5% at 25 degrees Celsius

Data Standards

Resolution

Type of Measurement 10-minute average from no less than 600 samples

Data Logged Hourly
*Data Format XXX

Standards for Optional Sensors and Data

Rain Gauge - Optional

Precipitation is the amount of water falling upon the earth as rain or in frozen form such as snow, sleet, and hail. It is expressed as the depth of water that would cover a flat surface. Rainfall output will be the cumulative total of rainfall for the rain year determined by the agency or maintenance cycle. However, if the station reports year-round and the user determines the need for collecting year-round precipitation information, a winterized gauge (heated gauges, weighing-gauge, etc.) may be necessary. (Please note that stations which do not have winterized precipitation gauges, will often show a large rain event in early spring due to normal thawing cycles.)

Sensor Standards

Sampling Height 1-6 feet, varies with mounting tower

Measurement Units Inches

Range 00.00 through 99.99 inches

Resolution .01 inches

Accuracy +/- .02 inches from .900 ml over 20 minutes

Data Standards

Type of Measurement Continuous cumulative measurement

Data Logged Hourly
*Data Format XX.XX

Battery Voltage - Optional

Battery voltage is the DCP/Datalogger battery current voltage. This item is recorded for remote troubleshooting and data validation purposes.

Data Standards

Range 0-15 Volts

Resolution 1 Volt

Accuracy +/- .1 Volts

Type of Measurement Instantaneous

Sample Interval Hourly
*Data Format XX.X

Solar Radiation – Optional

Solar radiation is the amount of sunlight energy delivered to local fuels.

Sensor Standards

Sampling Height 4-8 feet (so not to be shaded during the day)

Measurement Units Millivolts
Resolution 1 Millivolt

Output Watts per meter squared

Accuracy +/- 5%

Data Standards

Type of Measurement 60 minute average taken from 60 samples prior to transmit

Data Logged Hourly
*Data Format XXXX

Fuel Temperature – Optional

Fuel temperature is a temperature reading embedded within a standard pine dowel, fully exposed to sunlight, above a representative fuel bed.

Sensor Standards

Sampling Height 10-12 inches

Measurement Units Degrees Fahrenheit or Celsius Range

14 to 140 degrees Fahrenheit

10 to 60 degrees Celsius

Resolution 1 degree Fahrenheit or Celsius

Accuracy +/- 1 degree Fahrenheit or Celsius

Data Standards

Type of Measurement Instantaneous

Data Logged Hourly
*Data Format XXX

Fuel Moisture - Optional

Fuel moisture is the % weight of water particles present in a 100-gram '10-hour' Ponderosa pine dowel stick.

Sensor Standards

Sampling Height 10-12 inches, or as recommended by manufacturer

Range 0-25 grams

Resolution 1.0%

Accuracy 0-12% FM +/-1.9% 12-30% FM +/- 3.6%

> 30% FM +/- 16%

Data Standards

Type of Measurement Instantaneous

Data Logged Hourly
*Data Format XXX

Barometric Pressure - Optional

Barometric pressures measures the force exerted by the weight of the atmosphere per unit area, adjusted for elevation.

Sensor Standards

Sampling Height As recommended by manufacturer

Measurement Units Inches Mercury (Hg)
Range 23.60 to 32.50 Hg

Accuracy $\pm -0.02 \,\mathrm{Hg}$

Data_Standards

Type of Measurement Instantaneous

Data Logged Hourly
*Data Format XXX

Radio Alert Function (optional)

The Incident RAWS Kit (NFES #5869) has a radio voice alert function that can broadcast current weather information upon either interrogation or detection of pre-set parameters. This function should be adjusted to user requirements. Other commercially available equipment may also offer this feature, and should also be adjusted to local requirements.

^{*}For those Fire RAWS that report via GOES, data format and transmission requirements are the same as NFDRS stations.

Site Selection

Specific fire management and/or incident requirements may dictate site selection to setup a Fire RAWS. This should always be done in coordination with appropriate personnel. The general rule of thumb would be to locate the Fire RAWS in the area of specific concern.

Site Selection Guidelines (typical deployment)

Fire RAWS generally should be located in a large, open area away from obstructions and sources of dust and surface moisture. Consider security from animals and human vandalism when selecting a site. The following are guidelines for a typical fire management operation:

- Locate the station in a place that is representative of the conditions existing in the specific area of concern. Consider vegetative cover type, topographic features, elevation, local climate and weather patterns, etc.
- Deploy the Fire RAWS so as to give data that is representative of the specific area in which the project or wildland fire is located. Consider exposure requirements for each instrument in relation to such things as prevailing winds, movement of the sun, topography, vegetative cover, nearby reflective surfaces, and wind obstructions. Recommendations for station deployment:
 - o Deploy a station where it represents the average conditions for your concerns.
 - o If an additional Fire RAWS is available, it may be beneficial to deploy it in an area that represents worst-case conditions.

In accordance with the above rules, the following situations would generally be avoided when selecting a station site:

- **Sources of dust** such as roads and parking areas. If unavoidable, locate station at least 100 feet on the windward side of the source.
- **Sources of surface moisture** such as irrigated lawns, pastures, gardens, lakes, swamps, and rivers. If unavoidable, locate station several hundred feet to the windward side of the source.
- Large reflective surfaces such as white painted buildings. The same holds for natural reflective surfaces such as lakes, ponds, canals, and large rock surfaces. If unavoidable, locate station on north side, but far enough away so as not to be artificially shaded or influenced (at least a distance equal to the height of the reflective surface or 50 feet, whichever is greater).
- Extensively paved or black-topped areas. If unavoidable, locate station at least 50 feet to the windward side.
- Large buildings. Locate station at least a distance equal to the height of the obstruction.

General Fire RAWS Equipment Specifications

Any Fire RAWS unit that is purchased or used must be very sturdy, rugged, and robust.

Requirements include:

- Survive 100 miles per hour winds when properly anchored.
- Withstand extremes of environmental conditions.
- Self-supporting structure with a sturdy tripod frame or other suitable system.
- Portable, easily transportable and easy to deploy.
- Powered by solar panel and/or battery system to allow for "stand alone" remote operations. Battery voltage should be checked periodically. Batteries must be changed every 3-4 years, or as needed.

Note: Prior to demobilization or movement of a Fire RAWS, it is important to consult with neighboring agencies and fire teams. It is possible that others may be using the Fire RAWS data.

Fire RAWS Maintenance Policy

Annual Maintenance

At a minimum, annual service (+/- 45 days) for Fire RAWS must be performed to ensure general system integrity, allow necessary preventative maintenance, and to replace sensors and components prior to expiration of their calibrated lifetimes. Service contracts for this purpose can be requested through the BLM's Remote Sensing/Fire Weather Support Unit (RSFWSU) in Boise, Idaho, or any vendor that will meet the national standards for field or depot-level service as outlined in this document.

A Fire RAWS may be used several times in a one-year period, requiring multiple unpacking and repacking actions. Care must be taken to perform this task, as environmental sensors are sensitive equipment that can easily be damaged and thrown out of calibration. Also, the humidity sensor is particularly susceptible to degradation when exposed to smoky or dusty conditions. When sensors are damaged or degraded by use before the annual service date, it is the responsibility of the Fire RAWS owner to ensure proper maintenance and recalibration is performed before the equipment is redeployed.

Verification of sensor performance with alternate methods (for example, handheld weather meter) is highly recommended. Significant discrepancies may require early maintenance action.

Annual Maintenance and Sensor Replacement Standards

Sensors and key components of a Fire RAWS must be recalibrated or replaced on a regular basis to ensure the collection of consistent and reliable weather data. The entries for specific equipment below outline yearly preventative maintenance, as well as minimum replacement times for each component.

Wind Speed – Check for damage and alignment of cups, ice skirt, and free movement of bearings. Ensure nut is secure on RM Young sensor.

MINIMUM CALIBRATION/REPLACEMENT – 2 Years

Wind Direction – Check for damage of pointer and feather, free movement of bearings. Manually rotate the sensor through each of the four quadrants and scan the data for accuracy.

MINIMUM CALIBRATION/REPLACEMENT - 2 Years

Ultrasonic Wind Speed/Wind Direction – No calibration required, clear any obstruction between arms of transducers.

Relative Humidity/Air Temperature – Not field serviceable; do not open.

MINIMUM CALIBRATION/REPLACEMENT – Yearly

Battery – Perform a voltage test. Replace batteries according to manufacturer recommendations or if you suspect problems. Some manufacturers recommend yearly, others recommend every three to seven years.

MINIMUM REPLACEMENT – Per manufacturer's specification for internal "D" cell (Supplemental Power) – Yearly

GOES Antenna – Check for broken, loose, or bent elements, proper alignment, and connectors for corrosion.

MINIMUM CALIBRATION/REPLACEMENT – As needed

Cables/Wiring – Check for cracking, deterioration, corrosion, proper routing, and security. Ensure Orings are installed on all connectors. Replace as required for corrosion, aging, etc. Treat all connectors with moisture inhibitor (if required by the manufacturer).

MINIMUM CALIBRATION/REPLACEMENT - As needed

Masts/structural members – Check for structural damage, proper alignment, and leveling. Be aware of safety risks when dealing with a potentially damaged structure (for example, rust, corrosion, cable fray, etc.).

MINIMUM CALIBRATION/REPLACEMENT – As needed (or per manufacturer's specifications)

DCP/Datalogger – Check for security, damage, and ensure that all cables are properly connected. Verify the unit has the most recent version of the software or firmware installed. Change out as needed (defective, evidence of moisture, corrosion, rust, etc.).

MINIMUM CALIBRATION/REPLACEMENT – As needed (or per manufacturer's specifications)

Tipping Bucket (optional) – Remove cover. Clean cover and orifice to ensure free flow of water. Do not disassemble further. Check all connections and verify that the instrument is level. Unless the rain year is reset automatically by the DCP/Datalogger on a certain date each year, reset the tipping bucket to 00.00. Then simulate .5 inch of rain and validate that it was recorded by the DCP/Datalogger. Other rain gauge equipment should be maintained to manufacturer's specification.

MINIMUM FIELD VALIDATION – Yearly MINIMUM DEPOT CALIBRATION/REPLACEMENT – 3 Years

Solar Radiation (optional) – Sensor must be cleaned periodically using only *water* and/or a mild detergent such as dishwashing soap.

MINIMUM CALIBRATION/REPLACEMENT - 3 Years

Fuel Temp (optional) – Fuel stick sensor should be checked for obvious cracking, deterioration and security. Not field serviceable; do not open.

MINIMUM CALIBRATION/REPLACEMENT – As needed (or per manufacturer's specifications)

Fuel Moisture (optional) – Fuel stick sensor should be checked for obvious cracking, deterioration and security. Not field serviceable; do not touch or remove wood veneer. Fuel stick should be oriented North/South with screws facing the ground. Optimum height should be 12 inches above the fuel bed and level.

MINIMUM CALIBRATION/REPLACEMENT – Yearly

Barometric Pressure (optional) – Not field serviceable; do not open.

MINIMUM CALIBRATION/REPLACEMENT – As needed (or per manufacturer's specifications)

Depot Sensor Calibration Standards

Any maintenance service under contract will rehabilitate and calibrate sensors to the specifications contained in this document.

Sensor Documentation – A maintenance history record shall be kept for each component that is repaired/calibrated by any maintenance service under contract. These records are kept on file by serial number and used by depot and agency staff for spotting systematic problem areas that may have impact on the program.

Test Equipment – The test equipment and associated tools used during depot sensor calibration routines shall follow a general practice of "Traceability protocol" based on standards maintained by the National Bureau of Standards (NBS). This results in claims of calibrations that are "traceable to NBS".

Documentation

The Fire RAWS owner or maintenance service provider must ensure annual maintenance and emergency repair is documented in WFMI Weather. This will include, at a minimum:

Maintenance date (date that Relative Humidity / Air Temperature was changed / calibrated).

Specific sensors and serial numbers of those sensors (documented in WFMI Weather or other appropriate database).

A narrative of the annual service, including what maintenance was accomplished and any miscellaneous information.

NFDRS Manual Weather Station Standards and Guidelines

Introduction

The traditional, manual-type fire weather stations have been a valuable source of data since their inception in the 1920s (Finklin, 1990). The observations were dependent on the presence of an observer who read the instruments, enter the data on appropriate forms, and communicate the data to a central office. Since the observations were observer dependent, the stations were typically located at an administrative or field office in a valley bottom or at a lookout or guard station at higher elevations.

Station Classifications

This section includes station standards for manual weather stations.

Note: The minimum manual standard is the Seasonal Data Collection Station.

Manual Weather Stations – Includes manual stations providing basic NFDRS inputs to WIMS during operational period. One observation is delivered to WIMS at 1300 hours for every 24-hour period during operating season. There are two types of manual NFDRS weather stations:

Manual – Year Round Data Collection Stations – Includes all permanent stations that meet the following criteria:

- Operates to minimum standards year round to support designated wildland fire season.
- Equipped with the minimum equipment (see page 30).
- Meets minimum quality assurance requirements.
- NFDRS calculations are processed regularly in WIMS delivering historical data to the FAMWEB data warehouse.
- (Optional) winterized rain gauge (weighing gauge, heated gauge, etc.) if necessary.

Manual – Seasonal Data Collection Stations – Includes all permanent 24-hour observing stations that meet the following criteria:

• Operates to minimum standards to support designated wildland fire season (can operate 12 months or less).

- Equipped with the minimum equipment (see page 30).
- Meets minimum quality assurance requirements.
- NFDRS calculations are processed regularly (during seasonal operational period) in WIMS delivering historical data to the FAMWEB data warehouse.

Operational Period

The optimal operating period for all manual weather stations used for the NFDRS is year-round. However, the minimum operational period is dictated by the following:

- A minimum 30-day startup period prior to the need for NFDRS indices (i.e., the wildland fire season as designated by the local manager, region, or Geographic Area Coordination Center) is required for each seasonal weather station to properly calibrate the model.
- Annual fluctuations in season length. Use of the visual greenness or Growing Season Index images (both available on the U.S. Forest Service Wildland Fire Assessment System page, http://wfas.net) is recommended to assist the local or regional fire manager.

Non-owner use. The following guidelines are recommended for any use of a weather station for NFDRS that is not owned by the user.

- Notify the station owner that you are using this station for NFDRS or other applications.
- When a longer operating season is required by an adjoining unit, the non-owning user should assist in the management of that station, including any additional costs for operation or maintenance.

Sensor and Data Requirements

NFDRS Manual Fire Weather Station Minimum Instrument Complement

To provide the data necessary for computing fire danger rating (NFDRS) components and indices, a fire-weather station should contain the following basic equipment:

- Dry bulb and wet bulb thermometers (psychrometer)
- Maximum and minimum thermometers
- Instrument shelter for housing the thermometers
- Anemometer and wind speed readout device
- Wind vane
- Fuel moisture sticks and scale
- Nonrecording rain gauge
- Hydrothermograph

More specific information related to instrumentation for a manual fire weather station can be found in the *Weather Station Handbook – An Interagency Guide for Wildland Managers*, PMS 426-2 (Finklin, 1990).

Rain Gauge

Precipitation is the amount of water falling upon the earth as rain or in frozen form such as snow, sleet, and hail. It is expressed as the depth of water that would cover a flat surface.

Sensor Standards Rim level 36 inches above the ground

Sampling Height Varies
Measurement Units Inches
Range Varies

Resolution 0.01 inches
Accuracy 0.01 inches

Data Standards

Type Measurement 1 measurement per day

Data Logged 1 measurement per day

Data Format XX.XX

Wind Speed

Wind speed is the rate at which air passes a given point.

Sensor Standards

Sampling Height 20 feet above open level ground or surrounding vegetation

Measurement Units Statute Miles per Hour Range 0-100 miles per hour

Accuracy 1 mile per hour

Data Standards

Type of measurement 10-minute average at the time of observation

Data Logged 1 daily observation

Data Format XXX

Wind Direction

Wind direction refers to the direction from which the air is moving.

Sensor Standards

Sampling Height 20 feet above open level ground or surrounding vegetation

Measurement Units Degrees from true north

Range 0-360 degrees
Accuracy +/- 10 degrees

<u>Data Standards – 10 Minute Average</u>

Type of Measurement 10-minute average at the time of observation

Data Logged 1 daily measurement

Data Format XXX

Air Temperature

Air temperature refers to the air surrounding the weather station instrumentation. Instruments are located inside an instrument shelter. Floor of the shelter is 48 inches above level ground.

Sensor Standards

Sampling Height 4.5 to 5 feet, inside shelter

Measurement Units Degrees Fahrenheit

Range -58 degrees to +140 degrees Fahrenheit

Accuracy +/- 0.3 degrees Fahrenheit

Data Standards

Type of Measurement Instantaneous reading for 1300 observation, max/min temperature

Data Logged 1 daily measurement

Data Format XXX

Relative Humidity

Relative humidity is the percentage ratio of the actual amount of water vapor in the air to the amount of water vapor required for saturation at existing temperature. Instruments are located inside an instrument shelter. Floor of the shelter is 48 inches above level ground.

Sensor Standards

Sampling Height 4 to 4.5 feet, inside shelter

Measurement Units Percent Range 0-100%

Accuracy 3 %

(from wet bulb/dry bulb)

Data Standards

Type of Measurement Instantaneous from 1300 observation and

max/min from hydrothermograph

Data Logged 1 daily measurement

Data Format XXX

Fuel Moisture (optional) – Fuel stick sensor should be checked for obvious cracking, deterioration and security. Not field serviceable; do not touch or remove wood veneer. Fuel stick should be oriented North/South with screws facing the ground. Optimum height should be 10 inches above the fuel bed and level.

Fuel moisture indicator sticks are used to estimate the moisture content of the small diameter (1/4 to 1 inch or 10-hour time lag) dead woody fuels. Unlike conventional weather instruments, the fuel moisture sticks do not measure any single weather element; rather, they measure the effects of sky condition, temperature, humidity, precipitation, and season on the flammability of forest fuels as characterized by the percent fuel moisture of the stick.

Sensor Standards

Sampling Height 10 inches above a fresh litter bed, exposed 7 am – 7 pm local time

Measurement Units Grams – conversion to percent fuel weight moisture

Range 0% - 25%
Accuracy +/- 0.5%

Data Standards

Type of Measurement Instantaneous from 1300 observation

Data Logged 1 daily measurement

Data Format XX.X

Site Selection

Process for Installing a New and/or Moving an Existing Station:

- When installing a new or moving an existing station, it is particularly important to involve NWS fire weather and Predictive Services meteorologists along with other interagency wildland fire personnel, as appropriate, in determining a new site or relocating an existing station.
- Contact your agency and/or regional RAWS coordinator. To get help from your national coordinator, go to the interagency web page at National Interagency Fire Center Interagency Remote Automatic Weather Stations at https://raws.nifc.gov/raws-interagency-contacts. It is particularly important to contact your agency weather station coordinator when moving an existing station in order to maintain integrity of historical data. If an existing station has been moved, relocation information must be updated in WIMS application to clearly include the fact that the station is reporting from a new location.
- Obtain the following station site information: station name, legal (Township, Range, quarter-section), county, elevation, latitude/longitude, and data measurement elements. Complete station information is to be entered in the WFMI Weather database. For latitude and longitude, NAD 83 is the datum standard and the data are to be entered in degrees/minutes/seconds and decimal seconds out to the nearest hundredth (two decimal places). Ensure that station data entered into WFMI Weather and WIMS are identical.
- Obtain a six-digit weather station identification number (also referred to as NWS/WIMS station ID number) for your station through your GACC Predictive Services unit.

Site Selection Guidelines:

The standard fire weather station should be located in a large, open area away from obstructions and sources of dust and surface moisture. The station should be on level ground where there is a low vegetative cover. Furthermore, it should be situated to receive full sun for the greatest possible number of hours per day during the fire season. The site should be "shadow free" from 0700 to 1700 LST. If located on a slope, a south or west exposure is required to meet fire danger rating standards. (John E. Deeming, 1972)

Consider security (from animals and human vandalism) when selecting a site. To prevent any damage from wildlife, livestock etc., installation of a fence is highly recommended.

The following rules govern the location of an NFDRS fire weather station:

- Locate the station in a place that is representative of the conditions existing in the general area of concern. Consider vegetative cover type, topographic features, elevation, climate, local weather patterns, etc. Usually a station's data are applied to many tens of square miles, if not hundreds of square miles.
- Select a site that will provide for long-term operation and a relatively unchanged exposure. Consider site development plans, e.g., roads, buildings, parking areas; ultimate sheltering by growth of vegetation; and site accessibility during the intended operational period.
- Arrange the station so as to give data that is representative of the area in which the station is situated. Consider exposure requirements for each instrument in relation to such things as prevailing winds, movement of the sun, topography, vegetative cover, nearby reflective surfaces, and wind obstructions.

In accordance with the above rules, the following situations should be avoided when selecting a station site:

- **Sources of dust** such as roads and parking areas. If unavoidable, locate station at least 100 feet on the windward side of the source.
- **Sources of surface moisture** such as irrigated lawns, pastures, gardens, lakes, swamps, and rivers. If unavoidable, locate station several hundred feet to the windward side of the source.
- Large reflective surfaces such as white painted buildings. The same holds for natural reflective surfaces such as lakes, ponds, canals, and large rock surfaces. If unavoidable, locate station on north side, but far enough away so as not to be artificially shaded or influenced (at least a distance equal to the height of the reflective surface or 50 feet, whichever is greater).
- Extensively paved or black-topped areas. If unavoidable, locate station at least 50 feet to the windward side.
- Large buildings, trees, and dense vegetation. Locate station at least a distance equal to the height of the scattered obstructions. Ideally, when dealing with tall, dense vegetation the station should be located a distance that is equal to seven times the height of the obstructing vegetation.
- **Distinct changes in topography** such as gullies, peaks, ridges, steep slopes, and narrow valleys.

For additional information: Weather Station Handbook – An Interagency Guide for Wildland Managers, PMS 426-2 (Finklin, 1990).

Note: Agencies that are considering buying a new weather station for use in NFDRS, should consult the local National Weather Service, Predictive Services and other interagency partners. A consensus among these groups will ensure the interagency NFDRS station network is adequate and limit the cost of needless station overlap.

Installation

Once a site is selected that meets all of the site standards, it can then be prepared for installation of a weather station. The suggested layout for a standard fire weather station is available in the *Weather Station Handbook - An Interagency Guide for Wildland Managers*, PMS 426-2 (Finklin, 1990).

Station Maintenance Policy

Annual Maintenance

Annual service of NFDRS manual stations will provide an opportunity to ensure general station integrity and perform the necessary preventative maintenance.

Every NFDRS manual station must receive, at a minimum, one annual on-site maintenance visit by either the local user or contracted personnel to ensure sensors are within calibration standards, and verify site and station conditions.

The site inspection also allows for maintaining vegetation growth or mitigating other site parameters, e.g., new irrigation systems, buildings, that may be compromising site integrity. It is important to keep vegetation trimmed at the surface to ensure it doesn't block wind and air flow to sensors. Reasonable attempts must be made to keep the site in accordance with siting guidelines. If there are regulations prohibiting appropriate site maintenance required to provide representative data, develop a plan to bring the station into compliance. This could be done by obtaining any necessary special authorizations to manage vegetation, or in the most unfavorable case, moving the station. If sites are

considerably compromised, it is critical to document this in the station metadata, including photographs, so that users of the data have the opportunity to assess its value to them.

Unscheduled Maintenance and Emergency Repair

Local land managers are responsible for monitoring the quality of the data produced by the weather stations in their fire response area. In the event of instrument failures, bad data, or questionable data, it is the responsibility of the station owner to initiate corrective action.

All NFDRS station failures will be responded to as appropriate in light of the following:

- Bad data affects the outputs of the model immediately. Responses to bad data, during fire season where the station is located, should be initiated immediately. Failures that occur outside fire season will be repaired before the station is initiated for the following fire season.
- During fire season, action must be taken to respond to missing data as soon as possible, but no more than three days. Outside fire season responses will be made before the station is initiated for the following fire season.

Annual Maintenance and Sensor Replacement Standards

Sensors of an NFDRS manual fire weather station must be recalibrated or replaced on a regular basis to ensure the collection of consistent and reliable weather data throughout the NFDRS fire weather network. Annual service of NFDRS manual fire weather stations will provide an opportunity to ensure general station integrity, perform necessary preventative maintenance, and replace sensors and components prior to expiration of their calibrated lifetimes.

Maintenance Checklist

This checklist servers as a guide for the inspector and is helpful in training new observers. Its use is strongly recommended.

A. Enclosure

- Fence and gate in good repair
- Area well maintained
- Vegetation neatly clipped
- In keeping with the surroundings

B. Instrument Shelter

- Well-ventilated
- Door faces north
- Level and solidly mounted
- Clean inside and out
- Kept well painted
- Rain gauge
- Firmly mounted, with top level and round
- Free of dents, leaks, and debris

- Measuring stick legible and in good repair
- 45-degree angle from top of gauge clears all obstructions
- Top approximately 3 feet above ground
- Mount kept painted

C. Psychrometers

- Wick changed every two weeks
- Wick extends an up stem
- Wicking clean, and not crusted
- Thermometer bulbs clean
- Thermometer marking clearly legible
- Thermometers agree within .5 degree when read as dry-bulb thermometers
- Clean mineral-free water used
- Wet bulb brought to its lowest point
- Extra wicks on hand

D. Anemometers

- Cups at proper elevation
- Cups firmly attached to spindle
- Cups undamaged
- Spindle turns freely
- Firmly mounted and plumb
- Maintenance schedule followed
- Protected from lightning
- Electrical contacts in good order
- Adequate power supply
- Satisfactory recording device

E. Fuel Moisture Sticks and Scale

- Stick fully exposed to the sun throughout the day
- Stick in good condition (replace when cracked or after 60 days)
- Litter bed in good condition
- Scale checked with 100-gram weight and adjusted to zero, if necessary

F. Operation and Records

- Precipitation measured and correctly recorded
- Wind measured and recorded correctly
- Wet bulb and dry bulb temperatures measured and recorded correctly
- Maximum and minimum temperature values measured and recorded correctly
- Correct station catalog information
- Reading taken at scheduled time
- Neat and legible records
- Tables used correctly

When a fire weather station is inspected, a written record should be made for administrative review and subsequent action where needed. An inspection form is a convenient way of summarizing the good or poor characteristics of a site and of indicating where remedial measures are needed.

Maintenance procedures for the instrumentation installed at manual weather stations are found in the *Weather Station Handbook – An Interagency Guide for Wildland Managers*, PMS 426-2 (Finklin, 1990).

Field Service

Nonrecording rain gauge – Check for leaks or dents. Clean.

MINIMUM CALIBRATION/REPLACEMENT – Yearly

Hydrothermograph – Perform a calibration test.

MINIMUM VALIDATION – Periodically. MINIMUM CALIBRATION/REPLACEMENT – Yearly

Wind Speed - Check for damage and alignment of cups. Clean.

MINIMUM CALIBRATION/REPLACEMENT – Yearly

Wind Direction – Check for damage of pointer and feather, free movement of bearings. Manually rotate the sensor through each of the four quadrants and scan the data for accuracy. Clean.

MINIMUM CALIBRATION/REPLACEMENT – Yearly Relative Humidity/Air Temperature – Check for defects. Clean.

MINIMUM CALIBRATION/REPLACEMENT – Periodically

Sensor Documentation – A maintenance history record shall be kept for each component that is repaired/calibrated. These records should be kept on file at the local unit. The documentation is useful in working to develop better quality products.

Observer Requirements

The observers at manual fire weather stations are typically agency personnel with specialties outside the field of fire weather. Training should be provided to foster proper skill and awareness in observing practices, familiarity with instruments, and simple maintenance measures.

Observer responsibilities include the following tasks:

- Making the required observations at the required times with required accuracy.
- Encoding the logging or dispatching the data at necessary; actual transmission of data may be the task of another person.
- Changing the charts of recording instruments on the scheduled days.
- Performing calibration checks of recording instruments and making simple adjustments as necessary.
- Maintaining the instrument is in good order. This includes daily or periodic external dusting and cleaning of instruments to maintain easy readability of marked graduations, maintain free movement of linkages on recording instruments, and deter corrosion.
- Noting instrumental defects, such as column separation in thermometers, applying simple corrective measures, or reporting to supervisor for further action

Further details on observer responsibilities are outlined in the *Weather Station Handbook – An Interagency Guide for Wildland Managers*, PMS 426-2 (Finklin, 1990).

Handheld Fire Weather Meter Standards and Guidelines

Introduction

By definition, a Handheld Fire Weather Meter is an electronic hand portable weather sensing device that conforms to standards of data collection and maintenance specified in this publication. They may be used in prescribed fires, wildland fires, and on other incidents and projects to determine current weather information representative of an area of interest. Handheld Fire Weather Meters can be extremely beneficial to fire managers to record micro-scale weather patterns within a small geographic area. The forecasts are critical to firefighter safety, fire behavior forecasts, and daily decisions regarding resource placement, appropriate suppression responses, prescribed burns, and strategic fire management decisions.

Handheld Fire Weather Meters of various types are currently available from several manufacturers. Interagency standards for this equipment will reduce the risk of inaccurate sensors, erroneous data, and the potential for poor decisions based on misrepresentative information. Therefore, in order to foster a more effective and efficient use of weather meters and to mitigate their risks, the Fire Weather Subcommittee in conjunction with the Fire Environment Observation Unit has submitted the following national standards for Handheld Fire Weather Meters.

Sensor Performance Requirements

It is the responsibility of Handheld Fire Weather Meter users to ensure that equipment meets these minimum sensor standards for wildland fire management operations. They are equally responsible for employing proper measurement techniques for the particular device, including any applicable hardware preparation, proper operational procedures, and recommended sensor orientations. Finally, users must be cognizant of the handling and maintenance procedures required for their equipment to operate accurately, and take positive steps to maintain that level of performance.

These standards are established to ensure a reliable level of data quality is available to wildland fire management operations and do not apply to weather meters used for non-fire management uses.

Due to the mobile and transient nature of the information recorded, Handheld Fire Weather Meter data are not suitable for NFDRS applications.

The following standards assume proper handling, maintenance, and operating techniques are used for the specific meters involved.

Standards for Required Sensors

Wind Speed

Wind speed is the rate at which air passes a given point.

Sensor Standards

Measurement Units Statute miles per hour. Range 2-88 miles per hour

Resolution 1 Statute mile per hour

Accuracy +/- 5% of reading

Wind Direction

Wind direction refers to the direction from which the air is moving.

Sensor Standards

Measurement Units Degrees from true north. Range 0-360 degrees

Resolution 1 degree

Accuracy +/- 5 degrees

Air Temperature

Air temperature refers to the air surrounding the weather station instrumentation.

Sensor Standards

Measurement Units Degrees Fahrenheit or Celsius

Range -20 degrees to +140 degrees Fahrenheit

-29 to +50 degrees Celsius

Resolution 1 degree Fahrenheit or .1 Celsius

Accuracy +/- 1 degree Fahrenheit

+/- .6 degree Celsius

Relative Humidity

Relative humidity is the percentage ratio of the actual amount of water vapor in the air to the amount of water vapor required for saturation at existing temperature.

Sensor Standards

Measurement Units Percent
Range 0-100 %
Resolution 1 %

Accuracy 0-80% - +/- 2.00% at 25 degrees Celsius

80-100% - +/- 5% at 25 degrees Celsius

Barometric Pressure – Optional

Barometric pressure measures the force exerted by the weight of the atmosphere per unit area, adjusted for elevation.

Sensor Standards

Measurement Units Inches Mercury (in Hg)
Range 23.60 to 32.48 in Hg

Accuracy +/- 0.02 in Hg

General Considerations

Specific fire management and/or incident requirements may dictate optimum location for use of Handheld Fire Weather Meters. This should always be done in coordination with appropriate incident or fire management personnel. The general rule of thumb is to choose a location of your specific concern.

Follow specific manufacturer operating techniques and procedures carefully to achieve best results. Particular care should be taken to follow all guidance regarding sensor equilibration with the environmental conditions to be measured.

In accordance with the above, the following conditions should generally be avoided when using a Handheld Fire Weather Meter:

- **Sources of dust** Dust can greatly affect the performance of humidity sensors, and may degrade calibration to the point the device will not perform accurately even after it is removed from dusty conditions.
- **Sources of surface moisture** Significant sources of surface moisture may produce readings in both temperature and humidity that may not be representative of the environment of interest.
- Large reflective surfaces Large reflective surfaces may produce readings in temperature that may not be representative of the environment of interest.
- Extensively paved or black-topped areas Extensive pavement or black-top may produce readings in temperature that may not be representative of the environment of interest.
- **Large buildings** Large buildings may influence readings in wind speed, wind direction, and temperature that may not be representative of the environment of interest.
- Adverse storage environments Avoid storing the device in unusually hot, cold, humid, or dusty conditions.

Handheld Fire Weather Meter Maintenance and Recalibration Standards

Annual Maintenance

At a minimum, annual inspection and service for Handheld Fire Weather Meters must be performed to ensure general device integrity, allow necessary preventative maintenance, and to calibrate sensors and components as necessary to meet the annual (seasonal) performance standards in this document. All maintenance service must provide calibration traceable to National Institute of Standards and Technology (NIST) processes and standards.

Calibration and Maintenance Considerations

A Handheld Fire Weather Meter may be used several times in a single year, including exposures to multiple and diverse environments. Care must be taken as sensors are sensitive equipment that can easily be damaged and thrown out of calibration. The humidity sensor is particularly susceptible to degradation when exposed to smoky or dusty conditions. If sensors are suspected to be damaged or degraded before their annual inspection/service date, it is the responsibility of the Handheld Fire Weather Meter owner to ensure proper maintenance and recalibration is performed before the equipment is used again. Comparison of sensor performance with alternate sources, i.e., Belt Weather kit, RAWS or IRAWS is recommended.

Note: This does not constitute a sensor recalibration. Significant discrepancies should encourage prompt, professional maintenance action.

Individual Sensor Considerations

Sensors and key components must be serviced and/or recalibrated on a regular basis to ensure the collection of consistent and reliable weather data. The following information is provided so that users understand some of the basis for this requirement.

Relative Humidity – The humidity sensor is usually the most sensitive component within a Handheld Fire Weather Meter. Its accuracy will drift over time even without any exposure or field use. Users should check their particular model equipment specifications for the expected annual drift from initial calibration, which is generally described in % per year. This drift from initial calibration will likely demand recalibration by a NIST-traceable process to return to the +/- 2% accuracy standard annually.

Air Temperature – Air temperature sensors do not generally experience the same kind of accuracy drift as do humidity sensors. However, the air temperature sensor is often integrated with the humidity sensor, and it is usually impractical to calibrate them independently.

Wind Speed – Wind speed is generally measured by an electronic frequency measurement of a mechanical (fan) device. The mechanical component of this method means it is the most susceptible to friction and wear, and therefore accordingly degraded by frequent or heavy use. Conversely, a wind speed sensor that has seen less field exposure can be expected to remain accurate for a longer time.

Wind Direction – Most handheld devices are equipped with a small magnetometer that is operated in conjunction with imbedded accelerometers to determine magnetic and true heading information of the device itself. This is then associated with the orientation of the instrument when wind speed is correctly measured. Many devices recommend manual orientation procedures be performed prior to wind direction measurement to ensure the best results.

Barometric Pressure – This sensor is not required for fire management purposes but is often offered in handheld weather meters.

Personally-owned Handheld Weather Meters

The relatively low cost and ease of use means privately owned weather meter devices will often be present during wildland fire operations. Regardless of make, model, individual sensor type, or measurement process, all handheld weather devices must meet the specified performance standards in this document annually to be classified as Handheld Fire Weather Meters. System verification and sensor recalibration, if necessary, must take place on a yearly schedule to ensure performance. This will generally require that equipment be returned to their respective manufacturers for commercial service.

Note: The use of "field calibration kits" does not provide a NIST-traceable recalibration process.

Private device owners should be aware of the continuing need and cost required to maintain this type of equipment for fire management applications and select appropriate and supportable models accordingly. Owners are responsible to ensure maintenance and recalibration occurs and should retain documentation that clearly records this action.

Bibliography

Bradshaw, Larry S. 1998. *Summer 1998 Field Test of Nelson's 10-hour Fuel Moisture Model.* National Advisory Group – Fire Danger Rating, Boise, ID, 1998.

Brown, Timothy J. et al. 2011. *What is the Appropriate RAWS Network?* National Wildfire Coordinating Group, Fire Environment Committee., Boise, ID, 2012. PMS 1003.

Department of Interior, Bureau of Land Management. 1997. Remote Automatic Weather Station (RAWS) and Remote Environmental Monitoring Systems (REMS) Support Facility. Boise, ID, 1997.

Finklin, Arnold I. and William C. Fischer. 1990. Weather Station Handbook – an Interagency Guide for Wildland Managers. National Wildfire Coordinating Group, Boise, ID, 1990. PMS 426-2.

John E. Deeming, et al. 1972. *The National Fire Danger Rating System.* Fort Collins: U.S. Department of Agriculture, Forest Service, Rocky Mountain Forest and Range Experiment Station, 1972. Research Paper RM-84.

National Wildfire Coordinating Group, Fire Danger Subcommittee. 2010. National Fire Danger Rating System Reference Material. [CD] National Wildfire Coordinating Group, Boise, ID, 2010. PMS 933.

National Wildfire Coordinating Group, Fire Danger Working Team. 2002. National Wildfire Coordinating Group. *Gaining an Understanding of NFDRS.* [Online] July 2002. [Cited: 07-14, 2014.] PMS 932.

RAWS/REMS Support Facility. 1997. Remote Automatic Weather Stations (RAWS) and Remote Environmental Monitoring Systems (REMS) Standards for the U.S. Department of Interior, Bureau of Land Management. Bureau of Land Management, Boise, ID, 1997.

USDA Forest Service. 2011. Weather Information Management System (WIMS) User's Guide. *National Fire and Aviation Management Web Applications (FAMWEB).* [Online] 2011. [Cited: 07-10, 2014.] https://fam.nwcg.gov/fam-web/.

The *NWCG Standards for Fire Weather Stations* is developed and maintained by the Fire Weather Subcommittee (FWSC) in partnership with the Fire Environment Observation Unit (FEOU), under the direction of the Fire Environment Committee (FENC), an entity of the National Wildfire Coordinating Group (NWCG).

Previous editions: 2014, 2012, 2009.

While they may still contain current or useful information, previous editions are obsolete. The user of this information is responsible for confirming that they have the most up-to-date version. NWCG is the sole source for the publication.

This publication is available electronically at https://www.nwcg.gov/publications/426-3.

Comments, questions, and recommendations shall be submitted to the appropriate agency program manager assigned to the FWS. View the complete roster at https://www.nwcg.gov/committees/fire-weather-subcommittee.

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MEMORANDUM OF UNDERSTANDING

Parties

This Memorandum of Understanding (hereinafter "MOU") is entered into between The City of Kyle, hereinafter "Kyle," whose address is 100 W. Center St, Kyle TX 78640, and Hays County, hereinafter "County," whose address is 810 S. Stagecoach Trl, San Marcos TX.

Purpose

Hays County presently has a contract to maintain a Water and Earth Technologies (WET) sensor within the corporate limits of the City of Kyle and will locate this sensor in the area of 30°00'35.8"N 97°50'53.0"W (the Sensor Location), which is property owned by the City of Kyle.

Authorization.

Employees of County may enter the Sensor Location without notice to the City of Kyle via the closest road which is Dacy Lane for the limited purpose of the installation, repair, and maintenance on the sensor, related fencing, and other components and infrastructure necessary for the proper function of the sensor (collectively referred to as "Equipment"). County may not authorize non-employees to enter the Sensor Location or other City of Kyle property without permission from the City of Kyle.

County Responsibility.

The Sensor Location will be fenced off by County to protect against third party access. The City will not provide any maintenance, repair, or security for the sensor or the fenced-off sensor location. The County will maintain all fencing in a safe and operational condition and will promptly make any necessary repairs.

Term

This MOU shall automatically renew annually on the anniversary of the effective date each year, unless notice is provided by either party that the MOU will not be renewed. Either party may terminate this MOU for any reason with seven days' notice to the other party.

Indemnification.

Notwithstanding any other provision of this Contract, and to the extent permitted by Law, County will indemnify and hold harmless (and at request, defend) the City, and each of their respective Councilmember's, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the County in relation to the installation, repair, maintenance, or existence of any Equipment pursuant to this agreement. By and through this indemnification, the City shall not be liable for any damage to Equipment, any injuries by County employees or contractors entering the Sensor Location or other Kyle Property pursuant to this agreement, or any third party claims relating to or arising out of County activity under this agreement or the Equipment.

THIS AGREEMENT IS HEREBY EXECU	TED ON THE DAY OF, 2023.
CITY OF KYLE	HAYS COUNTY
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



06/09/2023 **Quotation XPHC047**

Prepared for: Federal Tax Identification No. 84-1440328 Hays County - Office of Emergency Services **Quote Valid Thru** 08/08/2023

Attn: Mike Jones

810 South Stagecoach Trail San Marcos, TX 78666

Prepared by:

Water & Earth Technologies, Inc.

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

Quote Title: Kyle East RAWS Relocation

Quote Information

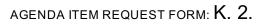
This quote is for the relocation of the RAWS site currently located at the Hays County ESD No. 5 Fire Station 4 in Kyle. This quote includes moving the fencing around the station. New posts will be purchased as the old posts are set in concrete. All other fencing materials will be reused at the new location.

Item No.	Item Description	Model No.	Un	it Price	Qty	Amount
1	Skidsteer rental		\$	600.00	1	\$ 600.00
2	Fencing Posts		\$	110.00	9	\$ 990.00
3	Concrete supplies		\$	125.00	1	\$ 125.00
						\$ -
				I1	ems Total	\$ 1.715.00

Item		Hours				
No.	Labor Description	Eng I \$130/hr	Eng II \$150/hr		Amount	
3	Relocation labor	8.0	8.0	\$	2,240.00	
4	Fencing labor (removal and rebuild)	10.0	10.0	\$	2,800.00	
				\$	-	
		L	abor Total	\$	5,040.00	

10tal Cost \$ 0,755.00		Total Cost	\$	6,755.00
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Thank you for your consideration!





Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Judge Becerra

Agenda Item

Update on Hays County website development. BECERRA

Summary



Hays County Commissioners Court

Date: 06/20/2023

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Local Health Department to utilize salary savings to hire one temporary Health Promotion Intern effective June 26 through September 30, 2023. INGALSBE/T.CRUMLEY

Summary:

The Local Health Department has hired one temporary intern and would like to compensate them at \$14/hour beginning June 26 through September 30, 2023. The intern will assist in developing and implementing evidence-based interventions, evaluating our community health assessment, creating educational materials, organizing awareness campaigns, conducting SWOT analysis, and collaborating with community partners for our various Health Department program functions. This intern will work an average of about 25 hours per week. Funding for this has been identified by utilizing salary savings in the Health Departments operating budget.

Fiscal Impact:

Amount Requested: \$5,274.85

Line Item Number: 120-675-00]Health

Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: No

Comments: Salary savings due to attrition have been identified to fund this request.

14 Weeks

25 Hrs per week

\$ 14.00 Hrly rate

\$ 4,900.00 Base Salary

\$ 374.85 FICA/Medicare

\$ 5,274.85 Total Requested

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: 06/20/2023

Requested By: BORCHERDING Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action authorizing the County Judge to execute a Licensed Training Provider Agreement between Hays County and the American National Red Cross licensing Red Cross training materials and curriculum permitting County employees or volunteers to deliver instruction in Red Cross training courses. BECERRA/BORCHERDING

Summary:

All Road Crew members are required to become CPR certified as part of the safety training and salary progression plan. The Road Supervisor that oversees the safety program receives Instructor Certification (approximately \$375) and will provide the training necessary to train and certify road crew members in house. Once the road crew receive the necessary training the Road Supervisor Trainer can submit for certification at a cost of \$35 per employee.

Fiscal Impact:

Amount Requested: \$375 Instructor Certification Fee

\$35 CPR Certification Fee per employee

Line Item Number: 020-710-00.5551

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: Funding for this certification was budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Certification Services G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Red Cross Agreement



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **Hays County** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are both (i) Red Cross-certified instructors in good standing and (ii) employees of LTP, or (if LTP is a non-profit organization) bona fide volunteers of LTP ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in <u>Appendix B</u> ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class") and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by Instructors in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Maintain insurance or self-insure to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; CPS.

2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.



5. Fees and Invoicing.

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on <u>Appendix B</u>. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services 25688 Network Place Chicago, IL 60673-1256

- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in <u>Appendix A</u>) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with



the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

- 6. Notices. Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.
- 7. Intentionally omitted.

8. Intellectual Property.

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.

- 9.1 <u>Severability</u>. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 <u>Independent Contractors</u>. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 <u>Assignment</u>. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 <u>Governing Law and Venue</u>. The Agreement is governed by the laws of the State of Texas, without giving effect to its choice or conflict of law rules. Any case or controversy arising out of or in connection with this Agreement shall be brought in a court of competent jurisdiction in Hays County, Texas, or in the United States District Court—Western District of Texas, if applicable.



- 9.5 <u>Inapplicability of Procurement Terms</u>. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier sub-processor of personal or other data for LTP or any third party.
- 9.6 <u>Data Processing</u>. Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 Amendments and Waivers. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Hays County	The American National Red Crossigned by:
LTP Signature:	Red Cross Signature: Sasha Bowhara
Name: Ruben Becerra	Name: Sasha Bouchacra 28528617035844C
Title: Hays County Judge	Title: Sales Representative
Date:	Date: 6/14/2023



Licensed Training Provider Agreement Appendix A – Contact Information

Licensed Training Provider (LTP) Information

LTP: Hays County

LTP Address: LTP Fax: 512-393-7393

2171 Yarrington Road

Kyle, TX 78640

LTP Account Number: 43129HAYSCOUNTY

LTP Contact: Aaron Jones

LTP Contact Email: aaron.jones@co.hays.tx.us

LTP Contact Phone: **512-393-2128** Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Stephanie Hunt

LTP Billing Contact Phone: 512-393-2283 Extension:

LTP Billing Contact Email: stephanie.hunt@co.hays.tx.us

LTP Billing Address:

712 S. Stagecoach Trail, Suite #1063

San Marcos, TX 78666

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross Strategic Account Executive

Name: Sasha Bouchacra

Phone: **800-567-1474** Ext.: 134689 Email: sasha.bouchacra@redcross.org

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National

Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Training Services Licensed Training Service Agreement

Appendix B - Product Packages and Price List

Product Packages(s)

AP/LTP-Basic Life Support

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-FA/CPR/AED

AP/LTP-FA/CPR/AED Add-Ons

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Invoice



Price List	SKU	Product	UOM	Price
AP/LTP-Basic Life Support	ROC-HSSBLS120-OL -r.21	Pediatric Advanced Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	ROC-HSSBLS110-OL -r.21	Advanced Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	ROC-HSSBLS101-OL -r.21	Basic Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	AP-HSSBLS803-BL- r.2	1 Pediatric Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS802-BL- r.2	1 Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS801-BL- r.2	1 Basic Life Support Instructor-BL	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS720-r.2 1	Pediatric Advanced Life Support In-Person Skills Session	Each	101.00
AP/LTP-Basic Life Support	AP-HSSBLS710-r.2 1	Advanced Life Support In-Person Skills Session	Each	101.00
AP/LTP-Basic Life Support	AP-HSSBLS701-r.2 1	Basic Life Support In-Person Skills Session	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS401R-r. 21	Basic Life Support and First Aid with AEO and BBP Review	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS401C-r. 21	Basic Life Support and First Aid with AEO and BBP Challenge	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS401-r.2 1	Basic Life Support and First Aid with AEO and BBP	Each	44.00
AP/LTP-Basic Life Support	AP-HSSBLS303R-r. 21	Basic Life Support and First Aid with BBP Review	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS303C-r. 21	Basic Life Support and First Aid with BBP Challenge	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS303-r.2 1	Basic Life Support and First Aid with BBP	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302R-r. 21	Basic Life Support and First Aid with AEO Review	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302C-r. 21	Basic Life Support and First Aid with AEO Challenge	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS302-r.2 1	Basic Life Support and First Aid with AEO	Each	39.00
AP/LTP-Basic Life Support	AP-HSSBLS301R-r. 21	Basic Life Support with AEO and BBP Review	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS301C-r. 21	Basic Life Support with AEO and BBP Challenge	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS301-r.2 1	Basic Life Support with AEO and BBP	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS204R-r. 21	Basic Life Support and Responding to Emergencies First Aid Review	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS204C-r. 21	Basic Life Support and Responding to Emergencies First Aid Challenge	Each	34.00



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AP/LTP-Basic Life Support	AP-HSSBLS204-r.2 1	Basic Life Support and Responding to Emergencies First Aid	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS203R-r. 21	Basic Life Support with BBP Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS203C-r. 21	Basic Life Support with BBP Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS203-r.2 1	Basic Life Support with BBP	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202R-r. 21	Basic Life Support with AEO Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202C-r. 21	Basic Life Support with AEO Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS202-r.2 1	Basic Life Support with AEO	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS201R-r. 21	Basic Life Support with First Aid Review	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS201C-r. 21	Basic Life Support with First Aid Challenge	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS201-r.2 1	Basic Life Support with First Aid	Each	34.00
AP/LTP-Basic Life Support	AP-HSSBLS120R-r. 21	Pediatric Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120C-r. 21	Pediatric Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.2 1	Pediatric Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110R-r. 21	Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110C-r. 21	Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.2 1	Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS101R-r. 21	Basic Life Support Review	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101C-r. 21	Basic Life Support Challenge	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.2 1	Basic Life Support	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101-BL- r.21	Basic Life Support-BL	Each	24.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101-r.2 1	Bloodborne Pathogens Training	Each	17.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO821-BL	CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-B L	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO801-BL	CPR/AED for Professional Rescuers Instructor-BL	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R	CPR/AED for Professional Rescuers with First Aid and BBP Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403	CPR/AED for Professional Rescuers with First Aid and BBP	Each	33.00
		CPR/AED for Professional Rescuers with First Aid, BBP and AEO		



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AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R	Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R	CPR/AED for Professional Rescuers with First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C	CPR/AED for Professional Rescuers with First Aid Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301c	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle (Includes	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Eacn	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202	CPR/AED for Professional Rescuers with Administering Emergency Oxygen	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201C	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Challe	Each	33.00
		CPR/AED for Professional Rescuers and Responding to		



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AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201	Emergencies First Aid	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R	CPR/AED for Professional Rescuers and Bloodborne Pathogens Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R	CPR/AED for Professional Rescuers with AEO and First Aid Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C	CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	41.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R	CPR/AED for Professional Rescuers Review	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C	CPR/AED for Professional Rescuers Challenge	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL	CPR/AED for Professional Rescuers-BL	Each	33.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101	CPR/AED for the Professional Rescuer	Each	33.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA942-OL -r.21	Until Help Arrives	Each	17.00
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ROC-HSSSFA704-OL



AP/LTP-FA/CPR/AED	-r.21	Adult Child and Baby First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA703-OL -r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA702-OL -r.21	Adult First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA517-OL	First Aid for Opioid Overdoses Online-OL	Each	25.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA508-OL	First Aid for Severe Bleeding Online-OL	Each	25.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA506-OL -r.21	First Aid Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA505-OL -r.21	Adult CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	ROC-HSSPFA201-OL	Cat and Dog First Aid Online-OL	Each	21.00
AP/LTP-FA/CPR/AED	ROC-HSSBBP101-OL -r.21	Bloodborne Pathogens Training Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA941-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA940-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA939-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA938-r.2 1	Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA936-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA930-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA926-r.2 1	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA920-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA905-r.2 1	Life Threatening Bleeding and Tourniquet Application	Each	13.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA904-r.2 1	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA903-r.2 1	Asthma and Quick-Relief Medication Administration	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA902-r.2 1	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA900-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA822-BL- r.21	First Aid/CPR/AED Instructor Bridge-BL	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA817-BL- r.21	First Aid/CPR/AED Instructor Update	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSSFA801-BL- r.21	First Aid/CPR/AED Instructor-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750R	First Aid for Public Safety Personnel (Title 22) Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA717-r.2 1	Pediatric First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716-r.2 1	Adult and Pediatric First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714-r.2 1	Adult First Aid/CPR/AED Skills Session	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-r.2 1	Adult and Pediatric CPR/AED Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-OL- r.21	Adult and Pediatric CPR/AED-OL	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711-r.2 1	Adult CPR/AED Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA710-r.2 1	First Aid Skills Session	Each	7.00
AP/LTP-FA/CPR/AED	AP-HSSSFA704-OL- r.21	Adult, Child and Baby First Aid/CPR/AED Online-OL for AP	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA703-OL- r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA702-OL- r.21	Adult First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA520-r.2 1	Adult and Infant CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA519-r.2 1	Infant First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each	25.00
	AP-HSSSFA516BBP-	Adult and Pediatric First Aid/CPR/AED and Bloodborne		



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AP/LTP-FA/CPR/AED	BL-r.21	Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516-BL- r.21	Adult and Pediatric First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515BBP- BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515-BL- r.21	Pediatric First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514BBP- BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514-BL- r.21	Adult First Aid/CPR/AED-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513BBP- BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513-BL- r.21	Adult and Pediatric CPR/AED-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512BBP- BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512-BL- r.21	Pediatric CPR/AED-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511BBP- BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511-BL- r.21	Adult CPR/AED-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510BBP- BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510-BL- r.21	First Aid-BL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each	25.00
AP/LTP-FA/CPR/AED	AP-HSSSFA506-OL- r.21	First Aid Online Only-OL	Each	29.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL- r.21	Adult CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-r.2 1	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL- r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468-r.2 1	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R-r. 21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C-r. 21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459-r.2 1	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458-r.2 1	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457R-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457-r.2 1	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	46.00
		Adult and Dadiatria First Aid/CDB/AFD with BBD. Asthma, Enjand		

Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and



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AP/LTP-FA/CPR/AED	AP-HSSSFA456C-r. 21	AEO Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450-r.2 1	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448-r.2 1	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447-r.2 1	Adult First Aid/CPR and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R-r. 21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C-r. 21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446-r.2 1	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438C-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438-r.2 1	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	36.00
		Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector		



AP/LTP-FA/CPR/AED	AP-HSSSFA437C-r. 21	Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437-r.2 1	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R-r. 21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C-r. 21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R-r. 21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C-r. 21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428-r.2 1	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R-r. 21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C-r. 21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427-r.2 1	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426-r.2 1	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421C-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-r.2 1	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	44.00
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AP/LTP-FA/CPR/AED	r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420R-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420C-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420-r.2 1	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419R-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419C-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419-r.2 1	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418R-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418C-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418-r.2 1	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417R-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417C-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417-r.2 1	Adult First Aid/CPR and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416R-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416C-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416-r.2 1	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415R-r. 21	Adult and Pediatric First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415C-r. 21	Adult and Pediatric First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415-r.2 1	Adult and Pediatric First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414R-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414C-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414-r.2 1	Adult CPR/AED, Pediatric CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413R-r. 21	Adult and Pediatric First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413C-r. 21	Adult and Pediatric First Aid/CPR Challenge	Each	36.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA413-r.2 1	Adult and Pediatric First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412R-r. 21	Adult and Child First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412C-r. 21	Adult and Child First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412-r.2 1	Adult and Child First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411R-r. 21	Pediatric First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411C-r. 21	Pediatric First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411-r.2 1	Pediatric First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410R-r. 21	Adult CPR/AED, Infant CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410C-r. 21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410-r.2 1	Adult CPR/AED, Infant CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409R-r. 21	Adult CPR/AED, Child CPR and First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409C-r. 21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409-r.2 1	Adult CPR/AED, Child CPR and First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408R-r. 21	Pediatric First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408C-r. 21	Pediatric First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408-r.2 1	Pediatric First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407R-r. 21	Adult and Infant First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407C-r. 21	Adult and Infant First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407-r.2 1	Adult and Infant First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406R-r. 21	Adult and Child CPR/First Aid Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406C-r. 21	Adult and Child CPR/First Aid Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406-r.2 1	Adult and Child CPR/First Aid	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405R-r. 21	Child First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405C-r. 21	Child First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405-r.2 1	Child First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404R-r. 21	Adult First Aid/CPR/AED Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404C-r. 21	Adult First Aid/CPR/AED Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404-r.2 1	Adult First Aid/CPR/AED	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403R-r. 21	Infant First Aid/CPR Review	Each	36.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA403C-r. 21	Infant First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403-r.2 1	Infant First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402R-r. 21	Child First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402C-r. 21	Child First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402-r.2 1	Child First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401R-r. 21	Adult First Aid/CPR Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401C-r. 21	Adult First Aid/CPR Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401-r.2 1	Adult First Aid/CPR	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBJI & Splinting	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA304-r.2 1	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephr ine Auto-Injector	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303R-r. 21	Adult and Pediatric CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303C-r. 21	Adult and Pediatric CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303-r.2 1	Adult and Pediatric CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302R-r. 21	Adult CPR/AED and Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302C-r. 21	Adult CPR/AED with Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302-r.2 1	Adult CPR/AED with Pediatric CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301R-r. 21	Adult and Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301C-r. 21	Adult and Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301-r.2 1	Adult and Pediatric CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA221-r.2 1	Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi Auto-Injector	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA22-r.21	Adult First Aid/CPR/AED with Head, Neck, MBJI & Splinting	Each	41.00
AP/LTP-FA/CPR/AED	AP-HSSSFA213-r.2 1	Pediatric CPR with Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA21-r.21	Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application	Each	41.00



AP/LTP-FA/CPR/AED	AP-HSSSFA208R-r. 21	Adult and Child CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208C-r. 21	Adult and Child CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208-r.2 1	Adult and Child CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207R-r. 21	Pediatric CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207C-r. 21	Pediatric CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207-r.2 1	Pediatric CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206R-r. 21	Adult CPR/AED and Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206C-r. 21	Adult CPR/AED and Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206-r.2 1	Adult CPR/AED and Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205R-r. 21	Adult CPR/AED and Child CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205C-r. 21	Adult CPR/AED and Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205-r.2 1	Adult CPR/AED and Child CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204R-r. 21	Adult and Child AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204C-r. 21	Adult and Child AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204-r.2 1	Adult and Child AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203R-r. 21	Pediatric CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203C-r. 21	Pediatric CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203-r.2 1	Pediatric CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202R-r. 21	Adult and Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202C-r. 21	Adult and Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202-r.2 1	Adult and Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R-r. 21	Adult and Child CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C-r. 21	Adult and Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201-r.2 1	Adult and Child CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157R-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157-r.2 1	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	44.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA152-r.2 1	Adult CPR with BBP, Asthma, Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R-r. 21	First Aid and BBP and Asthma and Epi and AEO Review	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C-r. 21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151-r.2 1	First Aid and BBP and Asthma and Epi and AEO	Each	44.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R-r. 21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147C-r. 21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147-r.2 1	Adult CPR/AED and Administering Emergency Oxygen	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137R-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137C-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137-r.2 1	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132R-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132C-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132-r.2 1	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131R-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131C-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131-r.2 1	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127R-r. 21	Adult CPR/AED and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127C-r. 21	Adult CPR/AED and Asthma Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127-r.2 1	Adult CPR/AED and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R-r. 21	Adult CPR and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C-r. 21	Adult CPR and Asthma Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122-r.2 1	Adult CPR and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R-r. 21	First Aid and Asthma Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C-r. 21	First Aid and Asthma Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121-r.2 1	First Aid and Asthma	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R-r. 21	Adult CPR/AED and Bloodborne Pathogens Review	Each	36.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA117C-r. 21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117-r.2 1	Adult CPR/AED and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R-r. 21	Adult CPR and Bloodborne Pathogens Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C-r. 21	Adult CPR and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112-r.2 1	Adult CPR and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R-r. 21	First Aid and Bloodborne Pathogens Review	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C-r. 21	First Aid and Bloodborne Pathogens Challenge	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111-r.2 1	First Aid and Bloodborne Pathogens	Each	36.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R-r. 21	Child CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C-r. 21	Child CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108-r.2 1	Child CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R-r. 21	Adult CPR/AED Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C-r. 21	Adult CPR/AED Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107-r.2 1	Adult CPR/AED	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R-r. 21	Child AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C-r. 21	Child AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106-r.2 1	Child AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R-r. 21	Adult AED Review	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C-r. 21	Adult AED Challenge	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105-r.2 1	Adult AED	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R-r. 21	Infant CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104C-r. 21	Infant CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104-r.2 1	Infant CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103R-r. 21	Child CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103C-r. 21	Child CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103-r.2 1	Child CPR	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102R-r. 21	Adult CPR Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102C-r. 21	Adult CPR Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102-r.2 1	Adult CPR	Each	28.00



AP/LTP-FA/CPR/AED	AP-HSSSFA101R-r. 21	First Aid Review	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101C-r. 21	First Aid Challenge	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-r.2 1	First Aid	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSPFA201-OL	Cat and Dog First Aid-OL	Each	21.00
AP/LTP-FA/CPR/AED	AP-HSSCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSCPR101	Hands-Only CPR	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSBBP101-OL- r.21	Bloodborne Pathogens-OL	Each	29.00



Training Provider Resource Guide

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WELCOME

Thank you for choosing to be a training provider for the American Red Cross. As a Red Cross training provider, your organization has joined a long tradition of providing life-saving education and training throughout the United States dating back to 1909.

Purpose of the Resource Guide

This American Red Cross Training Provider Resource Guide provides your organization with the basic information it needs to serve as an American Red Cross Authorized Provider (AP) or Licensed Training Provider (LTP). For information about your responsibilities as an AP or LTP and the responsibilities of the Red Cross to you, refer to your Authorized Provider Agreement or Licensed Training Provider Agreement.

Types of Red Cross Training Providers

Both Authorized Providers and Licensed Training Providers are companies or individuals licensed to use Red Cross training materials in the instruction of Red Cross training courses based on their contractual agreement with the Red Cross:

- An Authorized Provider is a company, organization or individual that signs an Authorized Provider Agreement licensing the AP to teach Red Cross courses to individuals within the AP's company or organization.
- A Licensed Training Provider is a company or self-employed individual that is an independent business offering Red Cross training to outside companies, organizations or individuals as permitted through their *Licensed Training Provider Agreement*.

The American Red Cross Training Provider Resource Guide provides information about the resources available to you and your instructors in preparing for and delivering Red Cross training programs.

ABOUT THE RED CROSS

Proceeds from Red Cross training support the life-saving mission of the Red Cross - including disaster relief, blood collection and Services to the Armed Forces.

Global Red Cross and Red Crescent Network

The Global Red Cross and Red Crescent Network is the largest humanitarian network in the world, with a presence in almost every country. The global network is unified and guided by seven Fundamental Principles.

Humanity

The Global Red Cross and Red Crescent Network, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to continue to enjoy the confidence of all, the Network may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence

The Network is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary Service

It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The Global Red Cross and Red Crescent Network, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

American Red Cross

Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Vision Statement

The American Red Cross, through its network of volunteers, donors and partners, is always there in times of need. We aspire to turn compassion into action so that:

- All people affected by disaster across the country and around the world receive care, shelter and hope;
- Our communities are ready and prepared for disasters;
- Everyone in our country has access to safe, lifesaving blood and blood products;
- All members of our armed services and their families find support and comfort whenever needed; and
- In an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

History

Clara Barton and a circle of her acquaintances founded the American Red Cross in Washington, D.C. on May 21, 1881. Barton first heard of the Swiss-inspired global Red Cross network while visiting Europe following the Civil War. Returning home, she campaigned for an American Red Cross and for ratification of the Geneva Convention protecting the war-injured, which the United States ratified in 1882.

The American Red Cross Today

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

- People affected by disasters in America
- Support for members of the military and their families
- Blood collection, processing and distribution
- Health and safety education and training
- International relief and development

For additional information, visit redcross.org.

RESOURCES FOR RED CROSS TRAINING PROVIDERS

Instructor's Corner

Instructor's Corner is a password-protected website providing access to a variety of resources for certified American Red Cross instructors and instructor trainers (ITs). Features include:

- Instructor tools and teaching aids Find downloadable resources such as instructor's manuals, participant materials for many programs, instructor trainer guides, course presentations and video segments, program fact sheets, and the annual course and price list.
- How-To videos Reference these videos about a variety of topics such as reporting teaching activity, checking certifications and teaching history, and setting up and reporting blended learning courses, troubleshooting and more.
- **Discussion forum** The Forum allows instructors and instructor trainers the opportunity to interact, ask questions and discuss a variety of topics with instructors across the country.
- Click-to-chat functionality and online customer service support case submission Instructors and instructor trainers can chat with a Training Support Center (TSC) representative and submit/track support cases online.
- Certification Details Instructor and instructor trainer certifications and expiration dates listed on a personalized, secure home page.
- Search Similar to using a search engine, search capabilities make finding documents easy.

Instructors and instructor trainers must have an American Red Cross Learning Center account and be certified as an instructor or instructor trainer to access Instructor's Corner. Instructors and instructor trainers will create a learning center account through their certification course (see the <u>Instructors and Instructor Trainers</u> section below for more detail on instructor and IT certification courses). Instructor's Corner may be accessed at <u>www.instructorscorner.org</u>.

Red Cross Store

The Red Cross Store is an online store providing 24 hours a day, 7 days a week ability to order a variety of training supplies and products, including:

- Training program materials such as instructor and participant manuals, textbooks and DVDs
- Training supplies including CPR manikins, AED training devices, breathing barriers and pocket masks
- First aid and emergency preparedness kits
- Red Cross apparel and accessories

For more information, visit the Red Cross Store at www.redcrossstore.org.

Training Support Center

The Training Support Center (TSC) is available to assist training providers with program inquiries, course record entry, billing inquiries and other support functions for administrators, instructors and instructor trainers. TSC representatives are available through the "Click to Chat" or "Create a Support Case" functionality on the Instructor's Corner "Contact Us" page, by e-mail at support@redcrosstraining.org, or by phone at 1-800-RED-CROSS.

The hours of operation for the TSC are:

Monday—Friday from 7:30 a.m. to 11:00 p.m. ET

Saturday from 7:30 a.m. to 8:00 p.m. ET

RED CROSS TRAINING PROGRAMS

The Red Cross offers a broad range of training programs for both the lay public and professional responders in the areas of first aid, CPR/AED, swimming and water safety, and caregiving.

Information including an Instructor Bulletin detailing key information on instructor certification requirements and course options for program can be found on each program page of Instructor's Corner (www.instructorscorner.org) in the "Materials" section.

Your Authorized Provider Agreement or Licensed Training Provider Agreement details the training program or programs that your organization is licensed to teach. To add training programs to your Authorized Provider Agreement or Licensed Training Provider Agreement, contact your sales representative.

First Aid and CPR training programs for organizations, schools and the community:

First Aid/CPR/AED

The purpose of the courses in the First Aid/CPR/AED program is to help participants recognize and respond appropriately to cardiac, breathing and first aid emergencies to know how to care for a suddenly injured or ill person until more advanced medical personnel arrive and take over.

The First Aid/CPR/AED program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

The program offers the flexibility of selecting First Aid, CPR and AED courses for adults, children and infants depending upon your training needs. With a variety of course options and delivery formats, courses in the First Aid/CPR/AED training program range from 3 hours to 6 hours in duration.

English and Spanish versions of the program are available.

The First Aid/CPR/AED training program includes supplemental, add-on training modules for more advanced training and certification in key topics including OSHA-mandated Bloodborne Pathogens Training, Anaphylaxis and Epinephrine Auto-Injector, Asthma Inhaler Training, and Administering Emergency Oxygen,

Responding to Emergencies: Comprehensive First Aid/CPR/AED

Responding to Emergencies (RTE) is a 30-hour, lay-level first aid and CPR/AED program designed primarily for high schools and colleges that require a curriculum that can be taught over the course of a semester and adapted to a variety of course outlines. The program is available in a classroom (instructor-led) only format and features an integrated teaching approach that includes classroom lecture, videos, simulated emergency situations, discussion and hands-on skills practice.

Content for the RTE program includes:

- Recognizing and responding appropriately to cardiac, breathing and first aid emergencies
- First aid, CPR and AED skills to give immediate care to a suddenly injured or ill person
- Proper care and special considerations for emergencies involving adults, children and infants
- Injury management, medical emergencies and healthy lifestyle tips

Wilderness and Remote First Aid

The Wilderness and Remote First Aid program is designed to teach individuals how to use first aid skills to help in emergency situations where help is delayed. The program is based on the 2010 Boy Scouts of America (BSA) Wilderness First Aid Curriculum and Doctrine Guidelines.

The Wilderness and Remote First Aid program is appropriate for audiences from youth-serving organizations as well as adults who participate in outdoor recreational activities or who work in remote settings where emergency medical services (EMS) response is more than 1 hour away.

The Wilderness and Remote First Aid program emphasizes experiential learning and major portions of the course are meant to be taught in outdoor settings.

First Aid and CPR training programs for healthcare providers and professional rescuers:

Basic Life Support for Healthcare Providers

The purpose of the Basic Life Support for Healthcare Providers (BLS) program is to ensure that healthcare providers have the knowledge and skills necessary to respond to breathing and cardiac emergencies. The course emphasizes active, hands-on learning and uses scenario activities to help participants learn how to provide CPR, use an AED and relieve an obstructed airway for adult, child and infant patients.

The Basic Life Support for Healthcare Providers program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

CPR/AED for Professional Rescuers

The CPR/AED for Professional Rescuers (CPRO) program trains individuals with a duty to act including lifeguards, EMS personnel, police, security personnel, firefighters and athletic trainers — to respond to breathing and cardiac emergencies in adults, children and infants until more advanced medical personnel take over.

This course is also intended for individuals serving in roles that would be called upon to provide support in emergency situations, such as aquatic facility, gym/fitness club or community/recreation center staff.

Emergency Medical Response

The purpose of the American Red Cross Emergency Medical Response program is to train participants in the knowledge and skills of an emergency medical responder (EMR) to help sustain life, reduce pain and minimize the consequences of injury or sudden illness until more advanced medical personnel take over.

Ideal for corporate emergency response teams, law enforcement, security officers, or students wishing to begin a career in public safety or healthcare upon graduation, this 56-hour classroom (instructor-led) course is designed to meet or exceed National Emergency Medical Services Education Standards Emergency Medical Responder Instructional Guidelines.

Title 22 - California First Aid for Public Safety Personnel

In accordance with the requirements of Title 22 of the California Code of Regulations, the purpose of the First Aid for Public Safety Personnel (FAPSP) course is to train lifeguards, fire fighters, and peace officers in the knowledge and skills necessary to help sustain life, reduce pain, and minimize the consequences of injury or illness until more advanced medical help arrive.

Aquatics, Swimming and Water Safety programs

Lifeguarding

The purpose of the Lifeguarding program is to train lifeguards to act with speed and confidence in emergency situations both in and out of the water. Topics include water rescue skills, surveillance and recognition, first aid, breathing and cardiac emergencies, CPR, AED and more.

Courses within the Lifeguarding Program include Lifeguarding (for facilities with pool depths greater than 7 feet), Shallow Water Lifeguarding (for facilities with pool depths less than or equal to 5 feet) and Aquatic Attraction Lifeguarding (for facilities with aquatic attractions and pool depths less than or equal to 3 feet). Lifeguarding courses are available in both the traditional, instructor led delivery as well as blended learning delivery, which combines eLearning with in-person skill practice.

Swimming and Water Safety

The Swimming and Water Safety Program teaches people of different ages and abilities how to be safe in, on or around the water and how to swim. In a logical progression, the program covers the knowledge and skills needed for aquatic skill development. As participants develop these skills, they become safer and better swimmers.

The Swimming and Water Safety program contains the following basic level courses and presentations:

- Parent and Child Aquatics (2 levels)
- Preschool Aquatics (3 levels)
- Learn-to-Swim (6 levels)
- Adult Swim (3 levels)
- Private Swim Lessons
- Water Safety Today
- Personal Water Safety
- Basic Water Rescue
- Small Craft Safety
- Home Pool Essentials: Maintenance and Safety (online only course)
- Water Safety Presentations:
 - General Water Safety
 - o Home Pool Safety
 - o Parent Orientation to Swim Lessons
 - Sun Safety
 - Rip Current Safety

The Swimming and Water Safety program offers two paths for instructor certification:

- Water Safety Instructor
- Basic Swim Instructor

Safety Training for Swim Coaches

The American Red Cross Safety Training for Swim Coaches program, which uses a blended learning delivery method that combines online knowledge acquisition and an in-water skills session. This program was developed in partnership with USA Swimming to teach those involved in competitive swimming, including coaches, officials, athletic trainers and aquatic exercise trainers, how to help:

- Maintain a comfortable and safe environment for swimmers.
- Prevent accidents and emergencies.
- Respond to swimmers with illnesses or injuries in water or on land.

The 6-hour full course combines web-based delivery of content, an online exam and a facility-based, in-water skills session. Other course options include an online-content only option (for coaches who have current American Red Cross Lifeguarding/First Aid/CPR/AED or Shallow Water Lifeguarding First Aid/CPR/AED certification).

Longfellow's WHALE Tales

The American Red Cross created Longfellow's WHALE Tales to help teachers and youth leaders teach children about safe behavior in, on and around the water. WHALE is an acronym for Water Habits Are Learned Early. The materials in the Longfellow's WHALE Tales K-6 Educational Packet are designed to give children an awareness of being safe around the water and to promote healthful aquatic recreation.

The American Red Cross Longfellow's WHALE Tales lessons teach children about water safety in different environments, such as pools, waterparks, oceans, lakes and rivers. It teaches them about water hazards around the home and neighborhood and covers sun safety, boating safety and much more. The program features fun, animated videos; colorful posters; stickers; activity worksheets; illustrated, color fact sheets; and three types of completion certificates. These leader-led program materials are available on Instructor's Corner (for instructors) and on redcross.org/whale-tales for individuals without access to Instructor's Corner.

Training programs for youth interested in becoming babysitters within their neighborhoods:

Babysitter's Training

The purpose of the Babysitter's Training program is to provide youth who are planning to babysit with the knowledge and skills necessary to safely and responsibly give care for children and infants. This course – designed for youth ages 11 to 15 – helps participants to develop leadership skills; learn how to develop a babysitting business, keep themselves and others safe and help children behave; and learn about basic child care and basic first aid.

INSTRUCTORS AND INSTRUCTOR TRAINERS

Instructor Certification

Certification occurs when an instructor candidate successfully completes the instructor course or the instructor bridge course (if qualified) and is issued an instructor certification indicating that all requirements have been met on that date.

Before an instructor can teach, s/he must be affiliated with an Authorized Provider or Licensed Training Provider and must sign the *Instructor Agreement and Instructor Code of Conduct*.

Once certified, an instructor may provide training based upon the affiliation with the training provider and the training provider's agreement with the Red Cross:

- As an employee or volunteer for an Authorized Provider, an instructor may provide training to the AP's employees as indicated in the *Authorized Provider Agreement*.
- As an employee or volunteer for a Licensed Training Provider, an instructor may provide training to the LTP's customers as indicated in the *Licensed Training Provider Agreement*.

Instructor Courses

Instructor courses train individuals to be able to teach the course or courses within a specific program. Most Red Cross instructor courses are a blended learning format featuring an online introduction to the instructor course and an in-person portion. The online portion typically includes a review of the Red Cross mission and services, an overview of the training program and materials, and an introduction to the tools and resources available to instructors. Successful completion of the online introduction is required prior to attending the first session of the in-person portion of the instructor course.

The in-person portion is led by a certified Red Cross Instructor Trainer (IT) in the specific program area and includes a precourse skills assessment, a review of the training program and materials, and features multiple practice-teaching assignments allowing instructor candidates the opportunity to practice teaching sections of the course for which they will be receiving an instructor certification

Upon successful completion of the instructor course, individuals will be granted a Red Cross Instructor certification permitting them to teach the course or courses within the training program area for a specific period of time, which is usually two years.

The specific prerequisites and details for instructor courses vary by training program. For information on instructor courses, visit the Instructor Candidates page for the training program of interest at https://www.instructorscorner.org/s/welcome (no login required).

To register for an instructor course in your area, interested instructor candidates can search for a class on the Red Cross website https://www.redcross.org/take-a-class or call 1-800-RED-CROSS.

For organizations wishing to train multiple instructor candidates, the Red Cross offers "Full Service" instructor courses in which a Red Cross Instructor Trainer delivers the instructor course on-site. For information on scheduling an instructor course at your location, contact your sales representative.

Instructor Bridging

Instructor bridging is an expedited instructor certification option that recognizes an individual's instructor certification and experience – either with the Red Cross or other national training organizations – in order to provide a Red Cross Instructor certification without the need to attend a full instructor course. Most instructor bridge courses are online only courses that are made available to eligible instructor candidates at no cost.

Individuals who qualify for and complete the instructor bridge course and process will be granted the same Red Cross instructor certification as an individual who completed the corresponding instructor course for the program.

Specific requirements for instructor bridges vary by training program and details can be found on the Instructor Candidate pages at https://www.instructorscorner.org/s/welcome (no login required).

Information for Instructor Candidates

The Instructor Candidate pages contain an extensive collection of resources and information for individuals interested in becoming a Red Cross certified instructor for various training programs. The Instructor Candidate pages are available at https://www.instructorscorner.org/s/welcome (no login required).

The program-specific pages available from this site contain:

- Instructor certification options and requirements
- Information candidates need to prepare to attend an instructor course
- Prerequisites and process information to complete an instructor bridge
- Program-specific Instructor Bulletins which include an overview of the key program details such as course-delivery options and lengths
- Course materials, equipment and supplies needed to conduct

Additionally, instructor candidate pages contain all digital program materials available to instructors for individuals who want to preview course materials without the obligation of purchasing print materials or to help instructor candidates prepare for their instructor course or instructor bridge.

Instructor Agreement and Instructor Code of Conduct

As part of the instructor certification and recertification process all Red Cross instructors are required to review and agree to the *Instructor Agreement and Instructor Code of Conduct*. Available on Instructor's Corner (www.instructorscorner.org) for certified instructors and the Instructor Candidates page (https://www.instructorscorner.org/s/welcome (no login required)), the *Instructor Agreement and Instructor Code of Conduct* outlines the Red Cross obligations to instructors and the instructors' obligation to the Red Cross related to the proper delivery and use of Red Cross training materials.

Instructor Get Started Guide

The Instructor Get Started Guide is a document for newly certified Red Cross instructors detailing the key initial steps that an instructor needs to complete in order to begin teaching Red Cross programs based on their new Instructor certification.

Key items featured in the Instructor Get Started Guide include:

- Ensuring instructors are appropriately aligned in the Red Cross Learning Center to the Authorized Provider and/or Licensed Training Provider organizations for whom the instructor will be teaching.
- Updating their user profile in the Red Cross Learning Center to ensure the instructor's profile includes contact information required for the Red Cross to be able to communicate critical program and administrative information throughout the instructor's certification period.
- Accessing Instructor's Corner and ensuring instructors are familiar with the various resources available within that site.
- Links to Additional Resources for instructors such as the Red Cross Store, the Course Record Entry Portal, and the Red Cross Learning Center.

The Instructor Get Started Guide is distributed to instructors at the completion of their instructor course and is available on Instructor's Corner (www.instructorscorner.org) in the "Onboarding" area.

Instructor Trainers

Instructor Trainers are individuals certified to teach Red Cross instructor courses to certify new Red Cross instructors. Similar to instructor requirements, in order for an instructor trainer (IT) to be able to teach instructor courses, the IT must:

- Be affiliated with an Authorized Provider or Licensed Training Provider
- Sign or agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct*.

Additionally, once certified as an IT, the IT is permitted to provide instructor training based upon their affiliation with the training provider and the training provider's agreement with the Red Cross.

Instructor Trainer Academies

Instructor Trainer Academies are training courses where instructor trainer candidates achieve their IT certification by participating in a training program led by a Red Cross Instructor Trainer Educator. IT Academy curriculum is focused on providing the IT candidates with the knowledge, skills, and familiarity with the Red Cross training program area so that the IT can train new instructors in:

- Skill expertise and mastery in the training program area,
- Facilitation and classroom management, and
- Understanding of Red Cross training tools, resources, and processes.

IT Academies are available for the First Aid/CPR/AED, Lifeguarding and Water Safety programs.

In order to attend an IT Academy, interested IT candidates must meet the qualifications and are required to complete an online application that includes providing details of the IT candidates' teaching experience to-date and information on the IT candidates' interest in becoming an IT. Once the application is submitted, a Red Cross Trainings Specialist reviews the application and contacts approved IT candidates with the steps to register for an IT academy.

A schedule of the nationwide IT Academy schedule and the specific requirements and process for IT applicants to apply to attend an IT Academy are available in the "IT Candidate" area of the "Instructor Lifecycle" area of Instructor's Corner (<u>www.instructorscorner.org</u>).

The Red Cross is always interested in partnering with organizations who would like to host an aquatic Instructor Trainer Academy at their facility. Program facility needs and requirements depend on the specific program area. Potential host facilities for aquatic Academies can complete the "Host IT Academy" application form located in the "Instructor Lifecycle" area of Instructor's Corner.

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Instructor Trainer Bridging

Instructor Trainer bridging is an IT certification option for currently certified Red Cross ITs to become an IT in a different training program area. Similar to instructor bridge courses, the IT bridge programs are online only courses covering key program information with a focus on conducting the instructor course for that program area.

Like the IT Academy process, to be able to register for an IT bridge, qualified individuals are required to complete an online application for review by a Red Cross Training Specialist. Once the application is submitted, the Training Specialist reviews the application and contacts the IT candidate with the steps to register for the academy. IT bridges typically include a nominal fee due at registration.

For information on whether an IT bridge course is available for a program area and for qualification requirements, you should refer to the Instructor Bulletin available on the Instructor Candidate page for that program (https://www.instructorscorner.org/s/welcome (no login required)) or on the "Bridging" area of the "Instructor Lifecycle" section of Instructor's Corner (www.instructorscorner.org).

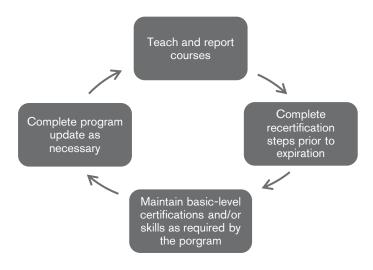
Instructor Trainer Agreement and Code of Conduct

Instructor Trainers are required to review and agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* as part of their IT certification process. A copy of the latest *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* is available on Instructor's Corner (www.instructorscorner.org).

Maintaining Instructor and Instructor Trainer Certification

Requirements to maintain instructor and IT certification varies by training program; however, requirements typically include maintaining a basic-level certification in the program area, teaching at least one class during the two-year certification period, completing an online recertification assessment or – depending on the program area – an in-person review course, and completing any instructor/IT update course as required by the Red Cross following a program update. Online Instructor/IT recertification assessments and updates are typically available at no cost during the update period.

A visual of the typical instructor or instructor trainer lifecycle is provided below.



For more information on the instructor lifecycle and maintaining certification requirements, instructors and ITs should review the program Instructor Bulletin, instructor's manual and instructor trainer's guide and should review the contents of the "Instructor Lifecycle" section of Instructor's Corner (www.instructorscorner.org).

Learning Center

The Red Cross Learning Center is the website where instructors and instructor trainers manage their instructor or instructor trainer certifications, keep their contact information up-to-date and, if applicable, complete online recertification assessments and updates. The website address for the Learning Center is https://classes.redcross.org.

Quality Assurance

The Red Cross is the leader in quality health and safety training, and it maintains that status by ensuring instructors and instructor trainers are provided the tools, resources and information to allow them to adhere to Red Cross training standards. In addition to maintaining quality programs and resources for training providers and instructors/ITs, the Red Cross also performs quality assurance (QA) reviews and investigations as necessary to ensure the training standards are being met.

With each QA concern that is brought to our attention we thoroughly review all aspects of the issue(s) and gather fact based information from all parties involved. Once all the facts of the issue(s) have been gathered we cross reference those facts against the Instructor or Instructor Trainer Code of Conduct, the AP/LTP Agreement, and the appropriate instructor's manual or instructor trainer guide to determine the appropriate course of action.

This quality assurance program maintains integrity of Red Cross training and certification for our training providers and the individuals, workplaces and communities where they train.

Support for Instructors and Instructor Trainers

In addition to program materials such as the instructor manual and instructor bulletin, there are a variety of support tools and resources for Red Cross instructors and instructor trainers available on Instructor's Corner (www.instructorscorner.org):

iConnection Newsletter

The *iConnection* newsletter is an email newsletter sent to all Red Cross instructors and instructor trainers every six weeks. *iConnection* articles detail program updates and enhancements, answers to frequently asked questions related to content within Red Cross programs, and information on enhancements to instructor tools and resources to help instructors deliver Red Cross training programs.

To ensure they receive the *iConnection* newsletter, instructors and instructor trainers are required to maintain an updated profile and email address in the Red Cross Learning Center.

How-To Videos

A series of How-To Videos available on the home page and in the "Administration" section of Instructor's Corner (www.instructorscorner.org) provide a step-by-step walkthrough of key actions and processes for both new and experienced instructors with screenshots and narration. Topics covered include:

- Accessing the Red Cross Learning Center
- Accessing Your Instructor Certification Record
- Accessing Your Teaching History
- Entering Course Records for Courses with Fees
- Entering Course Records for Courses without Fees
- Setting Up an Instructor Course
- Conducting and Closing Out an Instructor Course
- Setting Up a Basic-Level Blended Learning Course (Direct Links)
- Instructor's Corner Site Orientation

Forum

Available in the "Forum" section of Instructor's Corner (www.instructorscorner.org), the Forum is a collaboration space for instructors to discuss topics and to share information and best practices. Thousands of fellow instructors and instructor trainers from across the country participate in forums covering a variety of topics. Active groups include program specific groups such as First Aid/CPR/AED, Lifeguarding, and Water Safety Instructor as well as groups for instructor trainers and training networking.

Click-to-Chat and Support Center Case Submission

If instructors or instructor trainers have a question that is not adequately addressed through the Community or the resources available on Instructor's Corner, Instructor's Corner also includes capability for instructors or instructor trainers to submit a support case to the Training Support Center for non-urgent matters or to chat with a live representative for urgent matters.

CONDUCTING RED CROSS TRAINING PROGRAMS

Maintaining Training Standards

Quality, consistency and standardized delivery of courses are priorities of the American Red Cross. Red Cross courses are designed with standardized instructor outlines and lesson plans based on well-defined objectives to provide an optimal learning experience for a variety of participants. Many of the courses are designed to meet workplace certification and training requirements of different occupational settings, such as day care workers, workplace response teams, lifeguards, swim instructors and professional responders. Both the course participants and organizations that hire individuals with Red Cross certifications expect and depend on the quality training outlined in the program.

To meet the objectives of the courses and ensure standardized delivery, the course outlines and lesson plans included in the instructor manual must be followed. Facility availability or constraints, specific instructor-to-participant ratios, equipment-to-participant ratios or participant needs may necessitate the need to adapt the course outline while still maintaining the educational progression of the course. Adapting the training does not mean that instructors or instructor trainers can add to, delete or change content.

AP/LTP Course and Price Listing

The AP/LTP Course and Price Listing lists the courses available to training providers and their instructors. This list is organized by program area and includes course combinations and bundles to satisfy the various needs of training providers and their students.

Beginning in 2018, the Red Cross is implementing the practice of publishing an annual price list that will allow for modest price adjustments rather than larger increases that would more significantly impact our training providers.

The annual AP/LTP Course and Price Listing can be found on Instructor's Corner (www.instructorscorner.org) and will be provided to training providers via email each year well in advance of any pricing changes going into effect based upon our contracted agreements and terms and to allow our training providers to plan accordingly.

To have courses added to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, contact your sales representative.

Training Equipment and Supplies

Many Red Cross training programs require specialized training equipment and supplies. The program's instructor's manual outlines the specific equipment needs for each course. Maintaining the equipment ratios outlined in the instructor's manual allows instructors to deliver quality training, stay within the timelines for the training, as well as to provide course participants the time they need to properly practice and learn skills.

Equipment used in Red Cross training must be maintained in good working order to ensure participant safety and effective practice. Equipment that is not in good working order detracts from participant's willingness to learn and practice effectively.

All equipment used in Red Cross training should be maintained according to manufacturer guidelines. Equipment such as CPR manikins should be cleaned after each use according to the manufacturer guidelines. More details on manikin decontamination is available in instructor's manuals for courses that teach CPR and AED. When using equipment during training, training providers should ensure that instructors take all the necessary safety precautions.

Equipment and supplies such as CPR manikins, AED trainers and accessories are available for purchase from the Red Cross Store (<u>www.redcrossstore.org</u>).

Training Materials

Training materials for Red Cross programs including instructor's manuals, course presentation slides and videos are available in digital format on Instructor's Corner or for purchase from the Red Cross Store. To prepare for classes, instructors can download digital versions of participant materials for most programs from Instructor's Corner.

Print versions of participant materials can also be purchased from the Red Cross Store. Participants can download free digital course materials for most courses from www.redcross.org/participantmaterials.

Delivering Blended Learning Courses

The Red Cross offers a variety of blended learning course options for basic-level courses, instructor-level courses, and IT Academy training. Blended learning courses feature a combination of online learning and an in-person, classroom experience saving in-person training time while allowing course participants the flexibility to complete the online content at their convenience.

Direct Links

Rather than requiring the purchase of online keys and/or additional administrative course setup, Red Cross basic-level blended learning for the First Aid/CPR/AED, Basic Life Support for Healthcare Providers, Lifeguarding, and CPR/AED for Professional Rescuers programs use the Direct Links platform to provide participants access to the online content.

Instructors can easily access and send the Direct Link for First Aid/CPR/AED, Basic Life Support, Lifeguarding and CPR/AED for Professional Rescuers courses to their class participants. At the completion of the online content, participants print a completion record from the online course to bring to the in-person portion of the blended learning class.

A *Direct Links Resource Guide* is available on Instructor's Corner to provide an overview and step-by-step guide for instructors to use this platform. To find the resource guide, instructors should navigate to the "Administration" tab of Instructor's Corner (www.instructorscorner.org) and click the "Direct Links" section.

This area also includes other resources related to the online portion of blended learning including email templates for sending the online course information to course participants as well as troubleshooting tips for accessing and completing the online learning.

Instructor Course Blended Learning Set-Up

For instructor-level courses, the online content for blended learning is completed through the Red Cross Learning Center. This process requires the instructor course to be set up in advance with the

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assistance of the Training Support Center. Details and information on how to set up blended learning through this method are available on Instructor's Corner on the "Administration" tab of Instructor's Corner (www.instructorscorner.org) in the "Blended Learning" section.

Reporting Course Activity

Collection of information on course activity benefits both your organization and the Red Cross by:

- Providing records on students trained, which can be used by your organization to verify training requirements have been met.
- Providing statistics that help in health and safety program evaluation.
- Assisting in monitoring for quality assurance.
- Tracking instructor activity for maintaining instructor certification and recognition purposes.

Submitting Training Records Through the Course Record Entry System

The Course Record Entry (CRE) System is the site where course records can be entered or Learn-to-Swim training can be managed. The portal allows instructors to request digital certificates and make payments. Training providers are responsible for ensuring that your instructors submit training records in a timely manner upon completion of each class as indicated in program materials.

Upon submission of each course record, the instructor will select the payment option and is responsible to ensure the number of students and price per student including any promotional discounts is correct. Please be sure to provide your instructor(s) with guidance about your organization's pricing.

The website for the Course Record Entry System is www.redcross.org/courserecords. This site can also be accessed from a link on the Home page of Instructor's Corner. Additionally, a How-To Video for using the Course Record Entry System to submit course records along with a step-by-step document is available on Instructor's Corner.

Obtaining Course Completion Certificates

Digital certificates are available to students once the training fees have been paid. All students whose email address is entered in the Course Record Entry System will receive an email with a link to their certificate. Instructors can also print certificates immediately from the Course Record Entry System.

Certificates are available in two formats: 8.5" x 11" that can be printed or distributed electronically via email and wallet-size which are designed to be printed on standard business card cardstock.

In addition to email, participants may also obtain copies of their Red Cross certification by entering the required information on the Get Certificate of Completion Page at redcross.org/getcertificate.

Digital certificates include an alpha-numeric identifier and a QA code which allows the certificate to be validated by electronic means. Employers can verify participants' Red Cross certification by entering the 6-digit alpha numeric identifier on the Certificate Verification Page at <u>redcross.org/confirm</u>.

Additional information on digital certificates including a frequently asked questions document can be found on Instructor's Corner (www.instructorscorner.org) in the "Digital Certs" section on the "Administration" tab.

Payment Options

Payment for course records submitted in the Course Record Entry (CRE) system can made by credit card or your organization may submit a purchase order if your organization has been approved for invoicing. Details on invoicing requirements and terms are outlined in your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Invoices can be paid by check, ACH/EFT or credit card. Contact Billing Support to pay by credit card or set up ACH/EFT at the number displayed on the invoice. For more information on payment options for training and supplies, visit www.redcross.org/PHSSBilling to view billing frequently asked questions (FAQs).

AWARD AND ALLIANCES

Lifesaving Awards

The Certificate of Merit Award

The highest award given by the American Red Cross to an individual or team of individuals who save or sustain a life. The Certificate of Merit award is signed by the Chairman of the American Red Cross and the President of the United States, who is the Honorary Chairman of the American Red Cross.

The Lifesaving Award (for Professional Responder and Healthcare Providers)

Given to an individual or team of individuals who saves or sustains a life outside of a medical setting and had an obligation to respond as part of employment (e.g., on-duty lifeguards; police, fire and EMS personnel responding to a 9-1-1 call; professional health care workers). The certificate is signed by the Chairman of the American Red Cross and the President and CEO of the American Red Cross.

More information, including a nomination form for Red Cross Lifesaving Awards, can be found on Instructor's Corner at www.instructorscorner.org.

OSHA Alliance

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance and access to training resources on health and safety topics including emergency preparedness, disease prevention and first aid in the workplace.

More information about the alliance is available on the OSHA National Alliances website: https://www.osha.gov/dcsp/alliances/red_cross/red_cross.html.

American Red Cross Scientific Advisory Council

The American Red Cross Scientific Advisory Council is an independent panel of nationally recognized health and safety experts that helps establish the standard in first aid care and water safety. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response and disaster mobilization, the Council advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and water safety.

More information on the Scientific Advisory Council including scientific advisory statements and from the Council's bi-annual proceedings is available on the Instructor's Corner Science page: https://www.instructorscorner.org/s/science.

PERMISSIONS

Promoting Red Cross Courses

The American Red Cross has established graphic standards and guidelines for the use of the Red Cross name and logo. Red Cross training providers may use the name and logo when promoting and advertising American Red Cross courses, provided that the Red Cross name and logo appear in conjunction with one of the following statements:

- Proud Provider of American Red Cross Health and Safety Training
- Proud Provider of American Red Cross Lifeguarding
- Proud Provider of American Red Cross Learn-to-Swim
- Proud Provider of American Red Cross First Aid, CPR and AED Training
- Proud Provider of American Red Cross Caregiving Training

Such use of the **Red Cross name and logo** by training providers is permitted on:

- Websites and web properties used to promote classes
- Brochures, flyers and promotional material as provided electronically by American Red Cross
- Brochures, flyers and promotional materials developed by the training provider, subject to our Brand Standards and the additional guidance outlined below

The Red Cross name may be used on business cards and letterhead in conjunction with one of the statements set forth above. The Red Cross logo cannot be used on business cards and letterhead.

Please refer to redcross.org/brand for downloadable Red Cross logos.

Copyright Permission Requests

American Red Cross materials are proprietary and subject to copyright protection. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Training Providers are not authorized to edit or modify any American Red Cross material. Further you may not create derivative works of any American Red Cross material. Under clearly defined criteria, the American Red Cross may grant permission to use text, photographs, illustrations and audiovisual material from the American Red Cross.

Training Providers that wish to reproduce copyrighted American Red Cross Preparedness and Health and Safety Services materials must first obtain written permission from the American Red Cross. Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Training providers and instructors who have questions should contact their sales representatives or the Training Support Center.

Translations into Other Languages

The translation of American Red Cross materials into another language requires prior written approval from American Red Cross. Additional requirements may also apply. Contact your sales representative or the Training Support Center for more information.

Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services or provide program support for instructors, companies, agencies or organizations that are not within the jurisdiction of the United American Red Cross | Training Provider Resource Guide Dec 2017

States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. Training providers and instructors who have questions about training outside of the United States and/or its territories, should contact their sales representative or the Training Support Center.

ADDITIONAL PRODUCTS AND SERVICES

Automated External Defibrillators (AEDs)

The Consensus on Science and Treatment Recommendations for CPR and Emergency Cardiovascular Care (ECC) agrees that Sudden Cardiac Arrest can be treated most effectively by a combination of CPR and defibrillation. Along with providing comprehensive training on how to use an AED, the Red Cross partners with leading manufacturers to help your organization obtain the devices you need to keep your workplaces, schools and facilities safe. Contact your sales representative for current AED promotional offers.

Aquatics Examiner Service

The Aquatic Examiner Service (AES) Program is designed to:

- Develop goals to improve operations, training and performance.
- Increase lifeguard accountability, attention to safety, professionalism and pride.
- Reinforce and strengthen the lifeguard's emergency response skills.
- Maintain high lifeguarding operational standards.

The AES program starts with a Red Cross examiner conducting an in-depth facility tour to understand your safety and lifeguarding operations. You'll then receive a comprehensive, objective evaluation based on American Red Cross Lifeguarding program standards. As a follow-up, unannounced site visits will evaluate on-the-job lifeguard performance including surveillance and rescue skills.

For more information and to request a quote, visit redcross.org/aquaticexaminer.

Emergency and First Aid Kits

In addition to training program materials, equipment and supplies, the Red Cross Store provides a variety of emergency and first aid kits perfect for your workplace, for your home, or on the go. From car first aid kits to bleeding control kits to ANSI-compliant emergency cabinets, the Red Cross Store can provide the emergency response equipment you need.

Visit https://www.redcrossstore.org/ to browse our emergency and first aid products.

Red Cross Mobile Apps

Put expert advice in your hand with the Red Cross suite of free mobile apps. These apps can be downloaded from iTunes or Google Play. Please encourage your employees, instructors and participants to take advantage of these free tools!

The tools and preparedness information you need every day:

First Aid

Follow the simple step-by-step instructions to guide you through everyday first aid scenarios. It is fully integrated with 9-1-1 so you can call EMS from the app at any time. Videos and animations make learning first aid fun and easy. The content is preloaded, giving you instant access to all safety information at any time, even without reception or an Internet connection. Ahora disponible en español. Download from iTunes or Google Play or text "GETFIRST" to 90999.

Pet First Aid

Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. Get the app and be prepared to act when called upon. With videos, interactive quizzes and simple step-by-step advice it's never been easier to know Pet First Aid. Download from iTunes or Google Play or text "GETPET" to 90999.

Blood

Schedule blood donation appointments, track total donations and earn rewards as you help us meet the constant need for blood. Download from iTunes or Google Play or text "BLOODAPP" to 90999.

Hero Care

Whether you're the parent of a child joining the military or a family member of the military/veteran communities, Hero Care will connect you to important resources that can help you through both emergency and non-emergency situations. Ahora disponible en español. Download from iTunes or Google Play or text "GETHEROCARE" to 90999.

Disaster Apps deliver expert information when and where you need it most:

Emergency

Monitor more than 35 different severe weather and emergency alerts, to help keep you and your loved ones' safe. Ahora disponible en español. Download from iTunes or Google Play or text "GETEMERGENCY" to 90999.

Tornadoes

Get your family and home ready for a tornado. This is the complete solution you need to understand and prepare for a tornado. Ahora disponible en español. Download from iTunes or Google Play or text "GETNADO" to 90999.

Hurricanes

Monitor conditions in your area or throughout the storm track, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an area where a hurricane may strike or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETCANE" to 90999.

Earthquakes

Get notified when an earthquake occurs, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an earthquake-prone area or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETQUAKE" to 90999.

Flood

Get your family and home ready for a flood. This app is the complete solution you need to understand and prepare for flooding and all that comes with it. With interactive quizzes and simple step-by-step advice, it's never been easier to be ready! Ahora disponible en español. Download from iTunes or Google Play or text "GETFLOOD" to 90999.

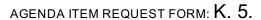
Free, fun and informative apps for parents and kids.

Swim

Get the most out of Red Cross swim lessons with the Swim App. Created as a companion to the newly-updated Learn-to-Swim program (including Preschool Aquatics), this app will help you keep your swimmer motivated, while providing you the latest in water safety guidance to help ensure your family stays safe in, on and around the water. Download from iTunes or Google Play or text "SWIM" to 90999.

Monster Guard

For kids, 7-11 years old. This app teaches preparedness for real-life emergencies at home with the help of Maya, Chad, Olivia and all the monsters. Download from iTunes or Google Play or text "MONSTER" to 90999.





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jenifer O'Kane, Tax Assessor

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve Amendment #2 to the Motor Vehicle License Registration Agent Agreement between Hays County Tax Assessor-Collector and HEB Grocery Company, LP. **SMITH/O'KANE**

Summary

Attached Amendment 2 and Exhibit A

Attachments

Amendment #2

AMENDMENT NO. 2

TO MOTOR VEHICLE LICENSE REGISTRATION AGENT AGREEMENT

WHEREAS, Hays County, a duly and lawfully organized county of the State of Texas ("**County**"), Hays County Tax Assessor-Collector ("**Tax Assessor-Collector**") and HEB Grocery Company, LP ("**HEB**"), collectively referred to as the Parties, entered into a Motor Vehicle License Registration Agent Agreement effective as of October 9, 2013 (the "**Agreement**"), and First Amended on September 8, 2015 ("First Amendment"); and

WHEREAS, the Parties desire to amend the terms of the Agreement to add a new Austin location and to state the bond amount pursuant to the terms set forth in this Amendment effective as of June 20, 2023 (the "Effective Date").

NOW, THEREFORE, for good, fair and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

- 1. Exhibit A (Locations) to the Agreement is hereby deleted in its entirety and replaced with Exhibit A, attached hereto.
- 2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following language adding the bond amount:

"The parties agree that Distributor may retain a processing fee of up to one dollar (\$1.00) to for each transaction involving a Registration issued and properly reported under terms of this Agreement. The processing fee is the only compensation Distributor will receive pursuant to this Agreement."

This Amendment shall only serve to amend and modify the Agreement to the extent specifically provided herein. All terms, conditions, and provisions of the Agreement which are not specifically modified and/or amended herein shall remain in full force and effect and shall not be affected by any provisions herein contained.

All capitalized terms used and not otherwise defined herein shall have the meanings assigned to those terms in the Agreement.

This Amendment may be executed in multiple counterparts by the parties hereto and shall be interpreted and construed with the Agreement as one and the same instrument.

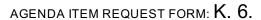
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

County of Hays	HEB Grocery Company, LP		
State of Texas			
Ву:	Ву:		
Print Name: Ruben Becerra	Print Name: Bill Anderson		
County Judge	Title: <u>Vice President, General Merchandise</u>		
Date:	Date:		
Ву:			
Print Name: Jenifer O'Kane			
Hays County Tax Assessor-Collector			
Date:			
Attest:			
By:			
Print Name: Elaine H. Cardenas MBA PhD			
County Clerk, Hays County			
Date:			

EXHIBIT A

Locations:

STORE / CORP #	ADDRESS	
Kyle #014	5401 South FM 1626, Kyle, TX 78640	
San Marcos 01 #243	641 East Hopkins Street, San Marcos, TX 78666	
Buda #477	15300 South IH 35, Buda, TX 78610	
Dripping Springs #611	598 E. Hwy US 90, Dripping Springs, TX 78620	
San Marcos 2 #455	200 West Hopkins St., San Marcos, TX 78666	
Wimberley #708	14501 RR 12 Wimberley, TX 78676	
Austin 33 #780	12225 US 290, Austin, TX 78737	





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jenifer O'Kane, Tax Assessor

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreements with Dripping Springs MUD (Municipal Utility District) 1. SMITH/O'KANE

Summary

The County has been asked to collect ad valorem taxes for Dripping Springs MUD 1.

Attachments

DSMUD1 Agreement

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

this contract.

	This contract is between Hays County, hereinafter called "Coun	ty", and the Dripping Springs
Municip	oal Utility District (MUD) #1, hereinafter called "District", and is	entered into on this the day
of	, 2023, under the provisions of Chapter 791 Gover	nment Code, V.T.C.S. and
Chapter	6, Property Tax code.	
I.	PURPOSE	
	The parties to this contract wish to consolidate the assessment as	nd collection of property taxes into
one enti	ty, Hays County, under the provisions of Section 6.24 of the Prop	perty Tax Code.
II.	TERM	
	This contract shall be effective from	through September 30, 2023, and

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- b. Mailing of current and all required delinquent tax statements.
- c. Correction of tax bills as required.
- d. Preparation of tax receipts.
- e. Preparation of tax certificates.

- f. Collection of current and delinquent taxes.
- g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2023. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify

County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year,

County shall calculate the cost of preparing, mailing and processing separate tax statement for the

jurisdiction. County shall forward to the District its notification of these costs for the separate statements

and their processing and the District agrees to pay such costs within thirty days of receiving the notice from

County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

Attest:

Dripping Springs MUD #1

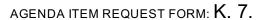
Secretary

Vice President

Hays County

Attest:

By:				
Elaine Cardenas, County Clerk	Ruben Becerra, County Judge			
Approved:				
Jenifer O'Kane				
Hays County Tax Assessor-Collector				





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jenifer O'Kane, Tax Assessor

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreements with Mirasol Springs MUD (Municipal Utility District). SMITH/O'KANE

Summary

The County has been asked to collect ad valorem taxes for Mirasol Springs MUD.

Attachments

Mirasol Springs MUD Agreement

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the Mirasol Springs	
Municipal Utility District, hereinafter called "District", and is entered into on this the 16th day of	
May , 2023, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter	6,
Property Tax code.	

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from May 16, 2023 through September 30, 2023, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- b. Mailing of current and all required delinquent tax statements.
- c. Correction of tax bills as required.
- d. Preparation of tax receipts.
- e. Preparation of tax certificates.

- f. Collection of current and delinquent taxes.
- g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2023. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify

County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year,

County shall calculate the cost of preparing, mailing and processing separate tax statement for the

jurisdiction. County shall forward to the District its notification of these costs for the separate statements

and their processing and the District agrees to pay such costs within thirty days of receiving the notice from

County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

Mirasol Springs Municipal Utility District

Attest:

By:

President

Hays County

Hays County

By:

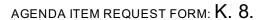
Elaine Cardenas, County Clerk

By:

Ruben Becerra, County Judge

Approved:

Hays County Tax Assessor-Collector





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Jenifer O'Kane, Tax Assessor

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreements with Wild Ridge MUD (Municipal Utility District). SMITH/O'KANE

Summary

The County has been asked to collect ad valorem taxes for Wild Ridge MUD.

Attachments

Wild Ridge MUD Agreement

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

this contract.

This contract is between Hays County, hereinafter called "County", and the Wild Ridge Municipal
Utility District, hereinafter called "District", and is entered into on this the day of
, 2023, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6,
Property Tax code.
I. PURPOSE
The parties to this contract wish to consolidate the assessment and collection of property taxes into
one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.
II. TERM
This contract shall be effective from through September 30, 2023, and
thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the
succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- b. Mailing of current and all required delinquent tax statements.
- c. Correction of tax bills as required.
- d. Preparation of tax receipts.
- e. Preparation of tax certificates.

- f. Collection of current and delinquent taxes.
- g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2023. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify

County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year,

County shall calculate the cost of preparing, mailing and processing separate tax statement for the

jurisdiction. County shall forward to the District its notification of these costs for the separate statements

and their processing and the District agrees to pay such costs within thirty days of receiving the notice from

County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

Wild Ridge Municipal Utility District

Attest:	
Secretary	By:President
Attest:	Hays County
Elaine Cardenas, County Clerk	By: Ruben Becerra, County Judge
Approved:	
Jenifer O'Kane Hays County Tax Assessor-Collector	



Hays County Commissioners Court

Date: 06/20/2023

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a proposal with Ultimate Kronos Group (UKG) related to the Budget/Payroll Office implementing a new County-wide Timekeeping System. BECERRA/DORSETT

Summary:

The current timekeeping system is at end of life and will no longer be updated or maintained. In Fiscal Year 2022 the Treasurer and payroll staff demoed Kronos and two other timekeeping systems, scoring the Kronos system highest. The Budget Office & Payroll Division recently completed a remote demonstration of the Kronos Timekeeping System and recommend implementation of this product. This system provides attestation functionality that enables all employees to approve timesheets in the solution, improves compliance as all rules and regulations are configured in the solution and has extensive reporting capabilities with data views. Additionally, the system fully supports shifts that cross the day break for law enforcement and properly records overtime and comp accruals which are currently manually entered into our system.

Fiscal Impact:

Amount Requested: \$245,813.60

Line Item Number: 001-621-00.5429 (\$125,280)

001-621-00.5411 (\$4,800) 001-621-00.5712_400 (\$51,333.60) 001-621-00.5718_700 (\$64,400)

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Fund were budgeted during the annual budget process to implement a new timekeeping system.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: OMNIA Cooperative Contract#18220

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

New Revenue Y/N?: N/A

Comments:

Attachments

Kronos Proposal

Quote#: Q-109260 Page 1/4



Quote#: Q-109260 Expires: 30 Jun, 2023

Sales Executive: Richard Fedorczyk

ORDER FORM

Order Type: Quote Date: 09 Jun, 2023

Bill To Contact: Vickie Dorsett

BIII To: COUNTY OF HAYS 712 S STAGECOACH TRL STE 1045 SAN MARCOS, TX 78666-5999 USA **Ship To Contact: Vickie Dorsett**

Ship To: COUNTY OF HAYS 712 S STAGECOACH TRL STE 1045 SAN MARCOS, TX 78666-5999 USA

Ship to Phone: (512) 393-2275

Ship to Mobile:

Contact: Vickie Dorsett

Email: vickie.dorsett@co.hays.tx.us

Currency: USD
Customer PO Number:

Solution ID: 6188528 Initial Term: 36 months

Billing Start Date: Upon Signature of Order Form

Data Center Location: USA

Shipping Terms: Shipping Point

Ship Method:

Freight Term: Prepay & Add Renewal Term: 12 months Payment Terms: Net 30 Days

Order Notes:

This order entered into between the Customer and Kronos Incorporated, a UKG company is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

The Launch Overview (Scope Statement) attached to this Order Form is a summary of the Implementation Services to be provided by UKG for the Implementation Services Fees outlined in this Order Form and incorporated herein by reference.

Before including any health related questions in UKG Dimensions Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	1,200	USD 6.00	USD 7,200.00
UKG DIMENSIONS ABSENCE	1,200	USD 1.50	USD 1,800.00
UKG DIMENSIONS ANALYTICS	1,200	USD 1.20	USD 1,440.00



Product Name	Quantity	PEPM	Monthly Price
Total Price			USD 10,440.00

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,HID PROX	16	USD 3,208.35	USD 51,333.60
Total Price			USD 51,333.60

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 4,800.00
Total Price		USD 4,800.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	16	USD 0.00	USD 0.00
Total Price			USD 0.00

Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS USER ADOPTION ASSESSMENT	Education Consultant	2	USD 1,200.00	USD 2,400.00
UKG DIMENSIONS TRAIN THE TRAINER PACKAGE	Education Consultant	3	USD 1,600.00	USD 4,800.00
Total Price				USD 7,200.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 54,000.00

A La Carte Services

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
Additional Interfaces	Grouped	1	USD 3,200.00	USD 3,200.00
Total Price				USD 3,200.00

Quote Summary



Quote#: Q-109260 Page 3/4

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 10,440.00
Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 51,333.60
Item	Total Price
Total Support Fee	USD 4,800.00
Item	Total Price
Total Fixed Fees	USD 7,200.00
Item	Total Price
Total One Time Fees	USD 57,200.00



Quote#: Q-109260 Page 4/4

COUNTY OF HAYS	Kronos Incorporated		
Signature:	Signature:		
Name:	Name:		
Title:	Title:		
Effective Date:	Effective Date:		
Invoice amount will reflect deposit received. All professional accordance with the Payment Term set out in this Order Fo to the relevant Kronos Terms and Conditions executed betw APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO B	rm. Unless otherwise indicated above, this order is subject veen the parties. THIS ORDER IS SUBJECT TO		

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.





Launch Overview

This Launch Overview outlines the scope of services to be provided by UKG for the implementation of the products purchased in the Subscription Offering. UKG's professional services engagements are designed to help customers successfully implement UKG Pro Core, as well as enable customers to easily layer additional UKG Pro features/modules over time based on priorities, schedules, and resources.

The Launch Services described herein are fixed price based and subject to the terms and conditions of the UKG SaaS Agreement (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Launch Overview.

Launch methodology ("Launch") provides proven and repeatable processes that are supported with standard tools, templates and proven training paths that deliver a successful launch of the Applications. UKG partners with the Customer throughout the Launch process performing tasks such as discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Applications. Launch will be delivered as described in this document.

1. Introduction to Launch

Deployment Strategy

The deployment of The Applications is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Applications based upon Customer's current environment, products purchased, Customer's available resources and other driving factors. This best practice approach will be tailored to Customer's business objectives. In all deployments, UKG Dimensions – Time will be deployed first and the project team members from UKG and Customer shall determine the deployment sequence for other areas of the Applications where applicable.

Launch Methodology

The Launch Methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Customer's existing human capital management and workforce management (where applicable) functions from Customer's legacy provider to the Applications. UKG's deployment methodology includes the following phases:

Plan: Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and software access.

Discover: This phase is designed to profile Customer's configuration through review of existing reports, analyze requirements to develop a solution design, and configure the solution.

Build: This phase is designed to configure Customer's UKG Pro solution and migrate employee data into UKG Pro from legacy system. This is inclusive of all UKG Pro solutions intended to be deployed on your first live date. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.

Test: This phase is designed to test the migrated employee data and provide comprehensive testing for all components that will be deployed on First Live Date.

Deploy: This phase is designed to finalize configuration and data in order to execute a First Live Date.

2. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the Roles and Responsibilities sections of this document. UKG and Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under UKG and Customer columns, this means the task is a shared responsibility with UKG having primary responsibility to lead the task to completion.

Project Management	UKG	Customer
Manage the respective team's project resources, budget, and deliverables to ensure they are being met per the project timeline.	$\sqrt{}$	$\sqrt{}$
Create weekly status reports and facilitate weekly status calls. Report out status to stakeholders.	$\sqrt{}$	
Resolve project issues.	$\sqrt{}$	$\sqrt{}$
Provide Customer communications and general project-related management activities	$\sqrt{}$	
Perform roll-out activities (change management/ train the trainer) for managers and employees.		$\sqrt{}$

Plan	UKG	Customer
Provide access to the UKG Pro Modules as contracted in the Agreement	$\sqrt{}$	
Facilitate the kick-off meeting.	$\sqrt{}$	
Attend and participate in the kick-off meeting and discovery meetings.	$\sqrt{}$	V
Assist in defining necessary Customer resources and a training plan as part of the project plan	$\sqrt{}$	
Key project resources attend recommended training courses		$\sqrt{}$

Discover	UKG	Customer
Gather all available policy and procedure documentation as well as completion of the data collection tool.		$\sqrt{}$
Describe the expected solution, business processes and business rules for all employee groups.		$\sqrt{}$
Facilitate rapid review, feedback, and signoff on all project documentation to meet project deadlines.		$\sqrt{}$
Lead discovery sessions to gather business requirements	$\sqrt{}$	
Participate in discovery sessions to provide business requirements		V
Define project assumptions, risks and system configuration requirements based on completed discovery and recommend configurations.	$\sqrt{}$	

Build	UKG	Customer
Complete a company setup containing all of the business rules and complete unit testing to validate configuration.	$\sqrt{}$	
Perform unit and functional testing	$\sqrt{}$	$\sqrt{}$
Share data mapping process and field specifications with Customer.	$\sqrt{}$	
Provide data translations and field mapping defaults for all required fields		V
Provide source data for production processing in the UKG approved conversion table formats.		V
Convert Customer Data from UKG's conversion table format	$\sqrt{}$	
Review and approve converted data according to the agreed upon schedule.		V
Create interfaces as defined in the Launch Guidelines/Assumptions section of this document.	$\sqrt{}$	

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Build	UKG	Customer
Supply technical support required for system integration and data conversion	\checkmark	$\sqrt{}$

Test	UKG	Customer
Customer project team members to attend recommended training courses.		$\sqrt{}$
Perform system testing.	$\sqrt{}$	V
Perform interface testing	$\sqrt{}$	$\sqrt{}$

Deploy	UKG	Customer
Assure that adequate end-user training has been completed before the use of the Applications in a production environment.		$\sqrt{}$
Provide production support and post-live support for transition to UKG's Customer Support team.	$\sqrt{}$	
Perform project wrap-up activities, including, closing open issues.	$\sqrt{}$	V

3. Project Management Processes

Defining the scope is the process of reviewing all contract documents and confirming deliverables the project team will complete. The scope is defined during the discovery of Customer's business requirements in the planning phase.

Planning for resources is the process of assembling the project team. It is imperative that the proper resources with the right skills are available for specific tasks when needed. The resource plan is a combination of the roles and responsibilities detailed in the kickoff presentation and the project schedule.

Developing the project schedule is the process of creating a list of tasks and placing them in sequence with due dates. The project schedule also includes identifying critical tasks and milestones so the project team knows where to focus their efforts and can track their progress. The project schedule is documented in the online Project Console.

Creating and maintaining an action log is the process of creating and maintaining a list of open action items that have been identified but not resolved (an "Action Log"). An Action Log is maintained during the project.

Facilitating status meetings is the process of scheduling and executing recurring team meetings to review the project schedule, Action Log, and project risks. The purpose of the meeting is to present an overall status to the team. This process does not include working sessions to address open items. Working sessions to resolve items will be scheduled outside of the status meetings.

Managing change is the process of identifying, approving, and authorizing new scope to the existing project once the product deployment schedule has been agreed to and documented.

Closing the project is the process of confirming that all project deliverables have been delivered and accepted by an authorized team member.

4. Education Services

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Applications and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

Regional Classroom Training

UKG shall provide hands-on training at a regional classroom training facility, pursuant to any published training schedules and availability and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of Customer, such as transportation, hotels, meals, etc., will be the responsibility of Customer.

Virtual Learning Environment Training

UKG shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution.

Self-Paced Training

UKG shall provide self-paced product training.

Note: UKG also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

5. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. The project team is assembled using team members from Customer and UKG, Kronos, Incorporated and its affiliated companies, and UKG Certified Partners (UKG trained and approved channel of consulting services resources). UKG uses employee resources and may use Kronos, Incorporated and its affiliated companies and Certified Partners to assist in the performance of Launch or consulting services under this Agreement. Customer hereby authorizes access by UKG, Kronos, Incorporated and its affiliated companies, and Certified Partners to the Customer information necessary to perform such services. This may include access to Customer's Confidential Information. All Certified Partners are subject to the confidentiality and security provisions of this Agreement and UKG will be responsible for the actions of its Certified Partners. Prior to the end of the project, an ongoing support team will also be introduced.

The UKG project team is comprised of experienced industry experts specializing in specific areas of Launch. The team roles and key responsibilities are listed below:

Team Resource	Key Responsibilities
Delivery Manager	UKG Project SponsorGains commitment for all project resources
Project Manager	 Primary Point of Contact Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develops and manages project schedule Mitigates project risks Communicates overall project status and provides project reporting Communicates overall project status and provides project reporting
Integration Consultant	 Responsible for integration file creation and delivery Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant – UKG Dimensions Only	 Advises designed customer resources to support the delivery of change management and user training for managers and employees

Customer Team Resources	Key Responsibilities
Executive Sponsor	 Customer Project Sponsor Gains commitment for all project resources Provides executive-level support to the project team. Ensures that the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	 Primary Point of Contact Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicates overall project status and provides project reporting to Customer Steering Committee if applicable Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution Channels the team's activities toward application configuration and executing the project.
Time Subject Matter Expert	Customer's primary time representative and designated decision maker in the area of time tracking.
Other Subject Matter Experts	Customer's primary resource and designated decision maker in their specific specialty area (i.e., general ledger or banking)
System Admin/Owner	 Customer's primary resource for system configuration, system knowledge, and application security.
Technical Resource	Customer's primary resource for technical issues related to data conversion, integrations, and security.

6.

Functionality Deliverables:
Working in close collaboration, Customer and UKG will deploy the following modules and functionality (if purchasing):

vvorking in close collaboration, Customer and Ur	(G will deploy the following modules and functionality (if purchasing):
Module	Core Functionality
UKG Dimensions (This includes UKG Dimensions Timekeeping, UKG Dimensions Accruals)	UKG Dimensions Timekeeping gets you started with the ability to accept punches and pay employees accurately through these core capabilities: Time capture and workflow automation Adherence to policy through automated pay calculations Automated time collection Time-off balance tracking Access to timekeeping information and self-service workflows Visibility into labor tracking and accounting Access to schedules Mitigation of compliance risk Proactive exceptions management UKG Dimensions Accruals entitlement becomes the system of record for accruals and adds comprehensive accrual administration to UKG Dimensions Timekeeping by automatically enforcing your time-off policies with: Automated accruals policy Access to timekeeping information and self-service workflows Mitigation of compliance risk Time-off balance tracking Visibility into labor tracking and accounting
UKG Dimensions Analytics	UKG Dimensions Analytics provides valuable insight to your workforce through the following capabilities: Empowering decision-makers with real-time labor analytics Proactive exception managements Visibility into labor tracking and accounting

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Module	Core Functionality
UKG Dimensions Absence	UKG Dimensions Absence provides consistent enforcement of accruals, leave and attendance policies through: Automated accruals policy Access to timekeeping information and self-service workflows Mitigation of compliance risk Time-off balance tracking Visibility into labor tracking and accounting Efficient and accurate leave management Consistent enforcement of attendance policies (if purchasing Attendance)

7. Launch includes:

- Business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.
- Configuration of the Applications modules purchased under the Agreement.
- Customer training

 as described in the Agreement

 to allow knowledge transfer and maximize the value of the
 Applications.
- Interface development Configuration and scheduling of interfaces as listed in the Launch Guidelines/Assumptions section of this document.
- Data conversion Conversion of the Customer's data as described in the Launch Guidelines/Assumptions section
 of this document.

8. Launch Guidelines/Assumptions

The following assumptions and guidelines were used in preparing this Launch Overview:

- General Assumptions/Guidelines:
 - The typical Launch period is four (4) months. All Launch services end when the agreed upon scope of services is completed or expire six (6) months after the Effective Date of the Agreement, whichever comes first. If additional services are required, they will be contracted separately.
 - Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
 - UKG will communicate with Customer's Project Manager, the appointed point of contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
 - Customer is responsible for all hardware, software, and services provided by other consultants or third-party vendors that may also be involved with the project.
 - UKG will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
 - UKG will not be responsible for troubleshooting applications or hardware not provided by UKG.
 - Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond
 the initial scope of this Launch Overview is required, Customer may be charged.
 - Each module will have one (1) deployment (phase) for all employees. If additional phases are needed, additional fees may apply.
 - All project tasks are completed through our virtual (offsite) deployment model. All Launch and deployment resources are available virtually. Additionally, Customer's team is not required to travel to UKG for any part of the Launch process. Unless otherwise agreed to in an authorized service request or work order, UKG's team members will not travel to Customer's locations to complete the Launch services. If onsite work is preferred or required, please discuss this exception with the UKG Delivery Manager. UKG has consulting service solutions that are not included with the infrastructure and Launch fee but can be purchased as a value-added service.
- Project Assumptions:
 - UKG Dimensions Timekeeping:
 - 2 tenants (1 production and 1 non-production) are included in this deployment
 - Conduct one Solution Development Workshop with your project team to create one solution design for your organization.
 - Interfaces:
 - 1 demographic data import from 3rd party HR to Dimensions
 - 1 payroll export from Dimensions to 3rd party PR

- 1 accrual balance import from 3rd party HR to Dimensions (as applicable)
- Up to 25 Employee Pay Groups
 - Employee Pay Groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g., overtime, shift premiums, holiday zones, etc.)
- 2 Yes / No questions for employees to attest with workflows
- Up to 20 Accrual Polices
- Up to 5 Collective Bargaining Agreements.
- UKG Dimensions Analytics:
 - Deployment of industry best practice dataviews leveraging standard KPIs available in UKG Dimensions Analytics
 - Up to 20 dataviews
 - Up to 25 KPIs/metrics configuration
 - Up to 7 standardized report
 - Pay code analysis and mapping to KPI requirements
 - Up to 100 paycode mappings with up to 20 mapping categories
- UKG Dimensions Absence:
 - Comprehensive administration of leave cases
 - Flagging of Attendance violations and workflow structure to handle verbal and written actions pertaining to Attendance standards
 - Up to 4 Attendance policies. Note that complex attendance business policies may require 2 or more attendance policies in UKG Dimensions to fully implement.
 - Federal Leave policies and 2 state policies, one-time load of existing leave history per UKG provided format.

9. Service Request

Requests for change to this Launch Overview or the project it covers must be submitted to your project in writing or in the form of an electronic service request.

Any of the following items will be considered out of scope and require a service request:

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the project plan

UKG will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been signed by the Customer.

10. Additional Services Included in Launch Fees

- UKG Dimensions
 - The following service pricing is applicable during the Launch period

Additional Services	Description	Quantity
UKG Dimensions User Adoptions Assessment	UKG will work with designated Customer resources to ensure ongoing user adoption including: Conduct evaluation of user adoption needs Review of user adoption resources for up to 15 participants per workshop Provide access to user adoption action plan, along with adaptable change management, user training learning, and reinforcement tools and templates	
UKG Dimensions Train the Trainer	UKG will work with designated Customer training resources to support user training leveraging a train the trainer approach including:	3

Additional Services	Description	Quantity
	 Consult on training delivery for manager and employee roles fup to 15 participants per workshop Provide review of manager lev course including access to har on exercises with the most common tasks for managers Provide access to adaptable presentation and participant gumanagers 	or el nds-





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Commissioner Shell
Co-Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to authorize the Budget/Payroll Office to implement a payroll reduction authorization process for overpayments to county employees. SHELL/COHEN/DORSETT

Summary

The Budget/Payroll Office has identified multiple employees that have been over paid and would like the Court's authorization to work with employees on a salary reduction authorization process for repayment of those funds in an effort to not create a hardship on the employee.



Hays County Commissioners Court

Date: 06/20/2023

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Commissioner Shell
Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the Budget Officer to work with VALIC Financial Advisors on a "make-whole" contribution process to identify negative impacts on employees deferred compensation accounts as a result of missed contributions and amend the budget accordingly. SHELL/COHEN/DORSETT

Summary:

The Commissioners Court was notified on May 23rd that the County Treasurer did not fund employee deferred compensation accounts for the April 15th, April 30th and May 15th pay periods. The Budget Officer has contacted the county VALIC Financial Advisor regarding a make-whole process to identify any missed gains for the late contributions. In order for VALIC to proceed, the County will need to submit a formal make-whole request and 10% of the missed contributions total in order to fund any losses to individual employee deferred compensation accounts. The portion of the 10% that is not needed to fund any losses that are identified will be returned to the County. Additionally, there will be a \$100 per hour fee charged to the county for this process with an estimated 2-hour time frame to complete the calculations.

Fiscal Impact:

Amount Requested: \$4,302.11 (10% make-whole deposit)

\$100 per hour fee for processing

Line Item Number: 001-645-00.5309

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding, county-wide contingencies.

\$4,600 - Increase Employee Deferred Compensation 001-645-00.5309 (\$4,600) - Decrease County-Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 06/20/2023

Requested By: HIGGINS

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action authorizing the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Criminal District Attorney's Office. SHELL/HIGGINS

Summary:

The current contract for the benefit of the Hays County Criminal District Attorney's Office is set to expire on July 31, 2023. This new contract will be for one year in the amount of \$1,500. This contract assists investigators in locating witnesses, defendants, and victims associated with criminal and civil investigations.

Fiscal Impact:

Amount Requested: \$1,500

Line Item Number: 001-607-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: State Agency Contract

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

New Revenue Y/N?: N/A

Comments:

Attachments

TWC Contract for DA

TEXAS WORKFORCE COMMISSION

		TWC Contract Number	2923EDE060
TITLE	INFORMATION RELEASE CONTRACT		
	Recipient		
Name	Hays County for the benefit of Hays County Criminal District Attorney's		Attorney's
Name	Office		
Street Address	Address 712 S. Stagecoach Trail, Ste. 207		
City/State/Zip	te/Zip San Marcos, Texas 78666		
Telephone Number	(512) 393-7618		

Contract Period

This Contract shall begin on August 1, 2023("Begin Date") and shall terminate on July 31, 2024 ("End Date"), unless all parties have not executed this Contract before August 1, 2023, in which case the Begin Date will be the date on which the last signature occurs. With mutual consent each year, this Contract may be renewed for subsequent one (1) year terms but with a maximum of four (4) renewals. The total term of this contract must not exceed five (5) years.

Funding Information		
The total amount of this Contract will not exceed the sum of \$1,500.00		
Remarks		

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Information to be provided by TWC will include:

- wage records (WR),
- unemployment compensation claim benefit data (UI),
- employer master file (ER) inquiry.

Type of Access:

Online access only

Number of online users and rate:

1-10 for \$1,500/year for one year.

Prior contract reference: This contract replaces and supersedes all previous contracts, including 2922PEN059.

Information Release Contract: February 2022

TWC Contract Number: 2923EDE060 - HAYS COUNTY

Page 1 of 6

Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission		Recipient: Hays County for the benefit of Hays County Criminal District Attorney's Office	
John Greytok	6/5/2023		
John Greytok	Date	Ruben Becerra	Date
Senior Adviser to the Executive Director		Hays County Judge	

Information Release Contract: February 2022

TWC Contract Number: 2923EDE060 – HAYS COUNTY

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A 44 1 4 E				
Attachment F	Certificate of Destruction for Contractors and Vendors			
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Information Release Contract: February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY Page 3 of 6

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 - Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

Information Release Contract: February 2022

TWC Contract Number: 2923EDE060 – HAYS COUNTY

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- another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

Information Release Contract: February 2022

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- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

Remainder of page intentionally left blank.

Information Release Contract: February 2022

TWC Contract Number: 2923EDE060 – HAYS COUNTY

Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND HAYS COUNTY FOR THE BENEFIT OF HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.
- 2.2 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.
- 2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

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- 3.1.1 <u>Direct Oversight of Users</u>. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts ("Users,") are direct Recipient employees.
- 3.1.2 <u>Annual Fee and Payment</u>. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) calendar days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a "local entity", Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.3 <u>User Documents</u>. All prospective online Users must execute a Texas Workforce Commission User Agreement ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").
- 3.1.4 <u>User Document Submission and Maintenance</u>. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement ("User Agreement"), Attachment C and the Security Training certificate with a completed Transmittal Cover Sheet ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements, which are subject to on-site and desk review audits.
- 3.1.5 <u>Annual User Renewal</u>. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted with a completed Cover Sheet no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.
- 3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.7 <u>Monthly Review</u>. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The

Information Release Contract Attachments– February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY

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INFOMRATION RELEASE CONTRACT

- documentation of the review process should be maintained on file for review by Agency upon
- Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed 3.1.8 User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.
- 3.1.9 Changes to TWC Information Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.10 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.
- 3.2 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.
 - Offline Request Submission. For matches of wage records to SSNs, unemployment 3.2.1 compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed Request for Texas Workforce Commission Records, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.
 - 3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.
 - 3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.
 - 3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.

3.3 Additional Requirements.

- Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards 3.3.1 and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in Safeguards for TWC Information, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.
- 3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

Information Release Contract Attachments-February 2022 TWC Contract Number: 2923EDE060 - HAYS COUNTY Page 3 of 13

INFOMRATION RELEASE CONTRACT

- 3.3.3 <u>Enduring Obligation.</u> Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.3.4 <u>Audit</u>. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation, and audit by Agency.
- 3.3.5 <u>Inspections</u>. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed Quarterly Self-Assessment Report, Attachment G, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.
- 3.3.7 <u>Identity Theft Protection</u>. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.3.8 <u>Significant Change</u>. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.3.9 <u>Computer Resources</u>. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.3.10 <u>Data Source</u>. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 <u>Designation</u>. The Parties designate the primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

Agency Contact Person

DocuSign Envelope ID: E4F60807-7B2B-4660-A38D-B11E5424E4A9
TEXAS WORKFORCE COMMISSION
INFOMRATION RELEASE CONTRACT

Contract Management Team
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (737) 400-5482 Fax: (512) 936-0219

Email: <u>DEContracts@twc.texas.gov</u>

- 4.2 <u>Notice</u>. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.
- 4.3 <u>Notice to Alternate</u>. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 <u>Change</u>. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 <u>Communications</u>. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 - Parties Option for Extension and Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

Remainder of page intentionally left blank.

Attachment B

SAFEGUARDS FOR TWC INFORMATION

- 1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:
 - "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files, or data compilations.
- 2. <u>Monitoring</u>. Recipient shall monitor its Users' access to and use of TWC Information and shall ensure that TWC Information is used only for the following "Limited Purpose" as set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
- 3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
- 4. <u>Protection</u>. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
- 5. <u>Access</u>. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
- 6. <u>Instruction</u>. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
- 7. <u>Disposal</u>. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose(s) is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this Contract and incorporated for all purposes.
- 8. <u>System</u>. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
- 9. <u>No Disclosure or Release</u>. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
- 10. <u>Unauthorized Disclosure</u>. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

Information Release Contract Attachments—February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY Page 6 of 13

TEXAS WORKFORCE COMMISSION INFOMRATION RELEASE CONTRACT

- 11. Authorized Disclosure. TWC Information may only be disclosed:
 - to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose(s); and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
- 12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
- 13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
- 14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
- 15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
- 16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
- 18. Federal Regulation. Recipient shall comply with all requirements of Safeguards for TWC Information as required by 20 CFR Part 603 and this Contract relating to safeguarding TWC Information and ensuring its confidentiality.
- 19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a coworker, family member, or friend.
- 20. Screening Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
- 21. Screening All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
- 22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit AES encryption and the current FIPS 140 series encryption standards.
- 23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
- 24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Information Release Contract Attachments-February 2022 TWC Contract Number: 2923EDE060 - HAYS COUNTY

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TEXAS WORKFORCE COMMISSION INFOMRATION RELEASE CONTRACT

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I,		
(User's Printed Name)	(User's Social Security Number)	
(User's work phone number)	(Print User's work street address)	
(Print User's employer)	(Print User's work email)	
acknowledge that I will be assigned a personal User II computer system. Under no circumstances will I allow belonging to anyone else. As an online User with accheld personally accountable for my actions and for an Information is limited to the following "Limited Purpowitnesses, and fugitives in criminal cases; to assist in absconders; to assist in locating respondents and witnesmaintains a record of the individuals and employers w TWC Information about any individual or employer e allowed access to TWC Information about myself.	w my User ID or password to be used by any other ess to confidential TWC data ("TWC Information" y activity performed under my User ID. I understates (s)" only: to assist in criminal investigations; to locating persons with outstanding warrants; to assist esses in asset forfeiture cases and child protection of whose TWC Information I gain access to, and that I	individual, nor will I use one), I understand that I will be nd that the use of TWC assist in locating defendants, at in locating probation cases. I understand that TWC am not allowed access to
I will not enter any unauthorized data or make any chawritten or printed form, or in any other manner withou Information to other governmental entities, including	nt prior written authorization from TWC. I will not	
I understand that under Texas Labor Code §301.085, a it is a criminal offense to solicit, disclose, receive or u TWC Information that reveals: (1) identifying information that foreseeably could be combined with other publicl individual or past or present employer. This offense is	se, or to authorize, permit, participate in, or acquient ation regarding any individual or past or present em y available information to reveal identifying inform	sce in another person's use of aployer; or (2) information nation regarding any
I understand that under Texas Penal Code §33.02(a), i computer system without the effective consent of the confinement in jail for up to 180 days or up to 99 year	owner. Depending on the circumstances, the offens	se is punishable by
I have read and had explained to me the confidentiality with TWC. I understand and agree to abide by these provision of this User Agreement, I will jeopardize my	equirements. I understand that if I violate any of the	
Signature of User		Date signed
Supervisor Approval: I have instructed the User lister obtained under the contract with TWC, including the in state law for unauthorized disclosure of TWC Information.	requirements of 20 C.F.R. § 603.9 and the sanction	
Signature of Supervisor	Printed Name	Date signed
Approval of Contract Signatory or Contact Person	named in Contract:	
Signature of Contract Signatory or Recipient Contact	Person Printed Name	Date signed

All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract. An incomplete User Agreement will be rejected.

Information Release Contract Attachments—February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY

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Attachment D

TRANSMITTAL COVER SHEET FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES AND EXISTING USER TRAINING CERTIFICATES

To:	EAGL	E Administration	
		via email to:	EAGLEsupport@twc.texas.gov (Document must be scanned and encrypted before sending)
		via fax to:	512-463-6394 Number of pages including cover sheet:
		via mail to:	EAGLE Administration Texas Workforce Commission 101 East 15 th Street, Room 0108 Austin, TX 78778-0001
From:			(Recipient Contact Person)
			(Recipient Contact Person email)
Re:	User A	greement(s) and Tra	nining Certificate(s) attached
Instruc	ctions:		
• Us	er Agree	ement and Training Ce	ertificate must be submitted together for each individual.

 $\underline{\textbf{For questions regarding the User Agreement, please email}} \, \underline{\textbf{EAGLE support@twc.texas.gov}}$

Only one cover sheet is required if submitting documents for more than one User at the same time.

Note: An incomplete User Agreement will be rejected

TEXAS WORKFORCE COMMISSION INFOMRATION RELEASE CONTRACT

Texas Workforce Commission Certificate of Destruction for Contractors and Vendors

Attachment F

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. https://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88 with-errata.pdf									
Contact Name		Title			Company N	ame and	d Address		Phone
Y	ou may a	attach an inver	itory of	the media if ne	eeded for b	ulk me	dia disposition	or destruction	l.
Me	edia Type					Med	dia Title / Docum	ent Name	
HARD COPY		ELECTRONI	С						
Media (Paper, Microfilm, Co	Descript mputer M	ion edia, Tapes, etc	.)						
	of Reco								
Document / Re	cord Track	king Number		TWC Item	n Number		Make / M	odel	Serial Number
		CLEAR	٧	ho Completed	?		Who	Verified?	
Item Sanitization		PURGE	Р	hone			Phor	ne	
		DESTROY	D	ATE Complete	ed				
Sanitization Method ar	nd/or Prod	duct Used →							
			R	eused Internal	ly			Destruction /	Disposal
Final Disposition of Me	edia		R	Reused Externally Returned to		Returned to	Manufacturer		
			C	Other:					
Comments: If any TWC Data is retained , indicate the type of storage media, physical locations(s), and any planned destruction date.									
Description of TWC Data Retained and Retention Requirements:									
Description of TWC Da	ita Ketair	ned and Reten	tion Re	equirements:					
Proposed method of dest	ruction for	TWC approval:		Type of st	orage med	ia?			
				Physical location?					
				Planned d	estruction	date?			
Within five (5) days of des	struction o	r purging provid	e the T	WC with a signer	d statement	containir	ng the date of cla	earing purging	or destruction
description of TWC data						Jointallill	ing the date of on	samig, parging (or destruction,
Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.									
R	ecords D	estroyed by:					Records De	struction Verif	fied by:
Signat	ure			Date			Signature		Date
		<u> </u>							

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission Certificate of Destruction for Contractors and Vendors

Attachment F

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88 with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- <u>Hard Copy</u>. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- <u>Electronic (or soft copy)</u>. Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.
- 1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
- 2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some PURGE techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
- 3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
- 4. For media that has been damaged (i.e., crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
- 5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.
- 6. Send the signed Certificate of Destruction to:

Texas Workforce Commission Information Security Office Room 0330A 101 E. 15th Street Austin, TX 78778-0001 FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.texas.gov

Final Distribution of	Original to:	Chief Information Security Officer
Certificate	Copy to:	Your Company Records Management Liaison - or - Information Security Officer TWC Contract Manager

GP Revised: 09-02-

Information Release Contract Attachments—February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY

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Attachment G

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information. The period covered is -Year: Quarter \square Q1, \square Q2, \square Q3, \square Q4 The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the Safeguards for TWC Information (Attachment B of the Contract), during the previous period, to include the following: Yes: __ No: __ 1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Exhibit 1. Request and Safeguard Plan of the Contract. Yes: No: 2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information. Yes: No: __ 3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means. Yes: No: 4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems. Yes: No: 5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in Safeguards for TWC Information (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). Yes: __ No: __ 6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract. Yes: __ No: __ 7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly. Yes: _ No: __ 8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.) Yes: __ No: __ 9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: __ No: __ 10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in Safeguards for TWC Information (Attachment B) and the TWC Contract.

Information Release Contract Attachments—February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY Page 12 of 13

DocuSign Envelope ID: E4F60807-7B2B-4660-A38D-B11E5424E4A9

TEXAS WORKFORCE COMMISSION INFOMRATION RELEASE CONTRACT

11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: No:			
12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: No:			
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.texas.gov .	Yes: No:			
14. All users have completed the training within the previous 12 months.	Yes: No:			
15. Do you re-disclose to other entities under Section 6, Redisclosure Authorization, Roles and Responsibility, of Attachment A of the contract?	Yes: No:			
If yes, Receiving Agency ensures that contract personnel are held to the same standard of processing, training, and protecting information as Recipient Agency employees who have a need to use the TWC information for the Limited Purpose.	Yes: No:			
By signature hereon, the Contract signatory or the entity's internal auditor certifies that:				
All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and				

В

Signature	Date
Printed Name and Title	

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department | Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

SelfAssessmentReports@twc.texas.gov Email:

Fax: 512-936-021

Information Release Contract Attachments-February 2022 TWC Contract Number: 2923EDE060 – HAYS COUNTY Page 13 of 13

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental	Hays County for the benefit of
	entity/Responsible Financial Party	Hays County Criminal District Attorney's Office
		712 S. Stagecoach Trail, Ste. 2057
		San Marcos, TX 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail, Ste. 2057
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing	☐ New request
	contract?	
		Previous/Current Contract #: 2922PEN059
		☐ There are other contracts between TWC, and the party not
		affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	☐ Texas Local Government Code, Chapter 791, Interlocal
		Cooperation Act (e.g., cities, counties)
		Texas Government Code, Chapter 771, Interagency
		Cooperation Act (e.g., state agency)
		Federal Agency Authority
		If state agency, please specify authority
8.	Legal Purpose(s) for requesting	to assist in criminal investigations
	information	$oxed{\boxtimes}$ to assist in locating defendants, witnesses, and fugitives in
	(Check all that apply)	criminal cases
	, , , ,	to assist in locating persons with outstanding warrants
		to assist in locating probation absconders
		to assist in determining eligibility for public
		assistance/services
		other: please specify: to assist in locating respondents and
		witnesses in asset forfeiture cases and child protection cases.
		(language will be inserted into contract)
9	Requested length of contract term	1 year 2 years 3 years 4 years 5 years
		(Renewal Option up to a total of 5 years combined)

10.	Requested start date	For federal entities only: to correspond with start of fiscal
		year starting:
	DATA REQUESTED	Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	 Wage Records (WR): Wage Detail Inquiry: View wage information for an individual. Coworker Search: View wages reported by an employer. ✓ UI Benefits and Claimant Info (UI): Personal Information: View demographic information for an individual. Claims: View unemployment insurance claim information. Payments: View unemployment insurance payment info. Employer Search: Search employers by name or address. ✓ Employer Records (ER) Employer Master File: Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	☑ Online access: Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: ☑ 1-10 (The subscription rate is \$1,500 per year.) ☐ 11-25 (The subscription rate is \$2,000 per year.) ☐ 26-50 (The subscription rate is \$3,500 per year.) * ☐ Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). ☑ Yes ☐ No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: ☐ a high volume of daily/weekly inquiries require the requested volume of use accounts ☐ other reason(s) for the volume of access accounts: ☐ other reason(s) for the volume of access accounts: ☐ Offline Method of Transfer and Frequency: (Check applicable options)

	 ☐ Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: ☐ Nightly ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other – specify:
	Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.
	One-time request for large quantity of records.
	One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN). Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/ rs/(S(rqjbfuq2yv4rbj2wrzlu c3se))/supporthome.aspx.
	Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.
	If other specific data elements are requested, provide a data format.
	Offline Data Elements Requested: Data elements to be submitted to TWC for the resulting matched data:
	SSN – Social Security Number Data available from TWC available for SSN matches
	from the <u>UI Wage Records:</u>
	Name: last, first, middle initial
	NAICS Quarter Wages were earned
	Quarterly Wages Quarterly Wages
	Employer Name
	Employer Address
	Employer Zip
	Employer contract
	Employer Telephone Employer Tax Account Number
	Employer rax Account Number
	Instructions for submitting SSN-UI Wage Record Match
	Requests:
	Filename and format will be provided by and
	coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS
	WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.
TWC Employer ID Number (EIN) Data available from TWC available for EIN matches from the Employer Tax Master File: Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone
Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs):
Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required)
Federal Employer ID Number (FEIN) Same as Texas Employer ID information
Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time:
☐ 1-999: \$250 ☐ 1,000 – 14,999: \$300 ☐ 15,000 – 19,999: \$375 ☐ 20,000 – 24,999: \$500 ☐ 25,000 -Above: \$1,000
Hourly rate for programming of a new request or modification of an existing job: \$48.81.
<u>De-identification</u> : If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.

	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) We will ONLY view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) We will use electronic copies of screen prints (PDF), or We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) We will use paper copies of screen prints, or We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for redistribution of information accessed.	 ✓ Only direct employees will be provided access. ✓ Persons who are not employees may/will be provided access. Please specify those that apply: ✓ Data Center Operators ✓ Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for redistribution of information accessed.	Yes - Specify: No
16.	What access control methods will you use for access to the TWC information?	 ☐ Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards ☐ National Institute of Standards and Technology (NIST) or comparable standards ☐ IRS Publication 1075 or comparable standards
17.	How does your organization assess	Vulnerability testing Frequency:
	your security posture? How frequently	Penetration testing Frequency:
	are these assessments conducted?	Audits Frequency: Every 3 years by DPS (CJIS security audit)
		Other – Please specify: Frequency:
18.0	Are background checks performed on	Xes, background checks are performed (go to 18.1).
	employees who will access	No, background checks are not performed
	information?	If No background checks are performed, state what type of
		records checks are being performed:
18.1	When are background checks	
	performed?	Periodic checks during employment
		□ N/A
19.	How will you have an auditable trail?	 ✓ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ✓ Other, If Other specify: Each user maintains an inquiry log with the above data documented.
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	Please specify: N/A – We do not keep data at rest.

21.	When will data destruction occur?	 ☐ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify: ☐ N/A - We do not retain data. 	
	CONTACTS		
22.	Point of Contact Name (for daily matters)	Matthew Grantham	
23.	Point of Contact Title	Chief Investigator	
24.	Point of Contact Phone	(512)393-7618	
25.	Point of Contact E-mail	matthew.grantham@co.hays.tx.us	
26.	Point of Contact Address	712 South Stagecoach Trail, Ste. 2057, San Marcos, TX 78666	
27.	Alternate Point of Contact Name and	Jordan M. Powell	
	Title	Hays County Office Of General Counsel	
		Asst. General Counsel	
28.	Alternate Point of Contact Phone	(512)393-2219	
29.	Alternate Point of Contact E-mail	jordan.powell@co.hays.tx.us	
30.	Alternate Point of Contact Address	111 East San Antonio Street, Ste. 202, San Marcos, TX 78666	
31.	Signatory Name	Ruben Becerra	
32.	Signatory Title	Hays County Judge	
33.	Signatory Phone Number	(512)393-2251	
34.	Signatory E-mail	ruben.becerra@co.hays.tx.us	
35.	Signatory Address	111 East San Antonio Street, Ste. 300, San Marcos, TX 78666	
36.	Data Technology Contact Name	Jeff McGill, Director of IT	
37.	Data Technology Contact Phone	(512)393-2841	
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us	
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo	
40.	Invoice Recipient Phone Number	(512)393-2251	
41.	Invoice Recipient Title	Auditor	
42.	Invoice Recipient E-mail	marisol.alonzo@co.hays.tx.us	
43.	Invoice Recipient Address	712 South Stagecoach Trail, Ste. 1071, San Marcos, TX 78666	

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

⊠ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Contract Signatory or designee

May 4, 2023

Date

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com





Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to partner with Pet Prevent A Litter of Central Texas (PALS) to provide two Microchip Clinics in Hays County estimated at \$1,400.00 and amend the budget accordingly. **BECERRA/COHEN**

Summary:

PALS would like to partner with Hays County to provide two clinics within Hays County on the weekend prior to July 4th at an estimated cost of \$1,400. These events would provide 100 microchips for animals of Hays County residents as well as some contract staffing and administrative costs. The agency will provide volunteers as well.

Funding for these events may include a collaboration of the County Judge and Commissioners community program expense funds.

Fiscal Impact:

Amount Requested: \$1,400

Line Item Number: 001-895-98-360.5600

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: Yes

Comments: Potential funding County Judge and Commissioners community program expense; County-Wide

contingencies; or Tobacco Settlement Fund. \$1,400 - Increase PALS Project Contributions

(\$1,400) - TBD

Auditor's Office:

Purchasing Guidelines Followed Y/N?: G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

PALS Partnership Quote



We are helping end pet overpopulation. We are working to stop pet homelessness. Be a part of the solution.

P.O. Box 401, San Marcos, TX 78667 Phone (512) 754-7257 www.PreventALitter.com

Microchip Clinics Two Clinics in Hays County	Chips Cost	Labor/Staffing
100 chips	\$600	\$800 (3 paid contract staff, volunteers, plus admin for registration paperwork)
TOTAL \$1400		

- two events at two hours each
- labor includes prep and paperwork



AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 06/20/2023 Requested By:

Sponsor: Judge Becerra

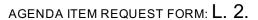
Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

BECERRA

Summary

Additional information will be provided during Executive Session.





Hays County Commissioners Court

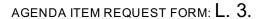
Date: 06/20/2023

Requested By: Jeff McGill, IT Director Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions of the Hays County Information Technology department. Possible discussion and/or action may follow in open court. SHELL/MCGILL

Summary





Hays County Commissioners Court

Date: 06/20/2023

Requested By: Randy Focken

Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions of the Hays County Pre-trial Services. Possible discussion and/or action may follow in open court. SHELL/FOCKEN

Summary