

**Commissioners Court January 7, 2020  
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 the **7<sup>th</sup> day of January 2020**, in the Hays County Government Center, 712 S. Stagecoach Trail, 3<sup>rd</sup> Floor, Courtroom #5, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER  
INVOCATION**

**PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag  
ROLL CALL**

**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.

**PRESENTATIONS & PROCLAMATIONS**

1	4-5	Adopt a proclamation declaring January 20, 2020 as Dr. Martin Luther King, Jr. Day. <b>INGALSBE</b>
2	6	Presentation by the League of Women Voters of a Rating of Outstanding to Hays County for providing accurate, accessible and useful voter information on safe and secure election websites. <b>BECERRA</b>
3	7	Presentation by Randolph Goodman of the Central Texas Dispute Resolution Center to show appreciation to the Hays County Commissioners Court for their support. <b>BECERRA</b>
4	8-10	Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA). <b>BECERRA/VILLARREAL-ALONZO</b>

**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.

5	11	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
6	12	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
7	13	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
8	14-25	Approve Commissioners Court Minutes of December 17, 2019 and December 23, 2019. <b>BECERRA/CARDENAS</b>
9	26	Approve the payment of the January 15, 2020 payroll disbursements in an amount not to exceed \$2,900,000.00 effective January 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
10	27-28	Authorize the County Judge to execute Change Order #1 of a Professional Services Agreement (PSA) between Hays County and LJA Engineering, Inc. for right of way services on the Creek Road Project, CR 190 at Onion Creek, Precinct 4; and to authorize an exemption from the Purchasing Act pursuant to Section 262.024 (a)(4) of the Texas Local Government Code. <b>SMITH/BORCHERDING</b>
11	29-30	Authorize the County Judge to execute Change Order #1 to a Professional Services Agreement (PSA) between Hays County and LJA Engineering, Inc. for right of way services on CR 266, from Centerpoint Road to Rattler Road, Precinct 1. <b>INGALSBE/BORCHERDING</b>
12	31-35	Accept a no-cost quote from Axon Enterprise, Inc. for 40 additional standard Evidence.com licenses for the Criminal District Attorney's Office. <b>INGALSBE/MAU</b>
13	36	Approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on April 26-30, 2020 in Orlando, Florida; cost estimate \$3,500 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process. <b>BECERRA/CUTLER</b>
14	37	Approve out of state travel for Emergency Communications Officers Denise Lewis and Sean Fitzsimmons to attend the Navigator Conference in Lake Buena Vista, Florida on April 29-May 1, 2020; cost estimate \$400 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process. <b>BECERRA/CUTLER</b>
15	38-41	Authorize commercial On-Site Sewage Facility permit for 70 RV pads, office building, amenity center, laundry facility, and restrooms on S Old Bastrop Hwy in the Mulberry Meadows Subdivision. <b>INGALSBE/STRICKLAND</b>

16	42	Authorize commercial On-Site Sewage Facility permit for 114 RV pads and restroom building on Old Bastrop Hwy in the Mulberry Meadows Subdivision. <b>INGALSBE/STRICKLAND</b>
17	43	Amend various departmental operating budgets in preparation for the County's FY 2019 year-end process. <b>BECERRA/VILLARREAL-ALONZO</b>
18	44-45	Authorize the Juvenile Probation Department to accept additional grant funding from the Texas Juvenile Justice Department (TJJJD) for a Discretionary State Aid Grant - Residential Project and amend the budget accordingly. <b>BECERRA/S.WILLIAMS</b>
19	46-50	Approve Utility Permits. <b>BECERRA/BORCHERDING</b>
20	51-57	Authorize the acceptance of a grant award from the Texas Division of Emergency Management (TDEM) for the FY19 Emergency Management Performance Grants (EMPG) in the amount of \$42,609.70. <b>BECERRA/T.CRUMLEY</b>
21	58-110	Approve specifications for RFQ 2020-Q05 Conservation Subdivision Research and Development Project and authorize Purchasing to solicit for proposals and advertise. <b>SHELL/STRICKLAND</b>
22	111	Authorize On-Site Sewage Facility Permit for 11 tiny homes/park model RV's at 3499 Fearless Treadway, Round Mountain, Texas 78663. <b>SMITH/STRICKLAND</b>
23	112	Approve an adjustment to the Continuing Education budget for the Office of the County Judge in the amount of \$2,000 for continuing education of the Executive Assistant, Chief of Staff and County Judge and amend the budget accordingly. <b>BECERRA</b>
24	113-114	Amend the Constable Pct. 5 Operating budget for an additional \$102 needed for the FY20 budgeted PowerHeart AED Defibrillator. <b>JONES/ELLEN</b>
25	115-119	Authorize the Information Technology Department to purchase a replacement APC Smart UPS Battery Backup for the District Attorney and amend the budget accordingly. <b>INGALSBE/MCGILL</b>

### ACTION ITEMS

### ROADS

26	120-130	Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #PB03016800381 in the amount of \$153,766.36, and accept the 1-year revegetation bond #PB03016800381 in the amount of \$59,538.00 for Rutherford West subd., Section 5. <b>JONES/BORCHERDING</b>
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### MISCELLANEOUS

27	131-139	Discussion and possible action to authorize the County Judge to execute the Training Services Authorized Provider Agreement with the American Red Cross permitting County employees or volunteers to deliver instruction in Red Cross training courses. <b>BECERRA/S.MILLER/A.JONES</b>
28	140-153	Discussion and possible action to authorize the execution of Amendment No. 1 of a contract with the Texas Department of State Health Services (DSHS) for the Tuberculosis State Grant Program in the amount of \$5,374 and amend the budget accordingly. <b>INGALSBE/T.CRUMLEY</b>
29	154-158	Discussion and possible action to establish one new full-time Mobile Crisis Outreach Liaison position effective January 7, 2020 for the Sheriff's Office; funded through the Office of the Governor, Mental Health Crisis Intervention grant and amend the budget accordingly. <b>SHELL/T.CRUMLEY</b>
30	159-160	Discussion and possible action to adopt a Resolution related to a \$100,000 contribution for capital improvements to create a "Rainbow Room" for use by the Hays County Child Protective Board, to be located on County-owned property in Precinct 1; and to amend the budget accordingly. <b>INGALSBE</b>
31	161-165	Discussion and possible action to establish a temporary part-time (20 hrs per wk) Census Program Coordinator effective January 16th through September 30th utilizing FY20 budgeted funds for the 2020 Census and amend the budget accordingly. <b>BECERRA/INGALSBE</b>

### EXECUTIVE SESSIONS

The Commissioners Court will announce 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.

32	166	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. <b>BECERRA</b>
33	167	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court. <b>INGALSBE</b>

## 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.

34	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA/J.MCINNIS</b>
35	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
36	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. <b>INGALSBE/CUTLER</b>
37	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. <b>BECERRA</b>
38	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

## ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 3<sup>rd</sup> day of January, 2020

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**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**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Adopt a proclamation declaring January 20, 2020 as Dr. Martin Luther King, Jr. Day.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 7, 2020	N/A

**LINE ITEM NUMBER**

N/A

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Commissioner Ingalsbe	INGALSBE	N/A

**SUMMARY**

Please refer to attached proclamation.



**PROCLAMATION DECLARING JANUARY 20, 2020 AS  
DR. MARTIN LUTHER KING, JR. DAY**

STATE OF TEXAS           §  
  §                   #  
COUNTY OF HAYS       §                   #  
#

**WHEREAS**, the people of the United States will observe the federal holiday honoring Dr. Martin Luther King, Jr. on January 20, 2020 to celebrate the birthday of this significant civil rights leader who inspired profound and lasting change in our nation; and

**WHEREAS**, local, state and national organizations will remember this great man by living the theme of the 2020 holiday, “2020 Vision: Without a Vision the People Perish”; and

**WHEREAS**, the citizens of San Marcos and Hays County each year commemorate the contributions of Dr. Martin Luther King, Jr. to our nation, our state, and to the people of San Marcos with special observances, programs and celebrations; and

**WHEREAS**, this year’s special observance will be a Wreath-Laying Ceremony in honor of Dr. King’s 91st birthday. The event begins at the LBJ/MLK Crossroads Memorial followed by a Silent March to Dunbar Recreation Center; and

**WHEREAS**, the purpose of this holiday is to encourage all Americans to fulfill Martin Luther King’s vision of freedom, equality, and opportunity for all people;

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim January 20, 2020 as

**DR. MARTIN LUTHER KING, JR., DAY**

**AND DOES HEREBY CALL** upon all citizens to honor the memory of Martin Luther King, Jr. and to participate in local observances that commemorate his important contributions to our nation.

**ADOPTED THIS THE 7<sup>th</sup> DAY OF JANUARY, 2020**

\_\_\_\_\_  
**Ruben Becerra**  
Hays County Judge

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
Commissioner, Pct. 1

\_\_\_\_\_  
**Mark Jones**  
Commissioner, Pct. 2

\_\_\_\_\_  
**Lon A. Shell**  
Commissioner, Pct. 3

\_\_\_\_\_  
**Walt Smith**  
Commissioner, Pct. 4

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
Hays County Clerk

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Presentation by the League of Women Voters of a Rating of Outstanding to Hays County for providing accurate, accessible and useful voter information on safe and secure election websites.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 7, 2020	

**LINE ITEM NUMBER**

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AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Becerra	BECERRA	N/A

**SUMMARY**

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**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Presentation by Randolph Goodman of the Central Texas Dispute Resolution Center to show appreciation to the Hays County Commissioners Court for their support.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 7, 2020	

**LINE ITEM NUMBER**

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

**SUMMARY**

More information will be presented in Court.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 7, 2020	N/A

**LINE ITEM NUMBER**

N/A

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	BECERRA	N/A

**SUMMARY**

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

This Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Hays County  
Texas**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**September 30, 2018**

*Christopher P. Morill*

Executive Director/CEO



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

*presents this*

**AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

**Marisol Villarreal-Alonzo**

County Auditor  
Hays County, Texas



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

Executive Director

*Christopher P. Morrill*

Date December 13, 2019

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve payment of County invoices.

**ITEM TYPE**

CONSENT

**MEETING DATE**

January 7, 2020

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

N/A

**SUMMARY**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve payment of Juror checks.

**ITEM TYPE**

CONSENT

**MEETING DATE**

January 7, 2020

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

N/A

**SUMMARY**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve the payment of United Healthcare claims.

**ITEM TYPE**

CONSENT

**MEETING DATE**

January 7, 2020

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

N/A

**SUMMARY**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve Commissioners Court Minutes of December 17, 2019 and December 23, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

**SUMMARY**



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DECEMBER 17, 2019

STATE OF TEXAS \*  
 COUNTY OF HAYS \*

ON THIS THE 17<sup>TH</sup> DAY OF DECEMBER A.D., 2019, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplin Javier Maldonado gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Dan Lyon gave public comments.

**1 PRESENTATION OF HAYS COUNTY SERVICE AWARDS.**

5 year service awards were presented to Jo Marie Monague, District Attorney's office, Jay Taylor, Parks Department, Christina Corero, District Clerk's office, Lynnette Dee, Sheriff's office, and Brittany Villanueva, County Clerk's office. 10 year service awards were presented Christina Martinez, Juvenile Detention Center, and Karen Stone, Tax Assessor Collector's office. 25 year service awards were presented to Roland Cunningham, Sheriff's office. 35 year service awards were presented to Lisa Day, Juvenile Probation. Retirement Service awards were presented to Cathy Hilliard, Tax Assessor Collector's office. **No action taken.**

**2 RECOGNIZE THE OUTSTANDING ACHIEVEMENT OF ASSISTANT VETERANS SERVICE OFFICER II SASHA MATHEWS.**

Jude Prather, Veterans Affairs Officer, spoke about the efforts and work of Sasha Mathews. He thanked her for her help with the Veteran community and their families. Mike Jaeger, Regional Director of the Texas Veterans Commission spoke of the submissions made to recognize Sasha's work. Sasha received the Achievement Award for the District, Claims Excellence Award through the State, and the Texas County Veterans Services Officer of the Year. **No action taken.**

**3 RECOGNIZE THE COUNTY CLERK'S OFFICE FOR RECEIVING THE FIVE STAR EXEMPLARY AWARD.**

Elaine Cardenas, County Clerk, thanked her staff for their work. She explained the criteria to achieve the five star exemplary award and announced this is the third consecutive year the office has earned the award. **No action taken.**

**34660 APPROVE PAYMENTS OF COUNTY INVOICES.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." **MOTION PASSED.**

**34661 APPROVE PAYMENTS OF JUROR CHECKS.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve payments of Juror checks. All present voted "Aye." **MOTION PASSED.**

**34662 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**



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DECEMBER 17, 2019

Marisol Villarreal-Alonzo, Auditors office, announced that an addition payment of \$874,389.83 needed to be added to the item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the payment of United Healthcare claims including the additional payment of \$874, 389.83. All present voted "Aye." MOTION PASSED.

**34663 APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 10, 2019.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve Commissioners Court Minutes of December 10, 2019. All present voted "Aye." MOTION PASSED.

**34664 APPROVE THE PAYMENT OF THE DECEMBER 31, 2019 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,800,000.00 EFFECTIVE DECEMBER 31, 2019 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the payment of the December 31, 2019 payroll Disbursements in an amount not to exceed \$3,800,000.00 effective December 31, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**34665 APPROVE THE RE-APPOINTMENT OF DIANE HERVOL, TO EMERGENCY SERVICE DISTRICT (ESD) #9, TWO YEAR TERM ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the re-appointment of Diane Hervol, to Emergency Service District (ESD) #9, two year term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

**34666 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT MODIFICATION WITH THOMSON REUTERS WESTLAW RELATED TO LEGAL RESEARCH FOR THE DISTRICT ATTORNEY'S OFFICE.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute a contract modification with Thomson Reuters Westlaw related to legal research for the District Attorney's Office. All present voted "Aye." MOTION PASSED.

**34667 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 OFFICE BUILDINGS AND A 3 BEDROOM MOBILE HOME AT 3030 HARRIS HILL ROAD, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for 2 office buildings and a 3 bedroom mobile home at 3030 Harris Hill Road, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #12 RE:** *AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 11 TINY HOMES/PARK MODEL RV'S AT 3499 FEARLESS TREADWAY, ROUND MOUNTAIN, TEXAS 78663. - WAS PULLED.*

**34668 AUTHORIZE PAYMENT TO AMG PRINTING & MAILING FOR THE COUNTY TAX OFFICE, FOR PRINTED ENVELOPES, IN THE AMOUNT OF \$500.00 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize payment to AMG Printing & Mailing for the County Tax Office, for printed envelopes, in the amount of \$500.00 in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.



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DECEMBER 17, 2019

**34669 APPROVE THE RE-APPOINTMENT OF JOHN RODRIGUEZ, JR., TO EMERGENCY SERVICE DISTRICT (ESD) #5, TWO YEAR TERM ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to approve the re-appointment of John Rodriguez, Jr., to Emergency Service District (ESD) #5, two year term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

**34670 APPROVE RENEWAL OF RFP 2018-P03 COUNTY WIDE PLUMBING SERVICES WITH SI MECHANICAL FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid. All present voted "Aye." MOTION PASSED.

**34671 APPROVE OUT OF STATE TRAVEL FOR LIEUTENANT ERIC BATCH AND IT SUPPORT SPECIALIST, CRYSTAL TORRES TO MONTGOMERY, ALABAMA RELATED TO JAIL EQUIPMENT AND INSPECTIONS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to approve out of state travel for Lieutenant Eric Batch and IT Support Specialist, Crystal Torres to Montgomery, Alabama related to jail equipment and inspections and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**34672 AUTHORIZE PAYMENT TO CELLULAR CONTROLLED PRODUCTS FOR \$599.40 FOR THE FERAL HOG ABATEMENT GRANT PROGRAM IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

Dan Lyon made a public comment against the item. Commissioner Jones, Commissioner Smith, and Judge Becerra spoke on this item. A motion was made by Commissioner Jones seconded by Commissioner Shell to authorize payment to Cellular Controlled Products for \$599.40 for the Feral Hog Abatement grant program in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**34673 AUTHORIZE PAYMENT TO LASER SERVICE USA FOR \$515 FOR AN FY19 INVOICE FOR TONER CARTRIDGES IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize payment to Laser Service USA for \$515 for an FY19 invoice for toner cartridges in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**34674 APPROVE SPECIFICATIONS FOR RFP 2020-P05 BUILDER SERVICES: RESIDENTIAL REHABILITATION, RECONSTRUCTION, AND NEW CONSTRUCTION AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe approve specifications for RFP 2020-P05 Builder Services: Residential Rehabilitation, Reconstruction, and New Construction and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**34675 APPROVE SPECIFICATIONS FOR IFB 2020-B04 CONCRETE AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe approve specifications for IFB 2020-B04 Concrete and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.



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- 34676 AUTHORIZE THE COUNTY JUDGE TO EXECUTE WORK AUTHORIZATION #3 TO THE PROFESSIONAL SERVICE AGREEMENT (PSA) BETWEEN HAYS COUNTY AND BOWMAN CONSULTING GROUP, LTD., AND DECLARE AN EXCEPTION TO COMPETITIVE PROCUREMENT UNDER SECTION 262.024(A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.**

Dan Lyon made a public comments of his concern with the contract. Marisol Villarreal- Alonzo, Auditors office, Mark Kennedy, General Counsel, Commissioner Smith and Judge Becerra spoke on this item. A motion was made by Commissioner Jones seconded by Commissioner Shell to authorize the County Judge to execute Work Authorization #3 to the Professional Service Agreement (PSA) between Hays County and Bowman Consulting Group, Ltd., and declare an exception to competitive procurement under Section 262.024(a)(4) of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.

- 34677 AUTHORIZE THE EXECUTION AND SUBMISSION OF A RESOLUTION AND GRANT APPLICATION TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG), REGIONAL SOLID WASTE GRANT PROGRAM FOR UP TO \$60,000.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the execution and submission of a Resolution and grant application to the Capital Area Council of Governments (CAPCOG), Regional Solid Waste Grant Program for up to \$60,000. All present voted "Aye." MOTION PASSED.

- 34678 APPROVE THE RE-APPOINTMENTS OF LEIGHTON STALLONES AND LEE ANN KENWORTHY TO EMERGENCY SERVICE DISTRICT (ESD) #3, TWO YEAR TERMS ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the re-appointments of Leighton Stallones and Lee Ann Kenworthy to Emergency Service District (ESD) #3, two year terms ending December 31, 2021. All present voted "Aye." MOTION PASSED.

- 34679 APPROVE THE CANCELLATION OF HAYS COUNTY COMMISSIONERS COURT ON FEBRUARY 11, MARCH 17, MAY 5, JUNE 16, OCTOBER 6, DECEMBER 1, AND DECEMBER 29, 2020.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the cancellation of Hays County Commissioners Court on February 11, March 17, May 5, June 16, October 6, December 1, and December 29, 2020. All present voted "Aye." MOTION PASSED.

- 34680 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR MY REAL LIFE CHURCH, 13701 FM 1826 AUSTIN, TEXAS 78737.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for My Real Life Church, 13701 FM 1826 Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

- 34681 APPROVE THE RE-APPOINTMENT OF CHRIS BAKER TO EMERGENCY SERVICE DISTRICT (ESD) #9, A TWO YEAR TERM ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the re-appointment of Chris Baker to Emergency Service District (ESD) #9, a two year term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

- 34682 APPROVE THE RE-APPOINTMENTS OF DANIEL O'BRIEN, AND GEOFFREY TAHUAHUA TO EMERGENCY SERVICE DISTRICT (ESD) #1, TWO YEAR TERMS ENDING DECEMBER 31, 2021.**

Commissioner Smith announced that he spoke with Walter Krudop and he will not be re-appointed. A motion was made by Commissioner Smith seconded by Commissioner Shell to approve the re-appointments of Daniel O'Brien and Geoffrey Tahuahua to Emergency Service District (ESD) #1, two year terms ending December 31, 2021. All present voted "Aye." MOTION PASSED.



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**34683 APPROVE THE RE-APPOINTMENT OF BETH SMITH TO EMERGENCY SERVICE DISTRICT (ESD) #5, A TWO TERM ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the re-appointment of Beth Smith to Emergency Service District (ESD) #5, a two term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

**34684 APPROVE THE RE-APPOINTMENTS OF STEVE JANDA AND MARILYN MILLER TO EMERGENCY SERVICE DISTRICT (ESD) #6, TWO YEAR TERMS ENDING DECEMBER 31, 2021.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the re-appointments of Steve Janda and Marilyn Miller to Emergency Service District (ESD) #6, two year terms ending December 31, 2021. All present voted "Aye." MOTION PASSED.

**34685 APPROVE THE RE-APPOINTMENTS OF KAREN BROWN AND ERICA GALLARDO TO THE HAYS COUNTY CHILD PROTECTIVE BOARD, A 3 YEAR TERM ENDING 12/31/22.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the re-appointments of Karen Brown and Erica Gallardo to the Hays County Child Protective Board, a 3 year term ending 12/31/22. All present voted "Aye." MOTION PASSED.

**34686 AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR THE SHERIFF'S OFFICE TO UTILIZE BIDDLE CONSULTING GROUP, INC. RELATED TO CRITICAL, A 911 PRE-EMPLOYMENT SOFTWARE SUBSCRIPTION LICENSE.**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for the Sheriff's Office to utilize Biddle Consulting Group, Inc. related to Critical, a 911 pre-employment software subscription license. All present voted "Aye." MOTION PASSED.

**34687 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT RELATED TO THE INSTALLATION OF LOW-WATER CROSSING WARNING SYSTEMS WITHIN HAYS COUNTY, BETWEEN HAYS COUNTY AND WATER AND EARTH TECHNOLOGIES (WET) FOR THE INSTALLATION OF NEW FLOOD WARNING GAUGES, PRECIPITATION GAUGES, FLOOD CAMERAS AND SOIL MOISTURE GAUGES TO THE FLOOD WARNING SYSTEM, AND GRANT AN EXCEPTION FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 262.024(A)(7) OF THE TEXAS LOCAL GOVERNMENT CODE.**

Commissioner Shell thanked Justin McInnis, Emergency Services, and his staff for the work they do. Commissioner Shell also commended the companies that the County is working with. A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Agreement Related to the Installation of Low-Water Crossing Warning Systems within Hays County, between Hays County and Water and Earth Technologies (WET) for the installation of new flood warning gauges, precipitation gauges, flood cameras and soil moisture gauges to the Flood Warning System, and grant an exception from competitive procurement pursuant to Section 262.024(a)(7) of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.

**34688 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HALFF AND ASSOCIATES FOR ADVANCEMENTS TO THE HAYS COUNTY FLOOD WARNING SYSTEM, AND GRANT AN EXCEPTION FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 262.024(A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement (PSA) with Halff and Associates for advancements to the Hays County Flood Warning System, and grant an exception from competitive procurement pursuant to Section 262.024(a)(4) of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.



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**34689 AWARD CONTRACT FOR IFB 2020-B03 CHAPARRAL PARK ROAD AT LITTLE BEAR CREEK TO SMITH CONTRACTING COMPANY, INC.**

Commissioner Jones spoke on this item. A motion was made by Commissioner Jones seconded by Commissioner Shell to award contract for IFB 2020-B03 Chaparral Park Road at Little Bear Creek to Smith Contracting Company, Inc. All present voted "Aye." MOTION PASSED.

**34690 ACCEPT AMENDMENT TO LETTER OF CREDIT NO. 5308 FOR STREET AND DRAINAGE IMPROVEMENTS FOR LA CIMA PHASE 1, SECTION 2 SUB-1205 (108 LOTS).**

Commissioner Shell spoke on this item. A motion was made by Commissioner Jones seconded by Commissioner Shell to accept Amendment to Letter of Credit No. 5308 for street and drainage improvements for La Cima Phase 1, Section 2 SUB-1205 (108 Lots). All present voted "Aye." MOTION PASSED.

**34691 APPROVE THE FINAL PLAT FOR LA PUESTA DEL SOL SUBDIVISION; SUB-1359.**

Colby Machacek, Development services, gave the court an update on the property no variances with full staff approval. A motion was made by Commissioner Shell seconded by Commissioner Smith to approve the final plat for La Puesta del Sol subdivision; SUB-1359. All present voted "Aye." MOTION PASSED.

**34692 APPROVE THE FINAL PLAT FOR MILAGRO SPRINGS, SEC 1, LOT 1 SUBDIVISION; PLN-1388-NP.**

Colby Machacek, Development services, gave the court an update on the property no variances with full staff approval. A motion was made by Commissioner Shell seconded by Commissioner Smith to approve the final plat for Milagro Springs, Sec 1, Lot 1 subdivision; PLN-1388-NP. All present voted "Aye." MOTION PASSED.

**34693 APPROVE FINAL PLAT FOR THE JUVE POSADA SUBDIVISION; SUB-1103.**

Marcus Pacheco, Development services, updated the court on this property. There are no variances and has full staff recommendation. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve final plat for the Juve Posada Subdivision; SUB-1103. All present voted "Aye." MOTION PASSED.

**34694 AUTHORIZE THE DISTRICT ATTORNEY TO USE ASSET FORFEITURE FUNDS TO HIRE THE ADMINISTRATIVE ASSISTANT II POSITION BUDGETED EFFECTIVE APRIL 1, 2020 TO BEGIN JANUARY 2ND AND AMEND THE BUDGET ACCORDINGLY.**

Wes Mau, District Attorney, explained to the court the need for an administrative assistant and the urgency to have that person begin working in January. A motion was made by Commissioner Jones seconded by Commissioner Shell to authorize the District Attorney to use Asset Forfeiture Funds to hire the Administrative Assistant II position budgeted effective April 1, 2020 to begin January 2nd and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**34695 AWARD RFP 2020-P03 INMATE COMMISSARY SERVICES TO KEEFE COMMISSARY NETWORK AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Shell seconded by Commissioner Jones to award RFP 2020-P03 Inmate Commissary Services to Keefe Commissary Network and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

**34696 APPROVE A RESOLUTION TO ADOPT A COUNTYWIDE FIRE CODE AND THE RULES NECESSARY TO ADMINISTER AND ENFORCE THE 2018 INTERNATIONAL FIRE CODE FOR HAYS COUNTY.**



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Justin McInnis, Emergency Services, spoke on this item. Scott Raven, Fire Marshall, explained the need for the citizen's safety as well as improving insurance rates for the Fire stations if Hays County was to adopt a Countywide Fire Code. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve a resolution to adopt a Countywide Fire Code and the rules necessary to administer and enforce the 2018 International Fire Code for Hays County. All present voted "Aye." MOTION PASSED.**

**34697 AUTHORIZE THE SHERIFF'S OFFICE TO HIRE THE VACANT MECHANIC, SLOT 1060-003 AT THE 25TH PERCENTILE EFFECTIVE DECEMBER 30, 2019.**

Chief Deputy Davenport and Judge Becerra spoke on this item. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the Sheriff's Office to hire the vacant Mechanic, slot 1060-003 at the 25th percentile effective December 30, 2019. All present voted "Aye." MOTION PASSED.**

**34698 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FOURTH AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TO ESTABLISH ONE (1) NEW SCHOOL RESOURCE OFFICER (SRO) EFFECTIVE JANUARY 1, 2020 FOR JOHNSON HIGH SCHOOL AND AMEND THE BUDGET ACCORDINGLY.**

Chief Deputy Davenport and Commissioner Jones spoke about the projected growth of the school and the need for additional School Resource Officers in the future. The Commissioner also explained how the salaries of the officers are split between the School district and the county. **A motion was made by Commissioner Jones seconded by Commissioner Shell to authorize the County Judge to execute a Fourth Amendment to the Interlocal Cooperation Agreement with Hays Consolidated Independent School District to establish one (1) new School Resource Officer (SRO) effective January 1, 2020 for Johnson High School and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

**44 ACCEPT THE \$19,056.76 VISIONALITY SECOND PHASE PROPOSAL, ADDING INDIVIDUAL MONITORS WITH ACCESS TO AGENDA AND BACKUP, AS WELL AS AUTOMATED PARLIAMENTARY PROCEDURES AND RECORDING OF VOTES AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Ingalsbe mentioned that she requested monitors for the dais. Commissioner Smith wants to see phase one completed before making a decision on the second phase. Judge Becerra requested an update about phase one from Dr. Elaine Cardenas, County Clerk, and Tammy Crumley, County Wide Operations. **No action was taken.**

**Clerk's note: Court took a recess at 10:37 a.m. and resumed into open session at 10:42 a.m.**

**34699 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HAYS COUNTY AND TYLER TECHNOLOGIES, INC. RELATED TO TRAINING FOR JUSTICE OF THE PEACE LEGISLATIVE UPDATES WITHIN ODYSSEY CASE MANAGER AND AMEND THE BUDGET ACCORDINGLY.**

Jeff McGill, Director of Information Technology, spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the County Judge to execute an agreement between Hays County and Tyler Technologies, Inc. related to training for Justice of the Peace legislative updates within Odyssey Case Manager and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

**34700 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$25,500 BETWEEN HAYS COUNTY AND BLAIR WILDLIFE CONSULTING, LLC, RELATED TO MANAGEMENT OF HAYS COUNTY'S REGIONAL HABITAT CONSERVATION PLAN.**



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Commissioner Shell and Commissioner Smith spoke of the positive outcomes from consulting with Blair Wildlife Consulting, LLC. Judge Becerra had questions about a change in scope of work. Mark Kennedy, General Counsel, made clarifications of the contract covering the scope between Hays County and Blair Wildlife Consulting, LLC. Commissioner Jones made positive comments about working with Blair Wildlife Consulting, LLC. **A motion was made by Commissioner Shell seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement in the amount of \$25,500 between Hays County and Blair Wildlife Consulting, LLC, related to management of Hays County's Regional Habitat Conservation Plan. All present voted "Aye." MOTION PASSED.**

**34701        CONSIDER A VARIANCE FROM SECTION 10 W-1 OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES TO THE OWNER AT 107 HIGH ROAD, KYLE, TX 78610.**

Caitlyn Strickland, Development Services, Commissioner Ingalsbe, Commissioner Jones, Commissioner Smith, and Judge Becerra spoke on this item. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to consider a variance from Section 10 W-1 of the Hays County Rules for On-Site Sewage Facilities to the owner at 107 High Road, Kyle, TX 78610. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.**

**34702        APPROVE ADDITIONAL NAMING ON UTILITY PERMITS FEE ON THE HAYS COUNTY DEVELOPMENT SERVICES FEE SCHEDULE.**

Caitlyn Strickland, Development Services, spoke on this item. **A motion was made by Commissioner Jones seconded by Commissioner Shell to approve additional naming on Utility Permits fee on the Hays County Development Services Fee Schedule. All present voted "Aye." MOTION PASSED.**

**34703        AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FIRST AMENDMENT TO THE ANTHEM SUBDIVISION PHASING AGREEMENT.**

Caitlyn Strickland, and Marcus Pacheco Development Services, Commissioner Ingalsbe, and Commissioner Jones spoke on this item. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute the First Amendment to the Anthem Subdivision Phasing Agreement. All present voted "Aye." MOTION PASSED.**

**50            AUTHORIZE THE COUNTY JUDGE TO EXECUTE A NEW MASTER SERVICES AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND SECURUS TECHNOLOGIES, INC. RELATED, BUT NOT LIMITED TO, THE INMATE TELEPHONE COMMUNICATION SYSTEM, VIDEO VISITATION SYSTEM, DEPLOYMENT OF TABLETS, AND LAW LIBRARY SERVICES.**

Captain Villapando was present in court to explain the needs for the services provided. Mark Kennedy, General Counsel, Commissioner Shell and Judge Becerra spoke on this item. **No action taken.**

**34704        AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE TYLER TECHNOLOGIES, INC. PROPOSAL RELATED TO MOBILE CAD SOFTWARE LICENSES FOR LAW ENFORCEMENT, FIRE AND EMS AND AMEND THE BUDGET ACCORDINGLY.**

Jeff McGill, Director of Information Technology, Mark Kennedy, General Counsel, Commissioner Shell, Commissioner Ingalsbe, and Judge Becerra spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Tyler Technologies, Inc. Proposal related to Mobile CAD software licenses for Law Enforcement, Fire and EMS and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

**34705        AUTHORIZE A GRANT BUDGET ADJUSTMENT FOR THE FY20 TEXAS INDIGENT DEFENSE COMMISSION (TIDC) HAYS COUNTY INDIGENT DEFENSE COORDINATOR (IDC) PROGRAM GRANT IN THE AMOUNT OF \$6,105 AND AMEND THE BUDGET ACCORDINGLY.**

**A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize a grant budget adjustment for the FY20 Texas Indigent Defense Commission (TIDC) Hays County Indigent**



Defense Coordinator (IDC) Program grant in the amount of \$6,105 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

Court convened into Executive Session 11:08 a.m. Then reconvened into open court at 12:31 p.m.

Clerk's Note Agenda Item #53 RE: EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY REGARDING PARKS AND OPEN SPACE WITHIN HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT. - WAS PULLED.

Clerk's Note Agenda Item #54 RE: EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT. - WAS PULLED.

55 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

Clerk's Note Agenda Item #56 RE: EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND/OR DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, USE, OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY LOCATED AT 712 S. STAGECOACH TRAIL, SAN MARCOS, TX. POSSIBLE ACTION TO FOLLOW IN OPEN COURT. - WAS PULLED.

57 DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Judge Becerra announced Scott Raven, Fire Marshall, recommendation to continue the burn ban lift.

58 DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read Sheriff Cutler's report of the inmate population and cost of inmate outsourcing.

Clerk's Note Agenda Item #59 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.

Clerk's Note Agenda Item #60 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.

Clerk's Note Agenda Item #61 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 1:27 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 December 17, 2019.



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



STATE OF TEXAS \*  
 COUNTY OF HAYS \*

ON THIS THE 23<sup>RD</sup> DAY OF DECEMBER A.D., 2019, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

**THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Randolph Goodman gave a public comment.

**34706 APPROVE PAYMENTS OF COUNTY INVOICES.**

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe to approve payments of county invoices. All present voted "Aye." MOTION PASSED.

**34707 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe. All present voted "Aye." MOTION PASSED.

**34708 APPROVE THE PAYMENT OF THE ELECTION PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$101,000.00 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve the payment of the election payroll disbursements in an amount not to exceed \$101,000.00 and post totals for wages, withholdings, deductions and benefits on the hays county website once finalized. All present voted "Aye." MOTION PASSED.

**34709 DECLARE HOLIDAY HOURS FOR COUNTY EMPLOYEES FROM 1 P.M. TO 5 P.M.(ONE HALF DAY) ON TUESDAY, DECEMBER 24, 2019; TO ALLOW DEPARTMENT HEADS AND ELECTED OFFICIALS TO USE THEIR DISCRETION TO FULFILL STAFFING NEEDS DURING THOSE HOURS; AND TO PROVIDE THE ACCRUAL OF COMP TIME OR HOLIDAY PAY, AS APPROPRIATE, FOR NON-EXEMPT EMPLOYEES WHO WORK DURING THOSE HOURS.**

Mark Kennedy, General Counsel, Commissioner Shell, Commissioner Ingalsbe, Commissioner Smith, and Judge Becerra spoke on this item. A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to declare holiday hours for county employees from 1 p.m. to 5 p.m.(one half day) on Tuesday, December 24, 2019; to allow department heads and elected officials to use their discretion to fulfill staffing needs during those hours; and to provide the accrual of comp time or holiday pay, as appropriate, for non-exempt employees who work during those hours. All present voted "Aye." MOTION PASSED.



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DECEMBER 23, 2019

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**34710 HOLD A PUBLIC HEARING IN ACCORDANCE WITH SECTION 293.101 OF THE TEXAS HEALTH AND SAFETY CODE TO HEAR PUBLIC COMMENTS AND CONSIDER ACTION CONCERNING THE AMOUNT OF THE MANDATORY PAYMENTS REQUIRED OF ALL LOCAL HOSPITALS IN FISCAL YEAR (FY) 2020 PURSUANT TO THE COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM AND HOW THE REVENUE DERIVED FROM THOSE PAYMENTS IS TO BE SPENT.**

Judge Becerra opened the Public Hearing. No comments were made. Judge Becerra closed the Public Hearing. Donald Lee, Texas Essential Healthcare Partnership, Stephanie Nelson Central Texas Medical Center, and Emiliano Romero, Ascension Seton, presented to the Court. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to approve the. All present voted "Aye." MOTION PASSED.**

**ADJOURNMENT**

A motion was made by Commissioner Shell, seconded by Commissioner to adjourn court at 11:05 a.m.

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**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 December 23, 2019.**




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



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve the payment of the January 15, 2020 payroll disbursements in an amount not to exceed \$2,900,000.00 effective January 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

N/A

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

**SUMMARY**

Approve the January mid-month payroll disbursements not to exceed \$2,900,000.00.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize the County Judge to execute Change Order #1 of a Professional Services Agreement (PSA) between Hays County and LJA Engineering, Inc. for right of way services on the Creek Road Project, CR 190 at Onion Creek, Precinct 4; and to authorize an exemption from the Purchasing Act pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$5,920

**LINE ITEM NUMBER**

020-710-00.5386

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

Requires a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code since contract with change order exceeds \$50,000.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

**SUMMARY**

The PSA was executed on or about January 29, 2019. This Change Order is for a time extension of 210 days (6 months). Additional funding being requested for Appraisal Reviews.



## Hays County Transportation Department Change Order Request Form

Date: 1-7-2020 Contract Performance Date: Current

Project Name: Creek Road Project-CR 190 at Onion Creek

Contract number: N/A

Contractor/Consultant: LJA Engineering, Inc.

Change Order Number: 1

Change in Scope Necessitating Change-Order:

Additional funding needed for Appraisal Reviews.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 48,380.00

Net Amount of Previously Authorized Change Order: \$ -0-

Net Amount for this requested change order: \$ 5,920.00

Total Contract Amount with all change orders: \$ 54,300.00

Original Contract Performance Length: 350 Days

Net previous schedule change orders: -0- Days

Net Schedule adjustment requested this change order: 210 Days

Total performance days with change orders: 560 Days

Contractor: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Hays County: Ruben Becerra Sign: \_\_\_\_\_ Date: 01/07/2020

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize the County Judge to execute Change Order #1 to a Professional Services Agreement (PSA) between Hays County and LJA Engineering, Inc. for right of way services on CR 266, from Centerpoint Road to Rattler Road, Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

**SUMMARY**

The PSA was executed on or about February 12, 2019. This Change order is for a time extension of 365 days. NO additional funding is being requested with this Change Order.



# Hays County Transportation Department Change Order Request Form

Date: 1-7-2020 Contract Performance Date: Current

Project Name: CR 266 Project, from Centerpoint Road to Rattler Road

Contract number: N/A

Contractor/Consultant: LJA Engineering, Inc.

Change Order Number: 1

Change in Scope Necessitating Change-Order:

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Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 253,440

Net Amount of Previously Authorized Change Order: \$ -0-

Net Amount for this requested change order: \$ -0-

Total Contract Amount with all change orders: \$ 253,440

Original Contract Performance Length: 365 Days

Net previous schedule change orders: -0- Days

Net Schedule adjustment requested this change order: 365 Days

Total performance days with change orders: 730 Days

Contractor: Kenneth G. Schrock, PE Sign: *Kenneth G. Schrock* Date: 12/16/2019

Hays County: Ruben Becerra Sign: \_\_\_\_\_ Date: 01/07/2020

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Accept a no-cost quote from Axon Enterprise, Inc. for 40 additional standard Evidence.com licenses for the Criminal District Attorney's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

001-607-.00

**AUDITOR USE ONLY**

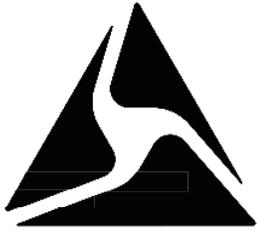
**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

**SUMMARY**

The District Attorney's staff currently utilizes evidence.com to review, obtain, and disseminate evidence from several local law enforcement agencies' accounts for use by the civil and criminal prosecutors and for discovery. Accepting this quote is necessary to authorize the District Attorney's Office to share digital evidence with the law enforcement agencies and to permit the District Attorney's Office to share evidence digitally with defense attorneys and other outside agencies as necessary for discovery or otherwise. The ability to review and share evidence through evidence.com over the internet generates enormous cost savings in the employee hours and physical media necessary to transmit the information on paper, disk, or other media.  
Attachment: Axon Quotation - 5 years (Order ID: Q-240228-43818.740RC)



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-240228-43818.740RC**

Issued: 12/19/2019

Quote Expiration: 12/31/2019

Account Number: 494856

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Randall Cooper

Phone:

Email: rcooper@axon.com

Fax:

**PRIMARY CONTACT**

Emily Sierra

Phone: (512) 393-2818

Email: emily\_sierra@co.hays.tx.us

**SHIP TO**

Emily Sierra  
 Hays County District Attorney  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 United States

**BILL TO**

Hays County District Attorney  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 United States

**Year 1 Due Net 30**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2 Due January 1st, 2021**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 3 Due January 1st, 2022**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Year 4 Due January 1st, 2023

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Year 5 Due January 1st, 2024

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	40	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00
				<b>Grand Total</b>	<b>0.00</b>

## Summary of Payments

Payment	Amount (USD)
Year 1 Due Net 30	0.00
Year 2 Due January 1st, 2021	0.00
Year 3 Due January 1st, 2022	0.00
Year 4 Due January 1st, 2023	0.00
Year 5 Due January 1st, 2024	0.00
<b>Grand Total</b>	<b>0.00</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

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](http://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. 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.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Randall Cooper at [rcooper@axon.com](mailto:rcooper@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on April 26-30, 2020 in Orlando, Florida; cost estimate \$3,500 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$3,500

**LINE ITEM NUMBER**

01-618-00.5551

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

**SUMMARY**

Out of state travel is needed to send Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on April 26-30, 2020 in Orlando, Florida.

By attending this conference, Mrs. Robinson will be able to choose from hundreds of classes, workshops, and in-depth training sessions. Tyler Connect sessions will help Mrs. Robinson better utilize Tyler products to overcome challenges, streamline operations, and enhance service delivery. Mrs. Robinson is a member of the Tyler RMS group and will be attending mandatory meetings as well.

Funding for registration and travel expenses including hotel, per diem, and airfare fees will be paid for out of the Sheriff's Office Continuing Education budget.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve out of state travel for Emergency Communications Officers Denise Lewis and Sean Fitzsimmons to attend the Navigator Conference in Lake Buena Vista, Florida on April 29-May 1, 2020; cost estimate \$400 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$400

**LINE ITEM NUMBER**

01-618-00.5551

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

**SUMMARY**

Out of state travel is needed to send Emergency Communications Officers Denise Lewis and Sean Fitzsimmons to attend the Navigator Conference in Lake Buena Vista, Florida on April 29- May 1, 2020.

Navigator is the main conference for Emergency Medical Dispatch, Emergency Fire Dispatch and Emergency Police Dispatch protocols. The Sheriff's Office Emergency Communications division utilizes and is certified in two of the three protocols. This conference allows agencies from around the world to come together and learn new advancements with software, training, hiring and team building.

Funding for registration and travel expenses including hotel and airfare fees will be compensated by Priority Dispatch. Per diem fees will be paid for out of the Sheriff's Office Continuing Education budget.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize commercial On-Site Sewage Facility permit for 70 RV pads, office building, amenity center, laundry facility, and restrooms on S Old Bastrop Hwy in the Mulberry Meadows Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

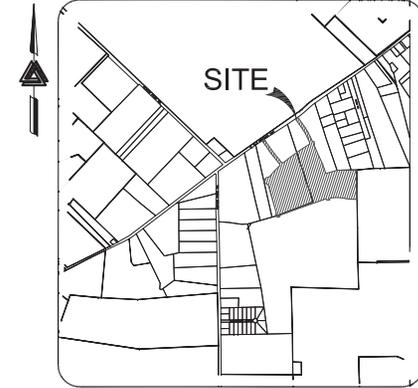
**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland	INGALSBE	N/A

**SUMMARY**

Sebastian Stadler is proposing an On-Site Sewage Facility to serve an RV Park with 70 RV pads, an office, amenity center, and laundry room, and restrooms. The system designer David Ven Huizen, has designed a drip irrigation system to accommodate an average daily wastewater flow of no more than 3844 gallons per day. The treatment system will consist of interceptor tanks, flow equalization tank, and a recirculating media filter. Lot 1 Block F of Mulberry Subdivision is a 12.86 acre lot that will be served by public water supply.

**FINAL PLAT FOR  
MULBERRY MEADOWS PHASE 1  
CITY OF SAN MARCOS ETJ  
HAYS COUNTY, TEXAS**



**VICINITY MAP  
N.T.S.**

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That, Rancho Texas 40 Investments, L.P. and Rancho Texas 20 Investments, L.P., both Texas Limited Partnership acting by and through their General Partner, Rancho Texas 40 Investments, L.L.C. and Rancho Texas 20 Investments, L.L.C., Sebastian Stadler, President, owner of that tract of 160.017 acres of land described in a deed recorded in Instrument #15015975, of the Hays County Deed Records;

And that Beck Farm Properties, Inc., A Texas Corporation, acting by and through Sebastian Stadler, President, owner of that tract of 34.732 acres of land described in a deed recorded in Instrument, #16021196 of the Hays County Deed Records and owner of Lot 1 Block 1 Old Bastrap Road Subdivision Unit One, a subdivision of record in Volume 5, Page 173, Hays County Plat Records, as described in a deed recorded in Instrument #16021196, of the Hays County Deed Records;

All being out of the Rebecca Brown Survey Abstract No. 46 and the Charles Henderson Survey Abstract No. 226; do hereby subdivide 48.39 acres of said land as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the streets, alleys, rights-of-way, easements, and public places shown hereon. This subdivision is to be known as MULBERRY MEADOWS PHASE 1, CITY OF SAN MARCOS ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Rancho Texas 40 Investments, L.P.	Rancho Texas 20 Investments, L.P.
By Rancho Texas 40 Investments, L.L.C.	By Rancho Texas 40 Investments, L.L.C.
General Partner,	General Partner,

By \_\_\_\_\_  
Sebastian Stadler, President  
5508 Hwy 290, Suite 240  
Austin, Texas 78735

By \_\_\_\_\_  
Sebastian Stadler, President  
5508 Hwy 290, Suite 240  
Austin, Texas 78735

By \_\_\_\_\_  
Beck Farm Properties, Inc.,  
Sebastian Stadler, President

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Thomas Perez, owner of the certain tract of land, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Cody Condon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of San Marcos, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at San Marcos, Hays County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019.

Cody Condon \_\_\_\_\_ Date \_\_\_\_\_  
R.P.L.S. # 5889, State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Kevin Sawtelle, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0487 F, 48209C 0487 F effective date September 2, 2005, and that each lot conforms to the City of San Marcos and Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at San Marcos, Hays County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019.

Kevin Sawtelle \_\_\_\_\_ Date \_\_\_\_\_  
Registered Professional Engineer, No. 110264  
State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019.

County Judge  
Hays County, Texas

Liz Gonzalez  
County Clerk  
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Tom Pope, R.S., C.F.M. \_\_\_\_\_ Date \_\_\_\_\_  
Hays County Floodplain Administrator

Caitlyn Strickland, Interim Director \_\_\_\_\_ Date \_\_\_\_\_  
Hays County Development & Community Services

STATE OF TEXAS\*  
CITY OF SAN MARCOS\*

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, the Planning & Zoning Commission of the City of San Marcos find that this plat complies with the requirements of the City of San Marcos. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The City of San Marcos disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Shannon Mattingly, Director of Development Services \_\_\_\_\_ Date \_\_\_\_\_  
City of San Marcos, Texas

CIP & Engineering \_\_\_\_\_ Date \_\_\_\_\_  
City of San Marcos, Texas

Recording Secretary \_\_\_\_\_ Date \_\_\_\_\_  
City of San Marcos, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_ M., in the Plat Records of Hays County, Texas, in Instrument No. \_\_\_\_\_

TO CERTIFY WHICH, WITNESS my hand and seal of the Office of County Clerk, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

**PLAT NOTES**

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone or the San Marcos River Corridor.
- This subdivision lies within the boundaries of the York Creek Watershed.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0479 F & #48209C 0487 F, dated September 2, 2005.
- This subdivision lies within the following jurisdictions:  
Emergency Services District #3 & #9  
San Marcos Independent School District  
Barton Springs/Edwards Aquifer Conservation District (Shared Territory)
- Water supply for this subdivision is provided by Crystal Clear Special Utility District.
- Wastewater treatment for this subdivision is to be provided by On-Site Septic Facilities.
- Electricity for this subdivision is provided by Bluebonnet Electric Cooperative, Inc.
- Gas service for this subdivision is provided by CenterPoint Energy.
- Telephone service for this subdivision is provided by Century Link.
- This subdivision lies within the ETJ of The City of San Marcos and is subject to its ordinances.
- Bearing Basis: Texas State Plane Coordinate System—South Central Zone.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- All boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.



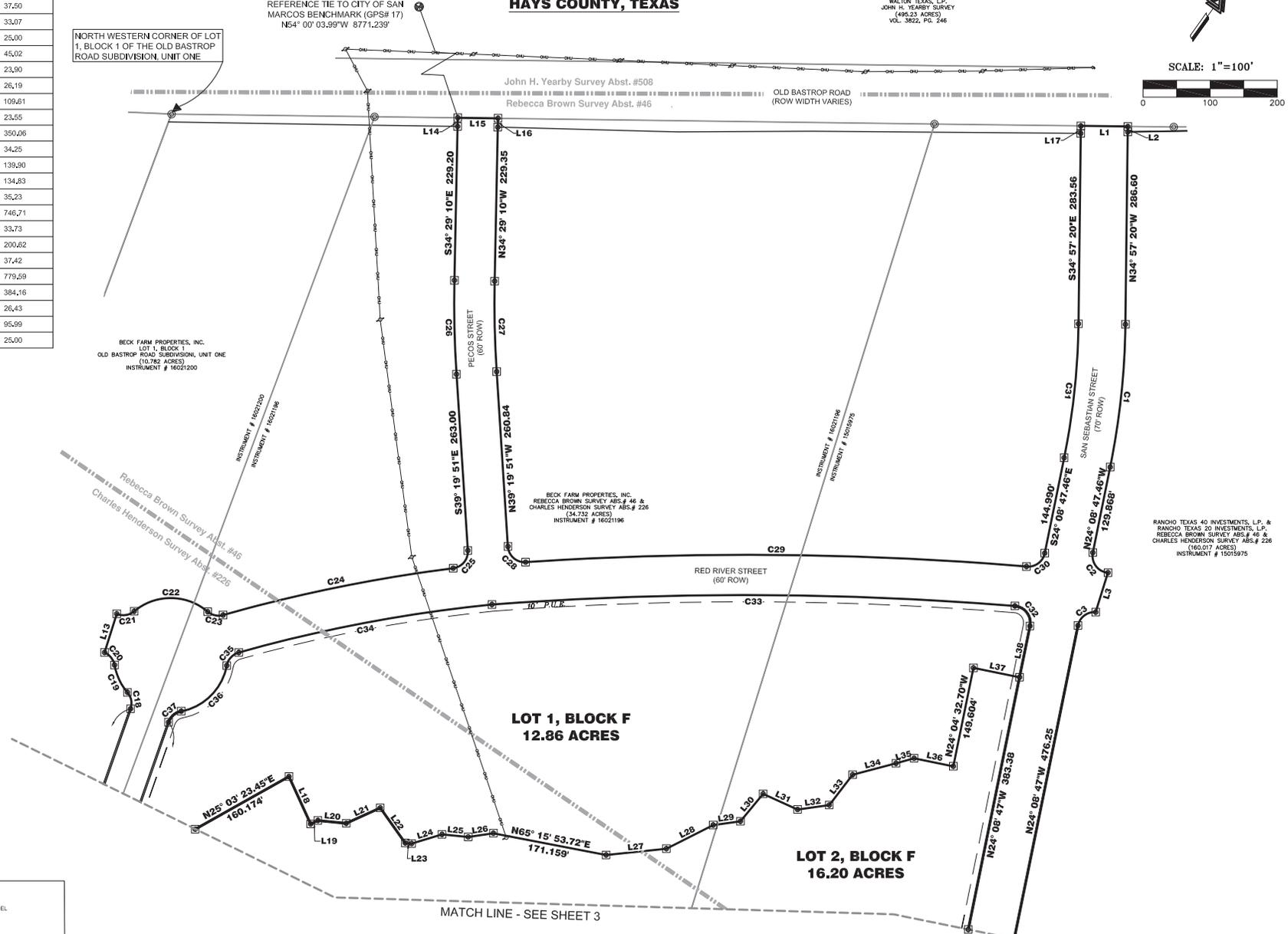
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	214.12	1135.00	10.81	N29° 33' 04"W	213.81
C2	42.40	25.00	97.18	S72° 44' 15"E	37.50
C3	36.14	25.00	82.82	S17° 15' 45"W	33.07
C18	26.18	25.00	60.00	N46° 19' 32"W	25.00
C19	45.56	85.00	30.71	S60° 58' 13"E	45.02
C20	24.91	25.00	57.10	N74° 09' 52"W	23.90
C21	27.57	25.00	63.18	N46° 04' 05"E	26.19
C22	119.12	85.00	80.30	S54° 37' 36"W	109.61
C23	24.52	25.00	56.20	N66° 40' 28"E	23.55
C24	350.38	2343.83	6.57	S42° 51' 22"W	350.06
C25	37.73	25.00	86.47	N3° 54' 15"E	34.25
C26	139.94	1655.00	4.84	S36° 54' 30"E	139.90
C27	134.87	1595.00	4.84	S36° 54' 30"E	134.83
C28	39.09	25.00	89.60	S84° 07' 44"E	35.23
C29	747.41	4993.02	8.58	S54° 51' 00"W	746.71
C30	37.03	25.00	84.86	N18° 16' 54"E	33.73
C31	200.82	1065.00	10.81	N29° 33' 04"W	200.82
C32	42.28	25.00	96.90	N72° 35' 46"W	37.42
C33	780.37	5027.82	8.89	S54° 30' 28"W	779.59
C34	384.65	2195.25	10.04	S43° 37' 55"W	384.16
C35	27.85	25.00	63.83	S6° 50' 19"W	26.43
C36	102.00	85.00	68.75	N9° 17' 54"E	95.99
C37	26.18	25.00	60.00	S13° 40' 28"W	25.00

Parcel Line Table		
Line #	Length	Direction
L1	70.00	S55° 02' 34.68"W
L2	8.12	S34° 57' 20.50"E
L3	61.58	N18° 19' 12.82"W
L13	60.28	S18° 05' 25.16"E
L14	12.70	S34° 28' 28.77"E
L15	60.00	S55° 05' 50.59"W
L16	12.98	S34° 28' 34.18"E
L17	11.16	S34° 57' 20.48"E
L18	77.72	S60° 14' 33.47"E
L19	12.02	N28° 20' 40.83"E
L20	42.52	N60° 08' 09.60"E
L21	55.68	N29° 57' 30.19"E
L22	64.14	S71° 11' 31.55"E
L23	9.44	N60° 08' 09.60"E
L24	47.36	N37° 36' 10.01"E
L25	39.21	N59° 47' 11.10"E
L26	37.95	N46° 02' 47.92"E
L27	90.36	N48° 22' 36.33"E
L28	78.04	N27° 34' 50.19"E
L29	41.05	N46° 34' 01.01"E
L30	53.09	N3° 57' 27.42"E
L31	56.42	N78° 45' 13.60"E
L32	47.72	N46° 25' 39.80"E
L33	56.99	N1° 52' 55.51"E
L34	66.90	N39° 37' 09.90"E
L35	28.08	N38° 46' 09.54"E
L36	59.63	N65° 56' 42.94"E
L37	70.15	N65° 50' 15.42"E
L38	77.84	N24° 08' 47.46"W

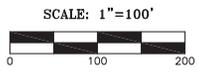
LEGEND		
	IRON ROD FOUND	C.G.S. COTTON GIN SPINDEL
	IRON ROD WITH TECH CAP	I.R. IRON ROD
	SET	FND FOUND
	UTILITY POLE	ROW RIGHT OF WAY
	BENCHMARK	PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
	WATER METER BOX	DRHCT DEED RECORDS OF HAYS COUNTY, TEXAS
	OVERHEAD UTILITIES	
	WIRE FENCE	
	RECORD DIMENSIONS	HAYS COUNTY DEED RECORDS

PLAN 5736 SM-18-1170000 SMS-609-18

## FINAL PLAT OF MULBERRY MEADOWS PHASE 1 CITY OF SAN MARCOS ETJ HAYS COUNTY, TEXAS



WALTON TEXAS, L.P.  
JOHN H. YEABRY SURVEY  
(492.23 ACRES)  
VOL. 3822, PG. 246



FEBRUARY 12, 2019

ENGINEER: SURVEYOR:

**TRI-TECH**  
ENGINEERING, SURVEYING & PLANNING

155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-460-9222

TRPLS REGIS. #10193729  
TBPE REGIS. #17418693

SHEET 2 of 3

**FINAL PLAT OF  
MULBERRY MEADOWS PHASE 1  
CITY OF SAN MARCOS ETJ  
HAYS COUNTY, TEXAS**



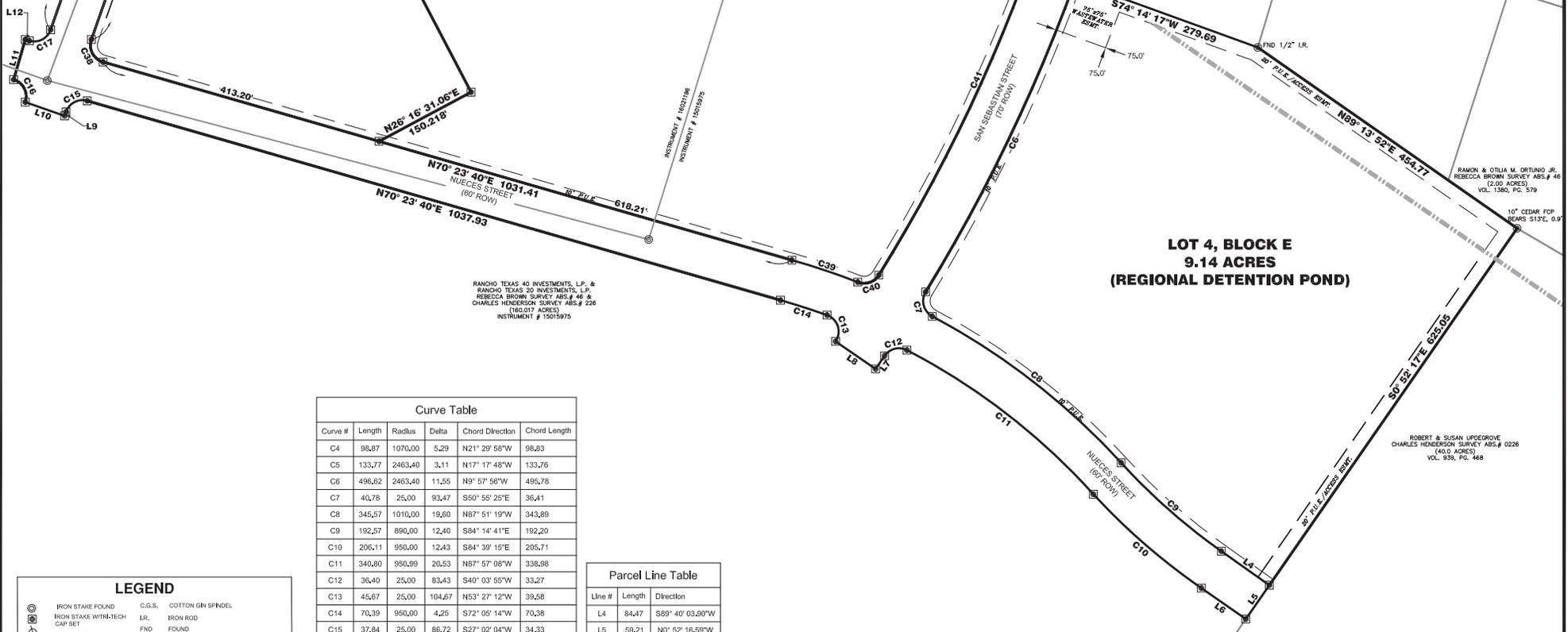
SCALE: 1"=100'  
0 100 200

MATCH LINE - SEE SHEET 2

**LOT 1, BLOCK F  
12.86 ACRES**

**LOT 2, BLOCK F  
16.20 ACRES**

**LOT 4, BLOCK E  
9.14 ACRES  
(REGIONAL DETENTION POND)**



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	98.87	1070.00	5.29	N21° 29' 58" W	98.83
C5	133.77	2463.40	3.11	N17° 17' 48" W	133.76
C6	496.62	2463.40	11.56	N9° 57' 56" W	495.78
C7	40.78	25.00	93.47	S50° 55' 25" E	36.41
C8	345.57	1010.00	19.60	N87° 51' 19" W	343.89
C9	192.57	890.00	12.40	S84° 14' 41" E	192.20
C10	206.11	950.00	12.43	S84° 39' 15" E	205.71
C11	340.80	950.99	20.53	N87° 57' 08" W	338.98
C12	36.40	25.00	83.43	S40° 03' 55" W	33.27
C13	45.67	25.00	104.67	N53° 27' 12" W	39.58
C14	70.39	950.00	4.25	S72° 05' 14" W	70.38
C15	37.84	25.00	86.72	S27° 02' 04" W	34.33
C16	40.70	25.00	93.28	N62° 57' 56" W	36.35
C17	37.84	25.00	86.72	N27° 02' 04" E	34.33
C38	40.70	25.00	93.28	S62° 57' 56" E	36.35
C39	99.93	1010.00	5.67	S72° 48' 43" W	99.89
C40	34.68	25.00	79.49	N35° 54' 05" E	31.97
C41	626.97	2393.40	15.01	N11° 20' 52" W	625.18
C42	92.40	1000.00	5.29	N21° 29' 58" W	92.37

Parcel Line Table		
Line #	Length	Direction
L4	84.47	S89° 40' 03.90" W
L5	59.21	N0° 52' 16.99" W
L6	77.96	N89° 07' 48.93" E
L7	22.83	N1° 22' 55.18" W
L8	70.00	N88° 53' 00.75" E
L9	6.30	N16° 19' 31.90" W
L10	60.00	N73° 40' 28.10" E
L11	60.00	S19° 36' 19.95" E
L12	6.30	S70° 23' 40.05" W

LEGEND		
	IRON STAKE FOUND	C.G.S. COTTON GIN SPINDLE
	IRON STAKE WITH TECH	I.R. IRON ROD
	CAP SET	FND FOUND
	UTILITY POLE	ROW RIGHT OF WAY
	BENCHMARK	PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
	WATER METER BOX	DRHCT DEED RECORDS OF HAYS COUNTY, TEXAS
	OVERHEAD UTILITIES	HAYS COUNTY DEED RECORDS
	WIRE FENCE	
	RECORD DIMENSIONS	

PLAN 5736 SM-18-1170000  
SMS-809-18

FEBRUARY 12, 2019  
ENGINEER: **TRI-TECH** SURVEYOR:  
ENGINEERING & SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-460-9222  
TRPLS REGIS. #10193729  
TBPE REGIS. #1181893  
\*\*\*@tritechtx.com

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize commercial On-Site Sewage Facility permit for 114 RV pads and restroom building on Old Bastrop Hwy in the Mulberry Meadows Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

--

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland	INGALSBE	N/A

**SUMMARY**

Sebastian Stadler is proposing an On-Site Sewage Facility to serve an RV Park with 114 RV pads and a restroom building. The system designer David Ven Huizen, has designed a drip irrigation system to accommodate an average daily wastewater flow of no more than 4860 gallons per day. The treatment system will consist of interceptor tanks, flow equalization tank, and a recirculating media filter. Lot 2 Block F of Mulberry Subdivision is a 16.20 acre lot that will be served by public water supply.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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**AGENDA ITEM**

Amend various departmental operating budgets in preparation for the County's FY 2019 year-end process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

Various

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	BECERRA	N/A

**SUMMARY**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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**AGENDA ITEM**

Authorize the Juvenile Probation Department to accept additional grant funding from the Texas Juvenile Justice Department (TJJD) for a Discretionary State Aid Grant - Residential Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	N/A

**LINE ITEM NUMBER**

001-686-99-100]

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
SHELLY WILLIAMS	BECERRA	N/A

**SUMMARY**

The Texas Juvenile Justice Department awarded the Hays County Juvenile Probation Department an additional \$72,000 for expenses related to the ACC program. No County matching funds are required.

Budget Amendment:  
Increase .4301 Intergovernmental Revenue  
Increase .5448 Contract Services

Attachment:  
TJJD Discretionary State Aid Grant Award Notice



TEXAS  
JUVENILE JUSTICE  
DEPARTMENT

November 26, 2019

Shelly Williams  
Chief Juvenile Probation Officer  
Hays County Juvenile Probation Department

*RE: Discretionary State Aid Grant Award Notice*

Chief Williams,

This letter serves as notice that your department is being awarded grant funds in fiscal year 2020 as detailed below:

Grant Funding Source: Grant R  
Funding Purpose: Discretionary State Aid Grant – Residential Project  
Amount of Funds: \$72,000.00  
Beginning Date: 11/26/2019

This grant in the funding amounts included in your original grant application will renew for up to 6 years, depending on your continued eligibility under the grants contract requirements. Under the terms of the state aid and general grant requirements contract in section 2.2.6, this notice is incorporated by reference into the contract and acceptance of these funds binds your department to applicable conditions set forth in the contract.

The grants department is available to assist you in any matters related to the use of these or other grant funds. If you have questions or need additional information, please contact Tonya Gonzalez directly at (512) 490-7977 or via email at [tonya.gonzalez@tjjd.texas.gov](mailto:tonya.gonzalez@tjjd.texas.gov).

Respectfully,

A handwritten signature in cursive script that reads "Amy Alese Miller".

Amy Alese Miller  
Director of Probation Services

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve Utility Permits.

**ITEM TYPE**

CONSENT

**MEETING DATE**

January 7, 2020

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

**REQUESTED BY**

Jerry Borcharding

**SPONSOR**

BECERRA

**CO-SPONSOR**

N/A

**SUMMARY**

Permit #:  
1182

Road Name:  
Clear Water Path (Meadows at Buda)

Utility Company:  
City of Buda water (South Buda WCID #1)

# HAYS COUNTY TRANSPORTATION DEPARTMENT



## UTILITY PERMIT APPROVAL LETTER

**\*Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.  
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286  
Prior to Work**

Approval of Utility Permit # 1182

Application Date: December 20, 2019

Commissioner Court Approval Date: January 7, 2020

### Utility Company Info:

- Name: South Buda WCID #1 (City of Buda)
- Address: 405 E. Loop St., Bldg. 100, Buda, TX 78610
- Phone: (512) 312-2876
- Contact:

### Engineer/Contractor Info:

- Name: Gray Engineering, Inc.
- Address: 8834 N. Capital of Texas Highway, Suite 140, Austin, TX 78759
- Phone: (512) 452-0371
- Contact: Joey Gallegos, P.E.

Type of Utility Service: Water

Road Name(s): Clear Water Path

Subdivision: Meadows at Buda

Pct. #: 2

Proposes to install a new 10" Force Main water line on Clear Water Path for the City of Buda water service district by trenching the roadway. Back-fill and re-paving process will be to Hays County standards.



Transportation Department  
 2171 Yarrington Road  
 P O Box 906  
 San Marcos, TX 78667-0906  
 (512) 393-7385

# Application for Installation

## Utility Line on Hays County Right of Way

Date: 12/20/2019

Formal notice is hereby given that:

Utility Company \_\_\_\_\_ South Buda WCID No. 1 \_\_\_\_\_ proposes to place a \_\_\_\_\_ 10" Ductile Iron Force Main \_\_\_\_\_ line within County Right-of-Way of \_\_\_\_\_ Clear Water Path \_\_\_\_\_ with contractor D Guerra Construction, LLC as follows: (give location, length, general design, etc.)

**The contractor will remove approximately 278 LF of existing 14" Ductile Iron (DI) Pipe, not in use, along Clear Water Path at the intersection with South Loop 4 in the City of Buda. After removing the existing 14" DI pipe the Contractor will install a 10" DI Pipe along the same alignment. The trench bedding for the pipe will be installed per the standard detail and backfilled with flowable fill, the pavement will be replaced as required. This construction is part of a larger forcemain project that is tying a South Buda WCID no. 1 lift station into the City of Buda wastewater treatment plant.**

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm 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 this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the \_\_\_\_\_ 14<sup>th</sup> day of January, 2020.



Transportation Department  
 2171 Yarrington Road  
 P O Box 906  
 San Marcos, TX 78667-0906  
 (512) 393-7385

# Application for Installation

## Utility Line on Hays County Right of Way

Date: 12/20/2019

Formal notice is hereby given that:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm GRAY ENGINEERING, INC.

Title PROJECT ENGINEER

By (Print) JOSEPH GALLEGOS

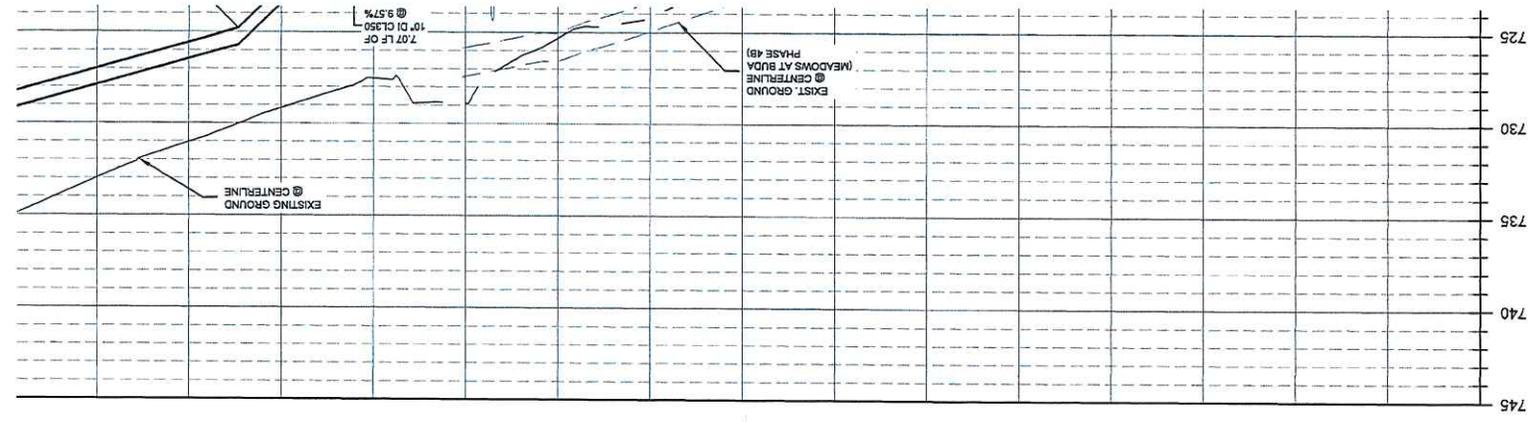
Address 8834 N. CAPITAL OF TX HIGHWAY

Signature [Handwritten Signature]

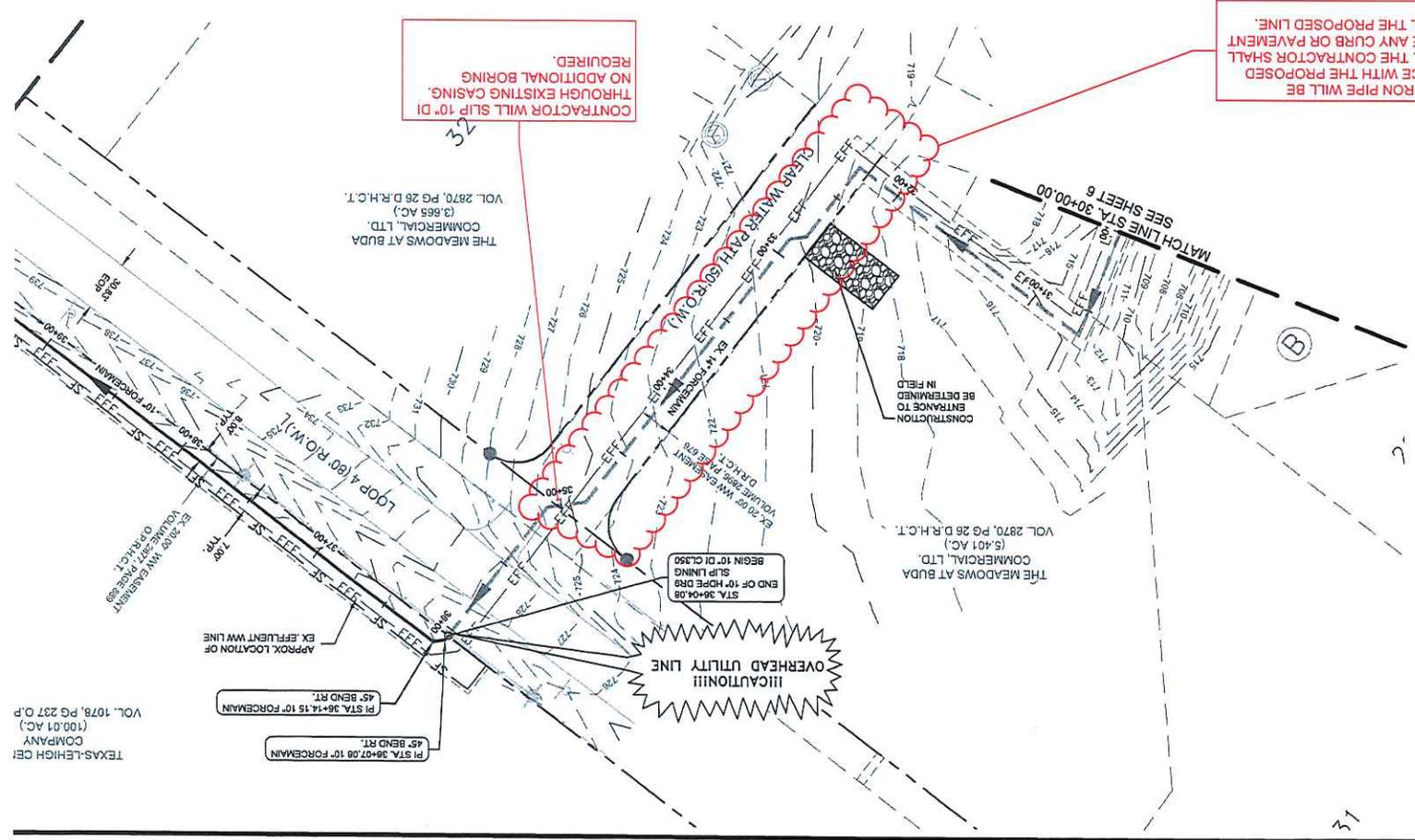
SH 140, AUSTIN TX 78759

Phone 512-452-0371

Approved by Hays County Transportation Department		
<u>[Handwritten Signature]</u>	<u>Operations Superintendent</u>	<u>12/30/19</u>
Signature	Title	Date



10" FORCEMAIN



CONTRACTOR WILL SLIP 10" DI THROUGH EXISTING CASING. NO ADDITIONAL BORING REQUIRED.

EXISTING 14" DUCTILE IRON PIPE WILL BE REMOVED AND REPLACED WITH THE PROPOSED 10" DUCTILE IRON PIPE. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CURB OR PAVEMENT AS NEEDED TO INSTALL THE PROPOSED LINE.

TEXAS-LEHIGH DESIGN COMPANY  
 (100.01 AC.)  
 VOL. 1078, PG. 237 O.P.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize the acceptance of a grant award from the Texas Division of Emergency Management (TDEM) for the FY19 Emergency Management Performance Grants (EMPG) in the amount of \$42,609.70.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$42,609.70

**LINE ITEM NUMBER**

001-656-00]

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

**SUMMARY**

The FY 2019 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funding will specifically be used for salaries of those within the department of emergency services. As a condition of this grant, you are required to contribute a cost match in the amount of \$42,609.70. The period of performance for your FY 2019 EMPG grant is October 1, 2018 - March 31, 2020.



## **Terms and Conditions 2019 Emergency Management Performance Grant (EMPG)**

### **Purpose**

The FY 2019 priority for this program is to advance “Whole Community” security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management programs

### **Grant Conditions**

Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: <http://www.fema.gov/media-library/assets/documents/92248>

### **Grant Acceptance**

Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Texas Division of Emergency Management (TDEM) in accordance with the instructions provided in the transmittal letter.

### **Task Requirements**

The approved FY 2019 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

- a. Implement (NIMS) at the local level.
- b. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.
- c. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

- d. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the TDEM. This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient's will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
- e. Sub-recipient's must maintain an updated inventory of equipment purchased through this grant program in accordance 2 C.F.R. 200 Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS).
- f. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*" Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

## **Grant Funding**

The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should report eligible expenses in quarterly financial reports. Any excess match reported, will be used for TDEM match purposes and becomes 100% federalized, therefore cannot be used for any other grant match purposes within your jurisdiction.

## **Financial and Administrative Requirements**

In Accordance with 2 C.F.R. Part 200 Subpart F—Audit Requirements, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

- a. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with 2 CFR Part 200 as it applies to awards of Federal financial assistance to all "non-federal entities"
- b. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.
- c. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- d. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order

11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

- e. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

- f. Single Audit Act Requirements: For sub-recipients expending \$750,000 or more in federal annually, the Applicant will cause to be performed the required financials and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

## Reporting Requirements

Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements can be found in the *2019 Local Emergency Management Performance Grant (EMPG) Guide*. Sub-recipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2019 Local Emergency Management Performance Grant (EMPG) Guide* can be downloaded from the TDEM website at: [http://tdem.wpengine.com/?page\\_id=232](http://tdem.wpengine.com/?page_id=232). Sub recipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance-reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

## Review of Work and Expenditures

TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement are requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **Local EMPG grant funds cannot be matched with any other federal funds.**

## Lobbying

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

### **Debarment, Suspension, and other Responsibility Matters**

As required by Executive Order 12549, and 12689 and 2 C.F.R 200.213 and codified in the 2 C.F. R. Part 180, Debarment and Suspension, the applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The applicant certifies that it and its principles, sub grantees, recipients or sub recipients:

The Subrecipient certifies that it and its principals and vendors:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to [www.epls.gov](http://www.epls.gov).
- b) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

## **Monitoring**

- a. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.
- b. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

TDEM may perform periodic reviews or sampling of Subrecipient performance of eligible activities and approved projects. These reviews/sampling may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual.

Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

- c. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- d. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- e. All financial expenditures and excess match will be verified and validated by TDEM and will become federalized funds, and utilized by the Texas Division of Emergency Management as match. Once these funds are utilized by the TDEM EMPG grant program, your agency can no longer utilize them within for any other federal grant match for the term of the grant performance year.

## **Reimbursement for Expenses**

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2019 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

1. Choice of Law: This agreement shall be construed and governed by Texas law.
2. Changes to the Law: TDEM is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TDEM and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, TDEM may terminate this agreement without penalty to, or any liability whatsoever on the part of, TDEM, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.
3. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
4. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14.
5. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80<sup>th</sup> Legislature, Article IX, Part 17.
6. TDEM may suspend or terminate sub-recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or documentation. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve specifications for RFQ 2020-Q05 Conservation Subdivision Research and Development Project and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland	SHELL	N/A

**SUMMARY**

Hays County is requesting proposals from qualified consultants interested in providing professional engineering and other design support services related to creating a Conservation Subdivision Research and Development Plan.

Attachments  
RFQ 2020-Q05 Conservation Subdivision Research and Development Project  
Attachment A: Pages from 2017 Hays County Development Regulations



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## I. RFQ Submittal Checklist

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with the Solicitation Response in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:**

- \_\_\_ 1. Solicitation, Offer and Award completed and signed
- \_\_\_ 2. Vendor Reference Form
- \_\_\_ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- \_\_\_ 4. Conflict of Interest Questionnaire completed and signed
- \_\_\_ 5. Code of Ethics signed
- \_\_\_ 6. HUB Practices signed
- \_\_\_ 7. House Bill 89 Verification signed and notarized
- \_\_\_ 8. Senate Bill 252 Certification
- \_\_\_ 9. Debarment & Licensing Certification signed and notarized
- \_\_\_ 10. Vendor/Bidder's Affirmation completed and signed
- \_\_\_ 11. Related Party Disclosure Form
- \_\_\_ 12. Proposed Cost and Fee Schedule
- \_\_\_ 13. Organizational Chart & Staff Resumes
- \_\_\_ 14. Any addenda applicable to this solicitation
- \_\_\_ 15. Two originals of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing  
712 S Stagecoach Trail, Suite 1071  
San Marcos, TX 78666

## II. Summary

1. **Type of Solicitation:** Request for Qualifications
2. **Solicitation Number:** RFQ 2020-Q05  
Conservation Subdivision Research and Development Project
3. **Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed Summary of Qualifications marked with Solicitation Respondent Name on the outermost envelope  
Two (2) originals and one (1) digital copy on a thumb drive
5. **Deadline for Responses:** In issuing office no later than: **January 30, 2020 3:00 p.m. Central Time (CT)**
6. **Initial Contract Term:** Approximately **March 2020** through project completion
7. **Optional Contract Terms:** none
8. **Designated Contact:** Hays County Purchasing Email: [purchasing@co.hays.tx.us](mailto: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 **January 23, 2020; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD.
10. **Addenda** Any interpretations, corrections or changes to this RFQ 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 qualification submission.
11. **Contact with County Staff:** Upon issuance of this solicitation, employees and representative 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.

### III. Specifications

#### A. Introduction

Hays County, Texas (“County”) is seeking professional services from a qualified consultant/firm interested in providing professional engineering and other design support services related to creating a Master Conservation Subdivision Research and Development Plan.

Hays County currently has best practices within the Hays County Conservation Subdivision Regulations (Attachment A) but would like to further expand the guidelines to help develop a Master Conservation Subdivision Research and Development Plan with improvements and regulations for future builders, developers, current and future landowners, and Hays County.

The County will select entities who demonstrate, through their response to the RFQ, an ability to provide required services. An evaluation committee (“Committee”) will review the submitted qualifications. The Committee will evaluate and score all submissions and determine the most competent and qualified applicant. The County will then select the highest ranked firm with whom to negotiate a contract. If a contract agreement cannot be reached, the County will move to the second highest scoring respondent and conduct negotiations. This process will continue until a contract agreement is reached.

Firms or individuals interested in being considered for this project should submit a Statement of Qualifications in compliance with the enclosed instructions. The successful Applicant will be asked to enter into a contract with Hays County to provide professional services. All applicant firms must have requisite experience in conservation research and development.

#### B. Background

The Conservation Subdivision Research and Development Project is an effort by Hays County to identify best practices, study, and design a conceptual Conservation Subdivision that would succeed within Hays County. Our Conservation goals for Hays County are to protect and preserve water quality and quantity; protect local ecosystems and help to ensure we are working towards protecting the invaluable wildlife habitat for endangered species; prevent flood hazards and provide flood mitigation; design residential development projects complimentary to the natural landscape, while preserving sensitive features; and preserving rural character and historic views through the Hill Country.

Hays County has started working on new changes to our current rules on the Conservation Development chapter within the Hays County Development Regulations. Also have started conducting water resource research for the different watersheds and aquifers that fall within Hays County.

Primary stakeholders and project partners in this study will include Hays County and representatives of other entities, agencies, and miscellaneous interested groups.

#### C. Scope of Work

The goal of this project is to present recommendations to update the current Conservation Subdivision Regulations best practices for Hays County and Develop a Master Conservation Subdivision Research and Development Plan.

The project will involve inventory and evaluation of existing developments within Hays County and conservation style developments across the country; and their connections to parks, greenspaces,

regulated roadways, neighborhoods, employment centers, shopping areas, schools and other community resources.

This project will help identify how conservation and low impact developments are beneficial to current or future property owners, developers, and Hays County. This project will also review and recommend different land use planning strategies for Hays County that would best accommodate conservation style subdivision and low impact developments. Recommend appropriate and possibly innovated methods of wastewater treatment, stormwater management, and rainwater collection. Recommend connector trails, bike lanes, and sidewalks that will seek to improve the quality of life and health of residents along with meeting goals of conserving property. The style of development will attract homebuyers and thereby improve the local economy. The project will include recommendations for implementation strategies for Hays County and will identify funding strategies along with prioritization and coordination of separate efforts being implemented by other entities.

The successful applicant shall be required to:

1. Work with County Staff, stakeholder groups and other consultants to meet the objectives of this Request for Qualifications (RFQ).
2. Consider design input provided by the Hays County Development Services Department, Countywide (Natural Resources) Department, and/or other consultants designated by the Development Services Department.
3. Review research and documentation provided by Hays County and other entities.
4. Meet with County staff, stakeholder groups, and/or consultants designated by the Development Services Department as needed or requested during the course of the Project.
5. Provide design parameters for use as guidelines in final PS&E preparation.
6. Submit periodic Project Status Reports (PSRs) to Hays County, or its designees, to keep the County informed as to the progress of the project. These reports must accompany the Project invoices and shall be a condition for approval of the invoices. Reports shall be submitted no less often than every 30 days.
7. Prepare various engineering documents that include: maps, conceptual/schematic drawings, plans, specifications, estimates, and various environmental surveys and analysis.
8. For all documents that are produced electronically, provide an electronic copy by email attachment or on CD or other electronic media to the Director of Development Services (or her designee).
9. Provide an estimated timeline of project completion and fee schedule.

#### **D. Qualifications**

Hays County is seeking to contract with a competent consultant who meets the following minimum requirements:

- Accredited by the American Institute of Certified Planners (AICP)
- Land Planning experience (5 years min.)
- Alternative Water Supply experience
- Conservation Easement experience
- EPA Regulations and Endangered Species Act experience
- Conservation to Low-Impact Development experience
- Extensive experience in the development of a conservation subdivision development master plan, the design of appropriate buildings that can be incorporated into the development, the design of proposed low impact county or private roadways, the design of related drainage and storm water management systems, the design of rainwater facilities that meet the state requirements for public water supply.

## E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- Two (2) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms and any Appendix material on a thumb drive

Proposal shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including:

1. Letter of Transmittal;
2. Title Page;
3. Table of Contents;
4. Appendix materials; and
5. Front and rear covers.
6. Sheet size is limited to 8½" x 11" sheets only, using 12-point font (Calibri – body).
7. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.
8. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion.

The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

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

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

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

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

**FORMS:** 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. Evaluation Criteria**

The award shall be made to the responsible respondent whose qualification is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The Evaluating Committee will evaluate Firm/Attorney qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria:

- 1. Specialized Knowledge, Experience and Competence of Consultant 20 points**
  - State whether the firm is local, regional, national, or international. Identify number of land use and planning staff at the local (Austin-San Marcos-San Antonio area) and state (Texas) levels.
  - Give the location of the primary office(s) which will provide the service to the County.
  - Description of your team's experience with subdivision development, future land use planning, and understanding of conservation or low impact development strategies.
  - Describe your team's organizational structure, including specific roles, responsibilities, and qualifications and location of the individuals who will do the work. Verify in the form of a written statement that the proposed team individuals are currently employed, either by the prime or sub- provider.
  
- 2. Project Lead (Past 10 years) 15 points**
  - Identify and describe the qualifications within the past 10 years of a Project Lead who demonstrates history and success with projects of similar scope, budgets, and clients as the project(s) described in this solicitation. The Project Lead must be licensed to practice in the State of Texas and shall be responsible for and in charge of all work performed on this project.
  
- 3. Previous Work Performance (Past 10 years) 30 points**
  - Describe the firm's experience in providing the services being requested in the "Background" and "Scope of Work" sections and in particular, indicate the firm's experience working on county and conservation or low impact development projects.
  - Provide a list and description of current on-going road projects in Texas and the associated client.
  - Provide a list of at least five (5) similar projects completed within the last 10 years or ongoing projects that have been initiated within the last five (5) years. The list should include the project location, description, project construction cost including base construction cost and total change order cost, description of change orders, construction completion date, services provided by your firm for the project, and an owner contact name and phone number.
  
- 4. Project Approach 15 points**
  - Provide a brief project approach for addressing the needs and concerns identified on project.
  - Describe your firm's approach to design of the project and plan for mitigating impacts to existing infrastructure/improvements.

- Identify anticipated deliverables and major milestones.
- Explain your firm’s quality control and quality assurance plan for design projects and how it relates to work performed by subconsultants.

**5. Capacity to Perform Tasks**

**20 points**

- Explain the firm’s capacity and availability to perform the Project.
- Outline a time frame for completing the services and setting appropriate deadlines.
- Proposed Costs: present as a lump sum with a fee schedule
- Furnish the County with any additional information considered essential to your submission

**Maximum Total Points**

**100 Points**

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

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

- Vendor’s qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County’s evaluation of vendor’s ability
- Vendor’s references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

**G. Limitations**

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The

County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

#### Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. **SUBMITTER REVIEW OF RFQ.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.
- c. **ORAL NON-BINDING:** Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

**RESERVATIONS BY COUNTY:** The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;
- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

#### **H. Elements of a Contract**

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
  - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
  - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
  - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
  - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
  - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
  - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
  - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
7. MISCELLANEOUS.
  - a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.
  - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
  - c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
  - d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.
8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
- b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
- d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

**I. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the 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 proposal. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

**J. 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 services have been rendered satisfactorily, no unauthorized services have been rendered, and no items which were not included in this solicitation are included in the invoice.

## IV. General Terms and Conditions for Solicitations Applicable To: Request for Qualifications (RFQ)

### 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 RFQ and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
  - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
  - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

### 4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:  
County Auditor  
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
  - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
  - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
  - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.
12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

### 13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

### 14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project

there is no specific HUB participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

**26. CONTRACTOR CLAIMS NOTIFICATION:**

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
  - i. The existence of the claim, or other action;
  - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
  - iii. The alleged basis of the claim, action or proceeding;
  - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

**27. CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System ([www.epls.gov](http://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 Qualifications;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - ii. Method of shipment or packing.
  - iii. Place of deliveries.
  - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
  - v. Description of items to be provided.
  - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
  - b. Provide County a waiver of subrogation.
  - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
  - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
  - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00

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Commercial General Liability (Including Contractual Liability):

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00

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Employers Liability:

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

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Excess Liability:

Umbrella Form	Not Required
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Labor Liability:

Worker's Compensation	Meeting Statutory Requirements
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## V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## 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](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

Conflict of Interest Questionnaire

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

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## VII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## VIII. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County’s website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County’s actual requirements.
  - d. Specifications, terms and conditions reflecting the County’s actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder’s responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County’s HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

IX. Hays County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature of Company Representative

Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

X. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, \_\_\_\_\_, 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 below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

XI. Debarment and Licensing Certification

STATE OF TEXAS §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**XII. Vendor/Bidder's Affirmation**

- 1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- 2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County, or;

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

\_\_\_\_\_  
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Email Address Phone

XIII. 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

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

<u>Section A: Current Hays County Employee</u>	
<hr/>	
Employee Name	Title

<u>Section B: Former Hays County Employee</u>		
<hr/>		
Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		
<hr/>		
Hays Employee/Former Hays Employee Name	Title	
<hr/>		
Name of Person Related	Title	Relationship

<u>Section D: No Known Relationships</u>
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:
<hr/>
<hr/>
<hr/>

Attach additional pages if necessary.

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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

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

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

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

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

## **CHAPTER 765 - CONSERVATION DEVELOPMENT**

### ***Sub-Chapter 1 - Applicability***

#### **§1.01. General Requirements**

This Chapter shall govern activities associated with the design and development of a Conservation Development, including construction of infrastructure and utilities, the construction and dedication of features to the County for maintenance and operation, and documenting and recording the requirements for these activities based on the approval of the Commissioners Court.

#### **§1.02. Legal Authority**

Legal Authority for adopting and enforcing the regulations in this Chapter is granted to the County under Texas Local Government Code (TLGC) in Chapters 232, 233, 234, 241, 242 and 352 and under the Texas Water Code in Chapters 26 and 35.

#### **§1.03. Designation of Conservation Development Not Required**

No application for a Development Authorization shall be required to be a Conservation Development. Applications meeting the criteria or requirements set forth in this Chapter and other applicable Chapters shall be approved as a Conservation Development.

#### **§1.04. Approval Required Prior to Construction**

Approval of the Commissioners Court is required prior to the construction and development of a Conservation Development, unless excluded or exempted under State law or as exempted below.

#### **§1.05. Purpose and Intent**

The Commissioners Court has authorized special provisions for Conservation Development to accomplish the following objectives:

- (A) To allow for greater flexibility and creativity in the design of developments;
- (B) To encourage the permanent preservation of open space, ranch and agricultural lands, woodlands and wildlife habitat, natural resources and including aquifers, water bodies and wetlands, and historical and archeological resources; to promote interconnected greenspace and corridors throughout the community;
- (C) To protect community water supplies;
- (D) To encourage a more efficient form of development that consumes less open land and conforms to existing topography and natural features better than a conventional subdivision;
- (E) To facilitate the construction and maintenance of housing, streets, utilities, and public service in a more economical and efficient manner;
- (F) To facilitate the provision of community services in a more economical and efficient manner;
- (G) To foster stewardship of the land and wildlife in the County; and,

- (H) To preserve the vestiges of central Texas rural and natural character remaining in Hays County.

### **§1.06. Applicability of Other Chapters**

An application for a Conservation Development shall meet all other applicable Chapters of these Regulations, except as specifically waived, exempted or modified under this Conservation Development Ordinance.

#### ***Sub-Chapter 2 - Definitions Specific to This Chapter***

For the purposes of this Chapter the following terms shall have the corresponding meaning:

- (A) Canyon Rimrock - a rim rock that is adjacent to a waterway and has a rock substrate that:
  - (1) has a gradient that exceeds 60 percent for a vertical distance of at least four feet; and,
  - (2) is exposed for at least 50 feet horizontally along the rim of the canyon.
- (B) Commercial Development - all development other than conservation space, and single-family and duplex residential development.
- (C) Conceptual Land Plan - a land plan(s) that is in a preliminary form and is prepared by a qualified professional land planner, landscape architect or professional engineer and intended primarily to illustrate the development of the Subject Property and identify the potential conservation space and development areas of the Subject Property based on an ecological assessment and the provisions of this Chapter.
- (D) Conservation Development (CD) - a subdivision meeting the criteria set out in this Chapter.
- (E) Conservation Space - land to be set aside and preserved from development as residential or commercial development within a conservation development. Conservation Space shall be classified as Primary or Secondary Conservation Areas or as Recreation Space.
- (F) County Open Space Plan - a plan or set of community goals or guidelines adopted by Hays County to identify desirable areas or features for conservation within protected open space and establishing criteria for identifying, configuring and acquiring open space within Hays County. Examples of protected open space include land protected by conservation easement or fee simple ownership such as parkland, preserve land, open space parkland, conservation space, etc.
- (G) Critical Environmental Features - features that are of critical importance to the protection of environmental resources, and include bluffs, canyon rim rocks, cave, sinkholes, springs and wetlands.
- (H) Ecological Assessment - a study and evaluation of the property submitted for subdivision approval that is conducted by qualified environmental professionals, such as ecologists, biologists, geologists and archeologists, providing the information and covering the features identified in the Conservation Development Design Manual, and summarized in a report that includes several items including a site analysis map and narrative explanation also detailed in the Conservation Development Design Manual.

- (I) Ecological Assets Management Plan - a written document that provides a plan to be followed in maintaining, improving and/or restoring the conservation space and its wildlife and meets the criteria provided in this Chapter.
- (J) Historic Preservation Buffer - a buffer area established in order to maintain or protect an historic or culturally important site or land area, including archeological sites, from development and the unwanted impacts from adjacent human occupation or activities. The buffer is to remain undeveloped and should be maintained or restored to the maximum natural vegetative state practicable. An historic buffer commences at the most external edge or boundary of the historic structure or site and extends away from and surrounding the structure or site for the distance specified in this Chapter.
- (K) Impervious Cover - roads, parking areas, buildings, swimming pools, rooftop landscapes and other impermeable construction covering the natural land surface. Impervious Cover shall be expressed as a percentage of the gross area of the Subject Property or the specific land area under consideration.
- (L) Integrated Pest Management Plan - a written management plan that identifies the integrated pest management (IPM) practices to be used on or for the Subject Property. IPM is a continuous system of controlling pests (weeds, diseases, insects or others) in which pests are identified, action thresholds are considered, all possible control options are evaluated, and selected control(s) are implemented. Control options, which include biological, cultural, manual, mechanical and chemical methods, are used to prevent or remedy unacceptable pest activity or damage. Choice of control option(s) is based on effectiveness, environmental impact, site characteristics, worker/public health and safety, and economics. The goal of an IPM system is to manage pests and the environment to balance benefits of control, costs, public health and environmental quality. IPM takes advantage of all appropriate pest management options.
- (M) Preferred Development Area - an area or location originally identified through a County sponsored community planning process and is intended to attract and accommodate higher or more intense levels of development and most particularly commercial development. These areas should also be seen as potential locations for the provision of centralized local government services. A Preferred Development Area must be accepted or designated as such by the Commissioners Court and may vary in size and intended levels of development from centers for neighborhood retail and/or multifamily development to regional multi-use town center locations.
- (N) Primary Conservation Area(s) – land used for setbacks, set-asides, buffers or preserve areas to be preserved generally as undeveloped and undisturbed or minimally disturbed land under or in response to a state or federal statute or under a Development Authorization issued by a Reviewing Authority or other authorized state or federal agency. Such setbacks, buffers or preserve areas are commonly required along or around critical environmental features. Local criteria and requirements for Primary Conservation Areas are found in the subdivision and/or environmental protection provisions of land development regulatory jurisdictions.
- (O) Property Owners Association or Owners Association - a not for profit organization established for the purpose of owning and managing the common land or amenities of a

property; membership in a Property Owners Association may be comprised of more than one property.

- (P) Recreation Space - those portions of the Conservation Space that may be used for active recreational uses such as ball fields, playgrounds, and golf courses and their immediately adjacent landscaped or maintained areas. Active recreational uses are generally identified as requiring either (1) the use of a playing field or playground; (2) the participation of group or team participants; (3) the installation of buildings or other structures; or (4) the substantial modification or grading of an area of land.
- (Q) Safe Harbor Permit - an agreement negotiated with the U.S. Fish and Wildlife Service which documents and protects baseline occurrences of endangered species on a property and protects the landowner from prosecution for further take above this baseline condition due to impacts associated with a specific project. For final policy and associated regulations, see Federal Register, June 17, 1999.
- (R) Scenic Preservation Buffer - a buffer area established primarily to maintain the general rural or natural appearance of a property, land area or roadway. The buffer is to remain undeveloped unless otherwise allowed and should be maintained or restored to the maximum natural vegetative state practicable. A scenic preservation buffer commences at the outermost boundary of the property or adjacent right-of-way and extends into the property for the distance specified in this Chapter.
- (S) Scenic View - a view of beauty and/or picturesque quality usually containing natural scenery or unique features or character.
- (T) Scenic View Preservation Plan - a written document that identifies key scenic viewing locations/areas and their associated scenic views and identifies those views and/or view sheds to be protected and proposes development guidelines and/or restrictions intended to assure they do not become obstructed or obscured by development. The guidelines and restrictions are to be included in covenants, conditions, restrictions or agreements imposed on a property through a Development Authorization. The plan also indicates the location of buffers or setbacks deemed necessary to preserve scenic views and view sheds, particularly from public roads, and describes management practices including tree trimming and vegetation clearing proposed to maintain the scenic views.
- (U) Secondary Conservation Area(s) – land set-aside or preserved in addition to Primary Conservation Areas in order to meet the conservation space characteristics and requirements under this Chapter.
- (V) Significant and/or Meaningful Features - those features or areas identified in an ecological assessment and prioritized as most important for preservation per criteria or requirements under this Chapter and have the following general characteristics:
  - (1) Ecological features essential to the health of the ecosystem, including human life. Such items would include features that if lost, destroyed or negatively impacted would directly or cumulatively pose a risk to the surrounding water and air quality and/or survival of plant, wildlife and human communities. Examples of significant and/or meaningful features/areas include functioning surface water systems and groundwater recharge features, wetlands, mature closed canopy woodlands, native grass lands, etc.

- (2) Historic and archeological sites, features or artifacts irreplaceable, unique and important to the character of the community. Such items include prehistoric occupation and burial sites and pioneer home or business/activity sites. These items can help in establishing a sense of place or origin and are often seen as contributing to the well-being, health and quality of life of a community.
- (W) Trail(s) - a designated pedestrian way providing community connectivity and/or access to nature areas having minimal improvements necessary for health, safety and property protection and intended primarily for passive recreational use such as hiking, biking or walking.
- (X) View Shed - an area of such size, depth and breadth as to afford panoramic scenic views from multiple locations along its perimeter and/or from accessible locations within its interior.

### ***Sub-Chapter 3 - Application Procedures***

#### **§3.01. General Requirements and Application Procedures**

Applications to the Commissioners Court for Conservation Developments pursuant to these Regulations are subject to the general requirements and Application procedures set forth in Chapter 701 of these regulations.

#### **§3.02. Fees**

Applications for Conservation Developments shall be assessed a refundable fee upon submission, as established by the Commissioners Court. Fees paid shall be refunded to the Applicant upon the issuance of a Development Authorization for the Conservation Development and the submission of a written request for refund submitted to the Department. Application fees for Conservation Development shall not be refunded if the Application is withdrawn or if the Application is issued a Development Authorization that is not for a Conservation Development. Any fees submitted with an Application for Conservation Development may be credited toward any other required fees in the event that a Development Authorization is issued that is not for a Conservation Development.

#### **§3.03. Types of Conservation Developments**

The following types of Development Authorizations authorized under these regulations shall be applicable to Conservation Developments:

- (A) Subdivisions, processed in accordance with Chapter 705;
- (B) Site Development Plans, processed in accordance with Chapter 711; and,
- (C) Voluntary Conservation Easements, processed in accordance with this Chapter.

The County shall review and process the application as appropriate to the development activities included in the Application and as otherwise prescribed by these Regulations and applicable law.

#### **§3.04. Applicability of Other Chapters**

Except as specifically modified in this Chapter, the Applicant, Owner and Permittee for a Conservation Development is subject to the other applicable Chapters from these Regulations.

### **§3.05. Supplemental Information**

In addition to the items required to be submitted with the Application in accordance with Chapter 701 and the applicable Chapter(s) under which the Conservation Development authorization is being requested, the Applicant shall submit the following information:

- (A) A conceptual land plan for the proposed Conservation Development;
- (B) A list of all legal documents necessary to preclude or limit development within the Conservation Development, including any restrictive covenants, conservation restrictions, Conservation Easements, excess conservation space/impervious cover transfer documents, and variance or waiver or exemption requests/applications, with an accompanying narrative explaining the document's general provisions, purpose or justification;
- (C) An Ecological Assessment report, including the following:
  - (1) A site analysis map;
  - (2) A site context map;
  - (3) The most recently available aerial photos, but not older than four years old, of the site and of the context area; and,
  - (4) Narrative discussion or explanations adequate to fully identify, explain and inform as to the nature of the land's natural features and the rationale for their prioritization for protection within a conservation space area and meeting the terms or requirements identified in the Conservation Development Design Manual;
- (D) Scenic view preservation plan;
- (E) Owners association documents including any architectural and landscaping design standards or restrictive covenants meeting the requirements of this Chapter;
- (F) An Integrated Pest Management Plan meeting the requirements of this Chapter;
- (G) An Ecological Assets Management Plan meeting the requirements of this Chapter;
- (H) Draft of the Conservation Development Agreement meeting the terms or requirements identified in the Conservation Development Design Manual; and,
- (I) All additional information required by the Department to demonstrate compliance with the Conservation Development concept.

### **§3.06. Communication with Precinct Commissioner**

The Applicant or the Applicant's authorized agent for a Conservation Development is required to contact the Commissioner(s) in whose precinct(s) the proposed Subdivision is located prior to the submission of the Application.

### **§3.07. Pre-submittal Meeting**

An Application for a Conservation Development may not be accepted by the Department for filing before the Applicant meets with the Department in a pre- submittal meeting. The purpose of the pre-submittal meeting is to acquaint the Department with the proposed development, including its ecological assessment and conceptual land plan(s), and to provide the Applicant

with preliminary staff comments and to identify major concerns or needs for additional information. The Applicant shall prepare the required ecological assessment and conceptual land plan for the proposed Conservation Development and furnish these documents to the Department at least fifteen (15) days prior to the pre-submittal meeting. If requested, the Applicant shall meet with designated representative(s) of the Department at the Subject Property for a site tour prior to, or in conjunction with, the pre-submittal meeting.

### ***Sub-Chapter 4 - Development Authorizations for Conservation Developments***

#### **§4.01. Types of Conservation Developments**

The following types of Development Authorizations authorized under these regulations shall be applicable to Conservation Developments:

- (A) Subdivisions; and,
- (B) Manufactured Home Rental Community permits.

#### **§4.02. Privation of Incentives**

- (A) Any incentive provided under this Chapter or other rights and benefits to an Applicant, Permittee, or Owner, or a prorated portion thereof, may be withheld at the discretion of the Department until:
  - (1) A copy of the written confirmation of the construction or installation, and operation if applicable, of all resource conservation measures necessary to meeting the provisions of this Chapter is provided to the Department; or,
  - (2) A resource conservation verification inspection has been completed by the Department, including the correction of the cause(s) for failure to pass a resource conservation verification inspection.
- (B) Failure by the County to provide incentives as stipulated in a Conservation Development Agreement and subject to the agreement's notice and cure provisions will entitle the Subject Property to be developed under the County rules and regulations in effect on the effective date the agreement.

### ***Sub-Chapter 5 - Conservation Development Design***

#### **§5.01. Conservation Space**

A Conservation Development shall include a minimum percentage of land to be designated as permanent Conservation Space, not to be further subdivided or developed, meeting the conditions specified below:

- (A) A minimum of fifty percent (50%) of the Subject Property's total acreage shall be designated as a single contiguous land area, lot or tract of Conservation Space that conforms to the following design criteria:
  - (1) A Conservation Space shall not be less than one hundred and fifty (150) feet in width at any point except for scenic or historic preservation buffers as allowed in this Subchapter below;
  - (2) A Conservation Space shall not be less than ten (10) acres in size;

- (3) Impervious Cover within or adjoining the Conservation Space plus a continuous or surrounding undisturbed buffer of at least twenty-five (25) feet from the Impervious Cover's external most edge shall not be included in calculating or meeting the Conservation Space requirements of this Chapter;
  - (4) Areas within rights-of-way, access easements, utility easements or any other granted property right or dedication that allows the alteration or disturbance of land or vegetation of the property plus a continuous or surrounding undisturbed buffer of at least twenty-five (25) feet from the potential alteration or disturbance right's external most edge shall not be included in calculating or meeting Conservation Space requirements;
  - (5) Adequate access to the Conservation Space by way of Public Roadways or usable access easements not less than twenty (20) feet in width will be dedicated to the public for use by the County and the Permittee;
  - (6) Scenic or Historic Preservation Buffer areas connected to Conservation Space and having a consistent width of at least one-hundred and fifty (150) feet may be included in the Conservation Space acreage if it also meets the other Conservation Space requirements of this Chapter;
  - (7) Scenic or Historic Preservation Buffer areas disconnected from Conservation Space or having any portion less than one-hundred and fifty (150) feet in width may account for up to five percent (5%) of the Conservation Space acreage requirement of this Chapter; and,
  - (8) The Conservation Space requirements of this Chapter may be met through the transfer of excess Conservation Space from another property as provided in Subchapter 9 of this Chapter and under such transfer requirements or guidelines as may be established by the County.
- (B) No more than fifty percent (50%) of the Conservation Space requirement of §765.3.01(A) above is to be land that is mandated to be preserved as Primary Conservation Area.
- (C) The Conservation Space shall be designed to include the Significant and/or Meaningful Features for preservation through an Ecological Assets Management Plan submitted with or prior to the Conservation Development Application. The Ecological Assets Management Plan shall allocate as Conservation Space at least seventy-five percent (75%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation.
- (D) The design of a Conservation Space may be adjusted or modified by the County through a variance without exceeding the applicant's proposed conservation space total acreage or materially reducing the proposed net economic benefit to the applicant from development of the property as a Conservation Development for any of the following reasons:
- (1) To include preferred ecological or cultural features;
  - (2) To maximize the ecological value of habitat areas;
  - (3) To improve the connectivity of the Conservation Space with current or potential conservation and open space on adjacent or contiguous land;
  - (4) To reduce Conservation Space fragmentation and provide for or improve the connectivity of Conservation Space within the Conservation Development;

- (5) To provide for or improve the alignment and continuity of design of the Conservation Space;
  - (6) To provide for or improve the efficiency and effectiveness of managing the Conservation Space;
  - (7) To provide for or improve the sustainability of the Conservation Space and protect it from undesirable or unmanaged access and use; or,
  - (8) To adjust or correct for unintended consequences arising from conflicts between provisions of the Conservation Development Ordinance and other governmental requirements.
- (E) All Conservation Space within a Conservation Development must be designated in a Conservation Easement or other appropriate legal instrument that governs subsequent subdivision or development of the Conservation Space in perpetuity. These legal instruments shall address the following issues:
- (1) Identification of the person that will exercise the rights under the Conservation Easement;
  - (2) Identification of allowable future uses of the property subject to the Conservation Easement and any prohibitions on development activities necessary to comply with the intended uses and these Regulations; and,
  - (3) Any financial arrangements made between the parties to ensure compliance with the requirements of the easement and these Regulations.

**§5.02. Scenic and Historic Preservation Buffers**

A Conservation Development shall include Scenic and Historic Preservation Buffers of undisturbed and undeveloped land with the following characteristics:

- (A) Boundary roadways adjacent to the Subject property and roadways within the Subject Property identified in a regional transportation plan approved by the County or identified as Arterials or Major Collectors under Chapter 721 of these Regulations shall have the following Scenic Preservation Buffers on the Subject Property:
  - (1) At least fifty (50) feet for single-family or duplex development; and,
  - (2) At least seventy-five (75) feet for commercial development;
- (B) The perimeter of the Subject Property not adjacent to the roadways identified in §765.3.02(A) above shall have a Scenic Preservation Buffer of at least fifty (50) feet;
- (C) A preserved historic or archeological site that is determined to be a Significant and/or Meaningful Feature shall have an Historic Preservation Buffer of at least one hundred (100) feet;
- (D) Limited development within a Scenic Preservation Buffer is allowed for approved directional or entry signs, underground utilities, trails, drainage facilities and driveways or access drives that run perpendicular to boundary roadways or the property’s perimeter;
- (E) Natural vegetative cover within a Scenic or Historic Preservation Buffer shall be retained or restored to the maximum extent practicable and Scenic Preservation Buffers along

boundary roadways shall be landscaped with native trees or other vegetation so as to obscure the property's buildings and other structures to the maximum extent practicable;

- (F) Scenic or Historic Preservation Buffers shall not be included in any lot intended for residential or commercial development; and,
- (G) Wastewater disposal or application is prohibited in Historic Preservation Buffers, but is allowed in Scenic Preservation Buffers, if otherwise in compliance with these Regulations.

### **§5.03. Ecological Assets Management Plan**

Conservation Space within a Conservation Development must be managed and maintained under an approved Ecological Asset Management Plan that meets the standards and criteria established in this Chapter.

### **§5.04. Impervious Cover**

- (A) Impervious cover within the Subject Property of a Conservation Development shall conform to the following criteria:
  - (1) For Subject Property within the Edwards Aquifer Recharge Zone, impervious cover existing or to be developed shall not exceed fifteen percent (15%);
  - (2) For Subject Property outside of the Edwards Aquifer Recharge Zone impervious cover existing or to be developed shall not exceed twenty percent (20%);
  - (3) For the purposes of this Chapter, Impervious Cover shall be calculated on a gross site area basis in accordance with the TCEQ "Edwards Aquifer Technical Guidance Manual," the LCRA "Highland Lakes Ordinance, Water Quality Management Technical Manual," or other industry standard procedure acceptable to the County;
  - (4) For the purposes of this Chapter, Trails within a Conservation Space shall not be considered as Impervious Cover;
  - (5) For the purposes of this Chapter, historic or archeological structures or their remnants and stone walls shall not be considered as Impervious Cover; and,
  - (6) The Impervious Cover requirements of this section may be met through the transfer of excess impervious cover from another property as provided in Subchapter 9 of this Chapter and under such transfer requirements or guidelines as may be established by the County.

### **§5.05. Conservation Roadway and Driveway Design Standards**

The roadway standards in Chapter 721 shall apply to Conservation Developments under this Chapter.

### **§5.06. Requirements for Property Owners Associations**

Property owners association covenants, conditions and restrictions required by this Chapter shall be adopted and enforced for all Conservation Developments approved under this Chapter.

## *Sub-Chapter 6 - Resource Conservation*

### **§6.01. Energy Conservation**

- (A) All new residential construction within the property shall be designed and built to achieve at least a fifteen percent (15%) energy use savings above the State of Texas Energy Code requirements or shall be in attainment of the minimal standards of the Environmental Protection Agency's Energy Star program.
- (B) All new commercial development construction within the property shall be designed and built to achieve at least a twenty percent (20%) energy use savings above the State of Texas Energy Code requirements.

### **§6.02. Water Conservation**

The following water conservation provisions shall be incorporated into the building and landscaping designs of the Conservation Development:

- (A) All new construction within a Conservation Development shall be designed and built to achieve at least fifteen percent (15%) indoor water use savings above the Environmental Performance Standards for Plumbing Fixtures, Chapter 372 of the Texas State Health and Safety Code or the plumbing or fire code requirements of the Reviewing Authority, whichever is more stringent;
- (B) Unless otherwise approved by the County, plumbing fixtures and/or their installation shall meet the following:
  - (1) Toilets shall be selected from the City of Austin, Texas, Water Conservation Program Rebate Toilets list; and,
  - (2) Total flow rate for all shower heads installed in a shower enclosure shall not exceed 2.75 gallons of water per minute;
- (C) All installed landscaping and landscape irrigation systems shall be installed to meet the criteria or requirements in the Conservation Development Design Manual;

### **§6.03. Materials Conservation**

All new construction (building envelope, framing and flooring) within the property shall be constructed of at least twenty percent (20%) recycled or reclaimed content material or materials manufactured from renewable resources.

### **§6.04. Alternative Conservation Standards**

- (A) New residential construction in a Conservation Development shall satisfy the energy, water and materials conservation requirements of this Chapter if they meet standards generally established to achieve the conservation levels identified above that are issued by the following entities or programs:
  - (1) National Association of Home Builders (NAHB) Green Building Guidelines or an NAHB approved Texas program;
  - (2) U.S. Green Building Council, LEED Homes Program, as finally adopted;
  - (3) City of Austin, Austin Electric Green Building Program Residential Two Star Rating;

- (4) Green Globes Environmental Assessment and Rating System; or
  - (5) Green building programs approved or sponsored by the Texas Association of Builders or by the local land development regulatory jurisdiction.
- (B) New commercial construction in a Conservation Development shall satisfy the energy, water and materials conservation requirements of this Chapter if they meet the standards generally established to achieve the conservation levels identified above that are issued by the following entities or programs:
- (1) U.S. Green Building Council, LEED certification;
  - (2) City of Austin, Austin Electric Green Building Program for Commercial Buildings.
  - (3) Green building programs approved or sponsored by the local land development regulatory jurisdiction.

**§6.05. Conservation Effort Verification**

- (A) Applicant and or the Permittee shall submit calculations showing building design and/or proposed installations of resource conserving materials, fixtures, appliances and equipment to meet the resource use reduction requirements of the above corresponding conservation standards, guidelines and/or requirements of this Chapter;
- (B) At or prior to the purchase or final acceptance of any new construction by a Permittee, the developer or builder of the new construction shall certify to said Permittee in writing the construction or installation, and operation if applicable, of all conservation measures necessary to meeting the provisions of this Chapter in the new construction. The certification shall be signed and dated by the final owner as their acceptance and confirmation of the construction, installation and operability of the conservation measures.
- (C) The County shall retain the right to verify the construction or installation, and operation if applicable, of any and all conservation measures proposed or planned in order to meet the provisions of this Chapter through a building inspection up to twelve months from the date of original occupancy of any said building.

***Sub-Chapter 7 - Preferred Development Areas***

**§7.01. Designation of Preferred Development Areas**

The provisions of this Subchapter shall relate to Conservation Developments in Preferred Development Areas. The Department shall maintain and publish the locations of Preferred Development Areas designated by the Commissioners Court.

**§7.02. Commercial Development as Conservation Development**

Notwithstanding any other provisions of this Chapter, commercial development shall be considered a Conservation Development if it is within a preferred development area and meets the following provisions:

- (A) The requirements for Conservation Space as outlined in Subchapter 3 of this Chapter may be modified as follows:

- (1) The minimum area designated as a single contiguous land area, lot or tract of Conservation Space shall be equal to thirty percent (30%) of the Subject Property's total acreage;
  - (2) A Conservation Space shall not be less than one hundred and fifty (150) feet in width at any point except for scenic or historic preservation buffers as allowed in this Subchapter below;
  - (3) A Conservation Space shall not be less than two (2) acres in size;
  - (4) The Conservation Space requirements of this Subchapter may be met through the provision of Conservation Space on another property at a location within a Preferred Development Area as provided in Subchapter 9 of this Chapter and under such transfer requirements or guidelines as may be established by the County;
  - (5) The conservation space requirements of this section may be met through the transfer of excess Conservation Space from other property as provided in Subchapter 9 of this Chapter and under such transfer requirements or guidelines as may be established by the County; and,
  - (6) The buffer requirements of this section may be waived by the County if the Conservation Space is provided in a commons, community plaza, park or town square within the Subject Property.
- (B) The requirement for the Ecological Assets Management Plan as outlined in Subchapter 3 of this Chapter may be modified as follows:
- (1) The Ecological Assets Management Plan shall allocate as Conservation Space at least fifty percent (50%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation;
  - (2) For Conservation Space provided outside of the Subject Property's Preferred Development Area, the Ecological Assets Management Plan shall allocate as Conservation Space at least seventy-five percent (75%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation; or,
  - (3) For Conservation Space provided in a common or community plaza, square, green or park within the Subject Property, the Ecological Assets Management Plan shall allocate as Conservation Space at least twenty five percent (25%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation.
- (C) The requirements for Impervious Cover as outlined in Subchapter 3 of this Chapter may be modified as follows:
- (1) For Subject Property within the Edward Aquifer Recharge Zone, Impervious Cover existing or to be developed shall not exceed thirty-five percent (35%); or,
  - (2) For Subject Property outside the Edwards Aquifer Recharge Zone, Impervious Cover existing or to be developed shall not exceed sixty-five percent (65%).

## ***Sub-Chapter 8 - Conservation Development Agreement***

### **§8.01. Agreement Required**

The Permittee and the Owner shall enter into a Conservation Development Agreement with the County prior to or simultaneous with the issuance of the Development Authorization by the County. For Conservation Developments, a Development Authorization issued by the County shall not be effective until said Conservation Development Agreement is signed and recorded in the Official County Records. The Conservation Development Agreement shall commit the property to be developed only as a Conservation Development under the terms of this Chapter and shall contain such other conditions as are mutually acceptable to the Permittee, Owner, and the County. Said agreement shall entitle the Permittee and the Owner, their assigns and successors to development under the conditions of this Chapter, unless expired.

### **§8.02. Agreement Allowed**

An Owner who wishes to assure their property's future development is in compliance with the provisions of this Chapter, may, without applying for a Development Authorization, enter into a Conservation Development Agreement with the County. Said agreement shall entitle the property Owner, their assigns and successors to development under the conditions of this Chapter, to the same degree as a Conservation Development that is issued a Development Authorization. Acceptance of a Conservation Development Agreement by the County shall entitle the property covered by the agreement to be developed as a Conservation Development in accordance with the development regulations and process requirements in effect on the date the agreement is filed in the Official County Records.

### **§8.03. Agreement to Run With Land**

A Conservation Development Agreement approved by the County and a property Owner shall run with the land and shall only be amended with the approval of the Commissioners Court. Said agreement shall be recorded in the Official Records of the County.

## ***Sub-Chapter 9 - Off-site Transfers for Conservation Development***

The following procedures govern the transfers of Conservation Space, Impervious Cover and other authorized Transfer Commodities used in conjunction with Development Authorizations for Conservation Development issued under this Chapter.

### **§9.01. Transfer Commodities**

The following items shall qualify as transfer commodities for the purposes of this Chapter:

- (A) Conservation Space in excess of that required under this Chapter; and,
- (B) Unutilized Impervious Cover, up to the limits specified in this Chapter.

### **§9.02. Origin Sites Within the Jurisdiction of These Regulations**

- (A) A Subject Property that is located in Hays County within the jurisdiction of these regulations and outside of a Preferred Development Area that is approved as a Conservation Development with available transfer commodities may transfer credit for such available transfer commodities to other properties in Hays County that are within the same watershed or are contiguous to the Subject Property.

- (B) A Subject Property that is located in Hays County within the jurisdiction of these regulations and within a Preferred Development Area that is approved as a Conservation Development with available transfer commodities may transfer credit for such available transfer commodities only to other properties in Hays County that are within the same designated Preferred Development Area.
- (C) A Subject Property that is located in Hays County that is approved as a Conservation Development that conveys available transfer commodities to another property in Hays County or another location must document such conveyance within the Record Documents.
- (D) If the conveyance of available transfer commodities from a property within the jurisdiction of the County has been authorized in a Development Authorization, and upon the written request of an Applicant, Owner or Permittee, the Department may issue a statement to other persons indicating that such conveyance has been authorized.

### **§9.03. Origin Sites Outside the Jurisdiction of These Regulations**

- (A) An Applicant may request the conveyance of transfer commodity credit from a property outside the jurisdiction of these regulations in the following instances:
  - (1) The property from which the transfer commodities are conveyed is within the same watershed or contiguous to the Subject Property; and,
  - (2) The Applicant provides documentation that the regulatory entities having jurisdiction over land development activities for the originating tract are aware of the nature and quantity of the transfer commodities being conveyed and that they do not object to such transfer.
- (B) Approvals for the conveyance of transfer commodities from origin sites outside the jurisdiction of these regulations is solely at the pleasure of the Commissioners Court. The County is in no way obligated to accept such transfers.
- (C) If the conveyance of available transfer commodities from a property outside the jurisdiction of the County has been authorized in a Development Authorization, the Department shall forward notice of the approval of such conveyance to the regulatory entities having jurisdiction over land development activities for the originating tract for which documentation has been supplied by the Applicant.

## **CHAPTER 766 - RESERVED**

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize On-Site Sewage Facility Permit for 11 tiny homes/park model RV's at 3499 Fearless Treadway, Round Mountain, Texas 78663.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

**SUMMARY**

Mace Picken is proposing an On-Site Sewage System to 11 tiny homes/park model RV's. These homes will be long-term rental houses. This 20.00-acre tract of land is Lot 1C-R of the J. M. J. subdivision and will be served by a private well for a potable water supply. The system designer, Doug Dowlearn, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 1100 gallons.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Approve an adjustment to the Continuing Education budget for the Office of the County Judge in the amount of \$2,000 for continuing education of the Executive Assistant, Chief of Staff and County Judge and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$2,000

**LINE ITEM NUMBER**

001-600-00.5551

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

Funding source to be determined by the Commissioners Court. Potential source is countywide contingencies.

**PURCHASING GUIDELINES FOLLOWED:**

N/A

**AUDITOR REVIEW:**

MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BECERRA	BECERRA	N/A

**SUMMARY**

The Office would like to take advantage of additional training made available to all staff.

Potential Funding Source: County Wide Contingencies

**Budget Amendment:**

Increase County Judge's Continuing Education Budget

Decrease County Wide Contingencies (TBD)

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Amend the Constable Pct. 5 Operating budget for an additional \$102 needed for the FY20 budgeted PowerHeart AED Defibrillator.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$102.00

**LINE ITEM NUMBER**

001-639-00.5719\_400

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** YES      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable John Ellen	JONES	N/A

**SUMMARY**

The Constable was approved an AED Defibrillator during the FY20 budget process. The updated model available is an additional \$102 over the budgeted amount approved. Funds within the Constable operating budget is available for this request. No additional funds are needed.

Attachment: Allied 100, Inc. Quote #158675

Budget Amendment:  
Increase .5719\_400 Misc. Eqpt\_Ops  
Decrease .5206 LE Supplies



1800 US Hwy 51 N  
 Woodruff, WI 54568  
 Phone: 800-691-6459  
 Fax: 800-996-0972

# QUOTE



CUST ID	DATE	QUOTE #
284037	12/19/2019	158675

<b>PREPARED FOR:</b>	<b>512-295-3030</b>
<b>John Ellen</b> <b>Hays County Constable's Office, Precinct 5</b> <b>500 Jack C Hays Trl</b> <b>Buda TX 78610-3334</b>	

<b>SHIP TO</b>	<b>512-295-3030</b>
<b>John Ellen</b> <b>Hays County Constable's Office, Precinct 5</b> <b>500 Jack C Hays Trl</b> <b>Buda TX 78610-3334</b>	

Shipped via:	Free Shipping	Fax Number:		Reference:	G5
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Item	Description	Quantity	Current Price	Your Price	Total
G5A-80A-P with Extras	Powerheart AED G5 Fully Automatic Version. Includes: - Powerheart AED G5 Fully Automatic - 8 Year Warranty - Adult Electrode Pads - IntelliSense Battery - Operator's Guide/Software - USB Cable - Semi-Rigid Carrying Case - Spare Adult Electrode Pads - Responder® Premium AED/CPR Pack - AED Check Inspection Tag - AED Window/Wall Decal	1	<del>\$1,695.00</del>	\$1,256.00	\$1,256.00
XTRPAD006A	Pediatric Training Electrodes for Cardiac Science Powerheart G5 Trainer	1	<del>\$71.00</del>	\$63.90	\$63.90
Free Gift	AED Superstore Responder CPR Barrier Keychain	1	<del>\$4.99</del>	\$0.00	\$0.00

**FREE** Responder Keychain™ included with this order, compliments of your AED Superstore®

<b>Subtotal</b>	<b>\$1,319.90</b>
<b>Shipping</b>	<b>FREE</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Estimate Total</b>	<b>\$1,319.90</b>

**Estimate valid for 30 days from above date.**  
**All items listed above are covered under our 30 Day Money Back Guarantee!**



PROUD SUPPLIER TO THE US GOVERNMENT  
 GSA/VA Contract Number: V797D-50533  
 Contract Expiration Date: 02/14/2021  
 DUNS #: 121 306 984  
 CAGE Code: 3DHR2  
 FEIN/TIN: 27-0005083  
 Business Size Classification: Large

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Authorize the Information Technology Department to purchase a replacement APC Smart UPS Battery Backup for the District Attorney and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 7, 2020	\$1,428

**LINE ITEM NUMBER**

001-680-00.5712\_400

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** YES      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	INGALSBE	N/A

**SUMMARY**

The District Attorney's Office existing UPS that is in the Intermediate Distribution Frame (IDF) is no longer functional. The UPS provides temporary connection in case of disruption of power. The IDF houses multiple switches that serve as a distribution point for network cables which provide local area network (LAN) to the servers and phone system used for the DA's daily administrative functions. Funds are available within the IT operating budget for this expense. No additional funds are needed.

Attachment: Dell Quote #3000052821772.1

Procured through DIR Contract #DIR-TSO-3763

Budget Amendment:

Increase .5712\_400 Computer Eqpt\_Ops

Decrease .5712\_700 Computer Eqpt\_Capital



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000052821772.1</b>	Sales Rep	Chris Minchew
<b>Total</b>	<b>\$1,427.35</b>	Phone	(800) 456-3355, 5138843
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Dec. 24, 2019	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Jan. 23, 2020		HAYS COUNTY - AUDITORS
Deal ID	17318888		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Chris Minchew

### Shipping Group

Shipping To	Shipping Method
INFORMATION TECHNOLOGY HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
APC Smart-UPS 3000VA RMt 2U UPS Battery Backup (SMT3000R2X145)	\$1,427.35	1	\$1,427.35

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<b>Subtotal:</b>	<b>\$1,427.35</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,427.35</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$1,427.35</b>
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

<b>Shipping To</b>	<b>Shipping Method</b>
INFORMATION TECHNOLOGY HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

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<b>APC Smart-UPS 3000VA RMt 2U UPS Battery Backup (SMT3000R2X145)</b>	<b>\$1,427.35</b>	<b>Qty</b> 1	<b>Subtotal</b> \$1,427.35
Estimated delivery if purchased today: Jan. 08, 2020 Contract # 75AHH Customer Agreement # DIR-TSO-3763			

<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
APC Smart-UPS 3000VA RMt 2U UPS Battery Backup (SMT3000R2X145)	A6575158	-	1	-

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<b>Subtotal:</b>	<b>\$1,427.35</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,427.35</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or [www.dell.com/oemterms](http://www.dell.com/oemterms)); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms).

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #PB03016800381 in the amount of \$153,766.36, and accept the 1-year revegetation bond #PB03016800381 in the amount of \$59,538.00 for Rutherford West subd., Section 5.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 7, 2020	

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

**SUMMARY**

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

December 31, 2019

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Rutherford West subdivision, Section 5

Dear Commissioners and Judge:

Tricia Tichenor-Altamirano, P.E. with Tricia Altamirano Consulting Engineer, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Rutherford West subdivision, Section 5, accept the 2-year maintenance bond #PB03016800381 in the amount of \$153,766.36, and the 1-year revegetation bond #PB03016800381 in the amount of \$59,538.00. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds. 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,

A handwritten signature in cursive script that reads "Jerry H. Borcharding".

Jerry Borcharding, P.E.  
Director  
Hays County Transportation

**ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE**

PROJECT: Rutherford West Section 5 Paving, Drainage, and Water Improvements

SCOPE OF WORK:            W X            WW \_\_\_\_\_            S/D X            ALL \_\_\_\_\_

Owner/Developer's Name and Address

Consultant Engineer's Name and Address

RW Trine, LLC  
1508 S. Lamar  
Austin, Texas 78704

Tricia Altamirano Consulting Engineer, Inc.  
1101 Capital of Texas Highway South  
Building D, Suite 210  
Austin, Texas 78746

On this date, I, or my representative, made on-site inspections of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. The construction, materials, and equipment were substantially constructed in accordance with the approved construction plans. I, therefore, recommend the project is substantially complete to Hays County, City of Dripping Springs, West Travis County Public Utility Agency, Greenhawe WCID No. 2, TCEQ Region 11 EAPP I.D. No. 11000953 and TCEQ Water Supply Division upon satisfactory correction of the following items:

- Revegetation of disturbed area along right of way & easements
- Clean mud and debris at pipe inlet structures and outfalls
- Grade to drain outfall at ssl "G"



Tricia S. Tichenor-Altamirano  
Signature

11/21/19  
Date

62688

Texas Registration Number

**ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE**

PROJECT: Rutherford West Section 5 Paving, Drainage, and Water Improvements

SCOPE OF WORK:            W X            WW                S/D X            ALL    

Owner/Developer's Name and Address

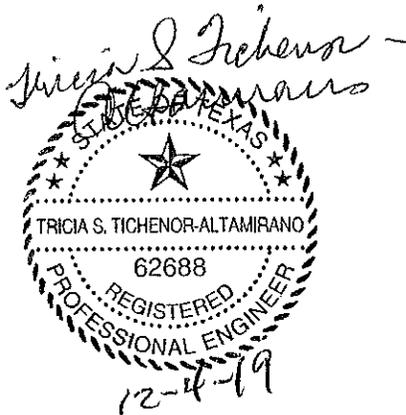
Consultant Engineer's Name and Address

RW Trine, LLC  
1508 S. Lamar  
Austin, Texas 78704

Tricia Altamirano Consulting Engineer, Inc.  
1101 Capital of Texas Highway South  
Building D, Suite 210  
Austin, Texas 78746

On this date, I, or my representative, made on-site inspections of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. The construction, materials, and equipment were substantially constructed in accordance with the approved construction plans. I, therefore, recommend the project is substantially complete to Hays County, City of Dripping Springs, West Travis County Public Utility Agency, Greenhawe WCID No. 2, TCEQ Region 11 EAPP I.D. No. 11000953 and TCEQ Water Supply Division Plan Review Log No. P-03142018-102 upon satisfactory correction of the following items:

Revegetation of disturbed area along right of way & easements



Tricia S. Tichenor-Altamirano  
Signature

12/4/19  
Date

62688  
Texas Registration Number

# Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
877-438-7459

Bond No. PB03016800381

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of One Hundred Fifty Three Thousand Seven Hundred Sixty Six and 36/100, (\$153,766.36) 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 a contract with Hays County dated for Rutherford West Section 5 - Paving and Drainage Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 22nd day of November, 2019.

DNT Construction, LLC  
Principal

By: \_\_\_\_\_

Laurie Weisensel, CFO

Philadelphia Indemnity Insurance Company

By: \_\_\_\_\_

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, 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 \$25,000,000.

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 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

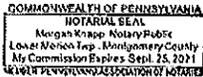
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, 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 Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., 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 November, 20 19



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**IMPORTANT NOTICE**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:** This notice is for information only and does not become a part or condition of the attached document.

**ADVISO IMPORTANTE**

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU FIANZA DE GARANTIA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

# MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800381

**KNOW ALL MEN BY THESE PRESENTS,**

That we DNT Construction, LLC, as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of Fifty Nine Thousand Five Hundred Thirty Eight and 00/100 (\$59,538.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – Rutherford West Section 5

**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 December 6, 2019.

DNT Construction, LLC

Principal

By: 

Dean Romme, President

Philadelphia Indemnity Insurance Company

Surety

By: 

Jeremy Farque,

Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noc 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 \$25,000,000.

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 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

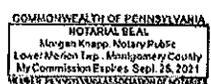
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, 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 Seal)

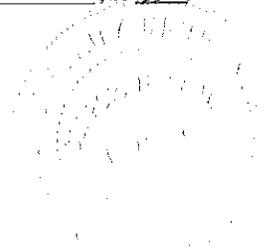
Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., 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 6<sup>th</sup> day of December, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY





DNT CONSTRUCTION COST AND QUANTITIES; PAVING AND DRAINAGE

CONTRACT: Rutherford West Sac 5

CONTRACTOR: DNT CONSTRUCTION

PAVING IMPROVEMENTS					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	Mobilization	1	LS	\$ 59,400.00	\$59,400.00
2	Clearing & Grubbing Right of Way	7	AC	\$ 2,550.00	\$17,850.00
3	Street Earthwork	23392	CY	\$ 4.50	\$105,264.00
4	Subgrade Preparation extended 3' beyond back of curb	18893	SY	\$ 3.50	\$66,125.50
5	10" Compacted Flexible Base Material extended 3' beyond back	15959	SY	\$ 10.00	\$159,590.00
6	8" Compacted Flexible Base Material extended 3' beyond back	2934	SY	\$ 8.00	\$23,472.00
7	2" Hot Mix Asphaltic Concrete	9483	SY	\$ 9.80	\$92,933.40
8	1.5" Hot Mix Asphaltic Concrete	1046	SY	\$ 7.80	\$14,398.80
9	24" Laydown Curb	10445	LF	\$ 12.00	\$125,340.00
10	Tree Well	6	EA	\$ 7,500.00	\$37,500.00
11	Striping and Signage	1	LS	\$ 1,300.00	\$1,300.00
12	Saw Cut Pavement	44	LF	\$ 2.50	\$110.00
13	MBGF	470	LF	\$ 30.00	\$14,100.00
14	Terminal Anchor	2	EA	\$ 3,500.00	\$7,000.00
15	Dewater and Muck existing pond	1	LS	\$ 12,000.00	\$12,000.00
16	Place excess spoils and backfill pond	4400	CY	\$ 4.50	\$19,800.00
17	Topsoil and revegetate disturbed pond area	2887	SY	\$ 3.50	\$10,454.50
18	Concrete Curb Stops	11	EA	\$ 93.75	\$1,031.25
19	Revegetation	19,846.00	SY	\$ 3.00	\$59,538.00
20	Geogrid, TxDOT DMS 6240 Type II	18,893.00	SY	\$ 2.05	\$38,730.65

SUBTOTAL PAVING

\$865,938.10

DRAINAGE IMPROVEMENTS					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	24" Class III Reinforced Concrete Pipe	905	LF	\$ 71.00	\$64,255.00
2	30" Class III Reinforced Concrete Pipe	1109	LF	\$ 92.00	\$102,028.00
3	36" Class III Reinforced Concrete Pipe	874	LF	\$ 131.00	\$114,494.00
4	4' x 6' Box Culvert	198	LF	\$ 346.00	\$68,508.00
5	4-4'x6' Concrete Flared Wingwalls w/ Flared Wings TxDOT FW	1	EA	\$ 22,043.00	\$22,043.00
6	4-4'x6' Concrete Flared Wingwalls w/ Flared Wings TxDOT FW	1	EA	\$ 20,580.00	\$20,580.00
7	24" Headwall with Energy Dissipators	3	EA	\$ 4,411.00	\$13,233.00
8	30" Headwall with Dissipators	3	EA	\$ 5,340.00	\$16,020.00
9	36" Headwall with Dissipators	1	EA	\$ 6,853.00	\$6,853.00
10	5' diameter manhole	2	EA	\$ 3,300.00	\$6,600.00
11	4' diameter manhole	3	EA	\$ 2,600.00	\$7,800.00
12	Pipe Inlet Concrete Drop Structure for 24" CI III pipe w/ Concrete	3	EA	\$ 7,100.00	\$21,300.00
13	Pipe Inlet Concrete Drop Structure for 30" CI III pipe w/ Concrete	2	EA	\$ 7,600.00	\$15,200.00
14	TxDOT Drop Grate Inlet, Type 1	2	EA	\$ 4,900.00	\$9,800.00
15	Earthwork for Trapezoidal Channel	10343	CY	\$ 7.00	\$72,401.00
16	2' wide bottom Concrete Trickle Channel	129	SY	\$ 122.00	\$15,738.00
17	TxDOT Class 2, Type F Soil Retention Blanket for trapezoidal c	11040	SY	\$ 2.00	\$22,080.00
18	Level Spreader	625	LF	\$ 12.00	\$7,500.00
19	TxDOT CI 1 Type A Soil Retention Blanket for Level Spreader	5790	SF	\$ 1.60	\$9,264.00
20	3' x 5' Rock Riprap for Level Spreader	1850	CF	\$ 6.10	\$10,065.00
21	Rock Riprap	2375	SF	\$ 4.50	\$10,687.50
22	Trench Safety System	3066	LF	\$ 1.00	\$3,066.00
23	French Drain 4" Perf Pipe	1740	LF	\$ 3.84	\$6,681.60
24	French Drain Trench Filter Fabric	13	EA	\$ 360.00	\$4,680.00
25	French Drain Bedding Material	260	TN	\$ 16.80	\$4,368.00
26	French Drain Install	1740	LF	\$ 9.46	\$16,460.40

SUBTOTAL DRAINAGE

\$671,725.50

TOTAL PAVING & DRAINAGE CONTRACT

\$1,537,663.60

*Tricia S. Tichenor*  
  
 11-21-19

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute the Training Services Authorized Provider Agreement with the American Red Cross permitting County employees or volunteers to deliver instruction in Red Cross training courses.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 7, 2020	

**LINE ITEM NUMBER**

--

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
SHARI MILLER / AARON JONES	BECERRA	N/A

**SUMMARY**

The Authorized & Licensed Training Provider Agreement is administered by the American Red Cross to allow for someone within an organization, who is a qualified instructor, to provide First Aid & Adult CPR/AED training & certification for its employees.

The Transportation Department currently has a qualified instructor who will provide this training for certification for department employees, however this agreement can also include any qualified instructors within other Hays County departments to conduct training.



## **Authorized Provider License Agreement**

This **Authorized Provider License Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and **Hays County** (the "AP") (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 AP in order to permit individuals who are (i) either employees or volunteers of AP, and (ii) who are also Red Cross-certified instructors in good standing ("Instructors"), to deliver instruction in the Red Cross training courses specified in Appendix B ("Courses") within AP's organization (and to such other entities designated in Appendix C which are affiliates of AP) at the locations designated in Appendix C.

### **1. AP Responsibilities.** AP 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 authorized 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 AP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from AP's list of Instructors who will teach Courses on behalf of AP.
- 1.4. Ensure that each instructor whom AP permits to teach a Course is currently certified to teach that Course.
- 1.5. 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 solicit, deliver services and provide program support within the U.S.
- 1.6. Permit Red Cross to enter upon AP's premises and perform random observations of AP's Courses.
- 1.7. 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.
- 1.8. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.8).
- 1.9. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.10. Obtain and maintain adequate insurance to cover its performance, and the performance of its employees, volunteers, and contractors, under this Agreement, as Red Cross insurance does not extend to AP or its Instructors.

### **2. License to Course Materials; Access to Red Cross LMS.**

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited, non-exclusive, non-transferrable, and non-sublicensable license to reproduce, store, publicly display and perform, within AP's own organization, Course Materials solely



for the purpose of conducting Courses authorized under this Agreement. AP 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 AP by digital download or other means as determined by Red Cross. AP shall only obtain Course Materials for Courses that AP is authorized to provide, and only through distribution means either authorized or directed by Red Cross.
- 2.3. Red Cross will provide AP with access to the LMS and an authorized means of digitally downloading and printing Course completion certificates in a form determined by Red Cross. AP has no right or authorization to design or create its own Course completion certificates.
- 2.4. AP 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. AP shall not use facts and information from the Course Materials to create its own courses and course materials.

### **3. Use of Names and Marks.**

- 3.1. Red Cross grants AP 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 AP 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. AP shall not state or imply that Red Cross sponsors or endorses AP’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. AP 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. AP 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 AP breaches this Agreement.
- 4.3. AP may immediately terminate this Agreement if Red Cross breaches this Agreement.
- 4.4. Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days to the contact listed in Appendix A.
- 4.5. 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. AP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved.
- 5.2. AP will be charged a per person fee as indicated on [Appendix B](#) for each student attending each a particular Class.



- 5.3. Red Cross may approve or deny AP's request to be invoiced at Red Cross's sole discretion. APs who are approved for invoicing will receive an invoice following each Class. Invoices 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 the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Late payments may also result in the suspension or termination of AP'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 Red Cross's issuance of Course completion certificates from and after such suspension or termination.
- 5.4. 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 AP account name, customer number and invoice number, and send to:
- American Red Cross – Training Services  
25688 Network Place  
Chicago, IL 60673-1256
- 5.5. If approved for invoicing, AP may elect to have invoices delivered electronically. AP will provide Red Cross a single valid email address for electronic invoice delivery. AP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. AP understands that AP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.6. If AP desires that invoices issued by Red Cross reflect AP-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 a AP-issued purchase order on any invoice excuse AP's timely payment of that invoice.
- 5.7. If AP desires that Red Cross use AP's vendor payment portal, Red Cross will not be obligated to pay AP 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. AP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8. For questions or concerns about your invoice, immediately upon receipt please email [billing@redcross.org](mailto: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 AP of any such increase. Such notice (which Red Cross may send to AP's contact for notices or contact for billing in Appendix A) 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 AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP 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 AP or any Red Cross employee, volunteer, third-party licensed training provider or authorized provider.

**6. Notices.** Each Party's contacts for notices and billing under this Agreement are listed on Appendix A.

**7. Confidentiality.** Except as required by applicable law, including the Texas Public Information Act, or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.

**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. AP 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 AP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that AP’s use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3. AP 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 AP’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 AP immediately expire, and AP will immediately cease all use of the Red Cross IP.

**9. Miscellaneous.**

- 9.1. Severability. 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 AP will 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. Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party will be, or will be deemed to be, the employee, agent or servant of the other Party, and each Party will be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3. Assignment. Neither Party’s rights under this Agreement may be assigned, or its obligations delegated, in whole or in part, without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4. Governing Law and Venue. The Agreement is governed by the laws of the State of Texas, without giving effect to its choice or conflict of law rules. The venue for any complaint, suit, or other legal action shall lie in a court of competent jurisdiction in Hays County, Texas.

**10. Entire Agreement; Modifications and Waivers.** 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. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, in writing 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 will come into force as of the Effective Date. Execution of this Agreement confirms AP’s receipt of the Training Provider Resource Guide, which may be updated from time to time.

AP Name: <b>Hays County</b>	<b>The American National Red Cross</b>
AP Signature:	Red Cross Signature:
Name: <b>Aaron Jones</b>	Name: <b>Robin Aiken</b>
Title:	Title: <b>Strategic Account Executive</b>
Date:	Date:



**Authorized Provider Agreement  
Appendix A – Contact Information**

**Authorized Provider (AP) Information**

AP: **Hays County**

AP Address: **2171 Yarrington Road  
Kyle, TX 78640**

AP Fax: **(512) 393-7393**

Organization ID: **43129HAYSCOUNTY**

AP Contact: **Lori Wiggins**

AP Contact Email: **lori.wiggins@co.hays.tx.us**

AP Contact Phone: **(512) 393-2216**

Extension:

*(NOTE: Billing Contact information MUST be for a specific individual; not a system or generic email)*

AP Billing Contact Name: **Stephanie Hunt**

AP Billing Contact Phone: **512-393-2283**

Extension: \_\_\_\_\_

AP Billing Contact Email: **stephanie.hunt@co.hays.tx.us**

AP Billing Address: **712 S. Stagecoach Trail  
Suite #1063  
San Marcos TX 78666**

Email Address for Invoice Delivery (if electing eInvoicing):

Notices to be delivered to AP Contact, above.

**Red Cross Strategic Account Executive**

Name: **Robin Aiken**

Phone: **(512) 534-8910**

Ext.:

Email: **robin.aiken@redcross.org**

Notices 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 18<sup>TH</sup> Street NW, Washington, DC 20006.



### Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA107	Adult CPR/AED	80.00	\$22.00
AP-HSSSFA404	Adult First Aid/CPR/AED	80.00	\$30.00
AP-HSSSFA101	First Aid	50.00	\$22.00

\*Note: Quantities are estimates. Additional classes 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 Sales Representative or [www.RedCrossStore.org](http://www.RedCrossStore.org).

#### Method of Payment

Preferred Payment Type

Red Cross PO#

Invoice

HaysCounty1119



## Appendix C – Entities/Locations Covered by Agreement

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

All Domestic Locations (additional legal entity names must be listed)

Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org ID
<p><b>Example:</b>            Name: ABC Mid Atlantic            Address: 2025 E ST NW            Washington, DC 20006            Contact: Sally Safety            Email: <a href="mailto:sally.safety@abc.com">sally.safety@abc.com</a>            Phone: 800-555-1212</p>	<p>Regional Distribution Center</p>	<p>ABC1231542</p>
<p>Name:            Address:            Contact:            Email:            Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>
<p>Name:            Address:            Contact:            Email:            Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>
<p>Name:            Address:            Contact:            Email:            Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>
<p>Name:            Address:            Contact:            Email:            Phone:</p>	<p>Relationship:</p>	<p>Organization ID:</p>

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to authorize the execution of Amendment No. 1 of a contract with the Texas Department of State Health Services (DSHS) for the Tuberculosis State Grant Program in the amount of \$5,374 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 7, 2020	N/A

**LINE ITEM NUMBER**

120-675-99-022]

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	INGALSBE	N/A

**SUMMARY**

On February 5, 2019 the Commissioners' Court authorized the submission of a renewal application to the Department of State Health Services (DSHS) for the FY20-21 Tuberculosis Prevention & Control State funds. Amendment No. 1 reflects the addition of state funding to the in the amount of \$5,374 with Hays County providing \$5,175 in matching funds for a combined total of \$36,424.

Contract Number:  
HHS000486300001

Grant Period:  
9/1/2019 - 8/31/2020

Budget Amendment:  
Increase .4301 Intergovernmental Revenues (\$4,974)  
Increase .5201 General Supplies \$496  
Increase .5231 Medical and Safety Supplies \$1,000  
Increase .5429 Software Maintenance and Licensing \$163  
Increase .5448 Contract Services \$1,675  
Increase .5461 Printing Services \$400  
Increase .5712\_400 Computer Equipment Operating \$1,240

Attachment:  
DSHS TB/PC - State Program Amendment No. 1  
Dell Quote 3000050175575.1 for Approved Laptop Purchase

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000486300001  
AMENDMENT NO. 1**

**THE DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** (“Grantee”) who are collectively referred to herein as the "Parties," to that certain grant Contract effective September 1, 2019 and denominated DSHS Contract No. HHS000486300001, now want to amend the Contract.

WHEREAS, DSHS has chosen to exercise its option to renew the Contract term;

WHEREAS, the Parties want to add funds for the period beginning September 1, 2019 through August 31, 2020 (hereinafter referred to as “Fiscal Year 2020” or “FY2020”); As well as add funds for the period beginning September 1, 2020 through August 31, 2021 (hereinafter referred to as “Fiscal Year 2021” or “FY2021”).

WHEREAS, the Parties want to revise the signature document to change the DSHS Contract Representative’s name; and

WHEREAS, the Parties want to revise the Statement of Work for Fiscal Year 2021.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **ARTICLE IV** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2021.
2. **ARTICLE V OF THE SIGNATURE DOCUMENT, BUDGET** is hereby amended to add **\$5,374.00** in DSHS funding to the FY2020 Budget of \$25,875.00 with the Grantee providing **\$5,175.00** in matching funds for a combined total of **\$36,424.00**. The FY2021 Budget is amended by adding **\$29,499.00** in DSHS funding with the Grantee providing **\$5,175.00** in matching funds for a combined total of **\$34,674.00**. The total contract not to exceed amount is increased to **\$71,098.00**. All expenditures under the Contract will be in accordance with **Attachment B-1, FY2020 and FY2021 Budget**.
3. **ARTICLE VI** of the **Signature Document** is hereby amended to replace the DSHS Contract Representative’s name from Ebony White, CTCM to Samantha Lavoie, CTCM.
4. **ARTICLE IV OF ATTACHMENT A, PROGRAMMATIC REPORTING REQUIREMENTS** is hereby amended to include the following FY2021 table below the FY2020 table:

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
FY21 Narrative Report	Annually	Sept. 1, 2020	August 31, 2021	March 25, 2021
FSR & Match Reimbursement/Certification Form (“Form B-13A”)	Quarterly	Sept. 1, 2020	Nov. 30, 2020	Dec. 31, 2020
FSR & Form B-13A	Quarterly	Dec. 1, 2020	Feb. 28, 2021	March 31, 2021
FSR & Form B-13A	Quarterly	March 1, 2021	May 31, 2021	June 30, 2021
FSR & Form B-13A	Quarterly	June 1, 2021	August 31, 2021	October 17, 2021

5. **Attachment B, Payment for Services Provided**, is hereby supplemented with the addition of **Attachment B-1, FY2020 and FY2021 Budget**, which is attached and incorporated into the Contract.
6. This Amendment shall be effective on the last date of signature.
7. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

**Signature Page Follows.**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
SYSTEM AGENCY CONTRACT NO. HHS000486300001**

**DEPARTMENT OF STATE HEALTH SERVICES      HAYS COUNTY LOCAL HEALTH DEPARTMENT**

\_\_\_\_\_

By: \_\_\_\_\_

Name: Ruben Becerra

Title: Hays County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENT IS ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT B-1 FY2020 AND FY2021 BUDGET**

**ATTACHMENT B-1  
FY2020 and FY2021 BUDGET**

Organization Name: Hays County Local Health Department

Program ID: TB/State

Contract Number: HHS000486300001 - AMENDMENT 1

**FY2020 BUDGET  
(September 1, 2019 – August 31, 2020)**

<b>Budget Categories</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$16,521.00	\$0.00	\$16,521.00
Fringe Benefits	\$9,278.00	\$0.00	\$9,278.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$3,100.00	\$0.00	\$3,100.00
Contractual	\$1,500.00	\$5,175.00	\$6,675.00
Other	\$850.00	\$0.00	\$850.00
<b>Total Direct Costs</b>	<b>\$31,249.00</b>	<b>\$5,175.00</b>	<b>\$36,424.00</b>
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$31,249.00</b>	<b>\$5,175.00</b>	<b>\$36,424.00</b>

**FY2021 BUDGET**  
**(September 1, 2020 – August 31, 2021)**

<b>Budget Categories</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$16,521.00	\$0.00	\$16,521.00
Fringe Benefits	\$9,278.00	\$0.00	\$9,278.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$1,800.00	\$0.00	\$1,800.00
Contractual	\$1,500.00	\$5,175.00	\$6,675.00
Other	\$400.00	\$0.00	\$400.00
Total Direct Costs	\$29,499.00	\$5,175.00	\$34,674.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$29,499.00</b>	<b>\$5,175.00</b>	<b>\$34,674.00</b>

### Certificate Of Completion

Envelope Id: 1C077832114B43F1B4383AD16EF3D3C0	Status: Sent
Subject: Amending \$71,098; HHS000486300001; Hays County A-1; DSHS/TB/PC-STATE	
Source Envelope:	
Document Pages: 17	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.16

### Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
12/23/2019 11:03:53 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

### Signer Events

Signature	Timestamp
Ruben Becerra	Sent: 12/23/2019 11:09:44 AM
judge.becerra@co.hays.tx.us	Resent: 12/23/2019 11:57:26 AM
Hays County Judge	Viewed: 12/23/2019 2:04:39 PM
Hays County	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Imelda Garcia  
imeldam.garcia@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

Signature	Timestamp
-----------	-----------

### Editor Delivery Events

Status	Timestamp
--------	-----------

### Agent Delivery Events

Status	Timestamp
--------	-----------

### Intermediary Delivery Events

Status	Timestamp
--------	-----------

### Certified Delivery Events

Status	Timestamp
--------	-----------

### Carbon Copy Events

Status	Timestamp
--------	-----------

CMS Mailbox  
cmucontracts@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

<b>COPIED</b>	Sent: 12/23/2019 11:09:43 AM
---------------	------------------------------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jason Adams jason.adams@dshs.state.tx.us Contract Manager Texas Department of State Health Services Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 12/23/2019 11:09:43 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/23/2019 11:57:27 AM
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Payment Events	Status	Timestamps
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## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000050175575.1</b>
<b>Total</b>	<b>\$1,239.03</b>
Customer #	9657350
Quoted On	Nov. 13, 2019
Expires by	Dec. 13, 2019
Deal ID	17318888

<b>Sales Rep</b>	Chris Minchew
Phone	(800) 456-3355, 5138843
Email	Chris_Minchew@Dell.com
<b>Billing To</b>	ACCOUNTS PAYABLE
	HAYS COUNTY - AUDITORS
	712 S STAGECOACH TRL STE
	1071
	SAN MARCOS, TX 78666-6247

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Chris Minchew

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5500	\$959.85	1	\$959.85
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$34.39	1	\$34.39
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	1	\$48.00

Dell Dock- WD19 130w Power Delivery - 180w AC	\$157.08	1	\$157.08
Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit	\$39.71	1	\$39.71

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<b>Subtotal:</b>	<b>\$1,239.03</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,239.03</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,239.03</b>

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

MARVA PEARCE  
 HAYS COUNTY - AUDITORS  
 712 S STAGECOACH TRL STE  
 1206  
 INFORMATIONTECH  
 SAN MARCOS, TX 78666-6250  
 (512) 393-2273

### Shipping Method

Standard Delivery

		\$959.85	Qty 1	Subtotal \$959.85
<b>Dell Latitude 5500</b>				
Estimated delivery if purchased today: Nov. 20, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Latitude 5500 BTX Base	210-ARXH	-	1	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W, vPro-Capable)	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRKT	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEJJ	-	1	-
US English Keyboard Backlit with 10 Key Numeric Keypad Dual Pointing	583-BFBO	-	1	-
No Mouse	570-AADK	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-
Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
Dual Pointing, Touch Fingerprint Reader, Displayport over USB Type-C	346-BFLJ	-	1	-
Fixed Hardware Configuration	998-DLRI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-

Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5500 SRV	658-BEGF	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
Direct ship Info Mod	340-AAAPP	-	1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMEP	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No Option Included	340-ACQQ	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Latitude 5500 bottom door	321-BELH	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
US Power Cord	450-AAEJ	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
US Order	332-1286	-	1	-
Smart Selection Shipment (S)	800-BBQI	-	1	-
EAN label	389-BKKL	-	1	-
Setup and Features Guide	340-CMFK	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
			<b>Qty</b>	<b>Subtotal</b>
			<b>1</b>	<b>\$34.39</b>

**Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black**

Estimated delivery if purchased today:  
Nov. 22, 2019  
Contract # 75AHH  
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-

**Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0**

Estimated delivery if purchased today:  
Nov. 20, 2019  
Contract # 75AHH  
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-

**Dell Dock- WD19 130w Power Delivery - 180w AC**

Estimated delivery if purchased today:

		<b>\$157.08</b>	<b>1</b>	<b>\$157.08</b>
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Nov. 20, 2019  
Contract # 75AHH  
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 130 PD	210-ARIQ	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			<b>Qty</b>	<b>Subtotal</b>
		<b>\$39.71</b>	<b>1</b>	<b>\$39.71</b>

**Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit**

Estimated delivery if purchased today:

Nov. 20, 2019  
Contract # 75AHH  
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit	492-BCBI	-	1	-

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<b>Subtotal:</b>	<b>\$1,239.03</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$1,239.03</b>
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## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or [www.dell.com/oemterms](http://www.dell.com/oemterms)); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms).

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to establish one new full-time Mobile Crisis Outreach Liaison position effective January 7, 2020 for the Sheriff's Office; funded through the Office of the Governor, Mental Health Crisis Intervention grant and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 7, 2020	N/A

**LINE ITEM NUMBER**

001-618-99-127]

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	SHELL	N/A

**SUMMARY**

Commissioners Court accepted the grant award from the Office of the Governor on October 15th, 2019 for the County Mental Health Crisis Intervention project in the amount of \$62,304. Funding was initially approved for a contract consultant; however, it was determined that the contract services should be converted to a certified mental health professional position for the Sheriff's Office in order to effectively assess and treat those who are in immediate crisis. The funding agency has authorized the budget category adjustment.

Funding for this position will be 100% covered by the granting agency, no county funds are required.

Grant Number: 38250-01

Grant Period: 10/1/2019 - 9/30/2020

Attachment: Hays County Job Description - Mobile Crisis Outreach Liaison

**Budget Amendment:**

- (\$53,875) Decrease .5448 Contract Services
- \$34,773 - Increase .5021 Staff Salaries
- \$ 2,156 - Increase .5101\_100 FICA
- \$ 505 - Increase .5101\_200 Medicare
- \$ 4,639 - Increase .5101\_300 Retirement
- \$11,333 - Increase .5160\_400 Medical
- \$ 405 - Increase .5160\_500 Dental
- \$ 64 - Increase .5160\_600 Life



HAYS COUNTY JOB DESCRIPTION

Mobile Crisis Outreach Liaison

Job Code	Grade	FLSA Exempt Status	Safety Sensitive
	110	<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Non-Exempt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Reports to			Current Version Date:
Mental Health Sergeant			12/2019

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Summary**

Under limited supervision and with extensive independent judgment, the Mobile Crisis Outreach Liaison provides and ensures that 24-hour on call crisis services are readily available, in coordination with Hill Country Care. The delivery of services will be based on the needs of the community and individuals experiencing a psychiatric or mental health crisis related incident or emergency. The crisis assessments may be conducted in the individual’s home, medical clinic, hospital, jail, school settings, or place of incident. The Mobile Crisis Outreach Liaison position is responsible for assessing individuals in crisis situations, developing individualized crisis treatment plans, and providing crisis follow up contacts. This position must have a strong work ethic. The Mobile Crisis Outreach Liaison must follow directions, meet deadlines, have good attendance, be punctual, have honesty, integrity, be free from moral turpitude, be reliable, and have a proper attitude.

**Responsibilities**

- Assesses specific needs in order to develop and implement Person Centered Recovery plans that support individuals with mental illness in learning skills to reach their specified service outcomes and to attain/maintain individual recovery
- Schedules and implements individual rehabilitative services including daily living skills, symptom management, supported employment and supported housing
- Prepares and provides timely and accurate documentation that supports diagnosis and outcome based services and meets Texas Health and Human Services Commission standards
- Maintains incident and service data, which will be used to plan and make projections for current and future services to meet outcomes, set by the state contract
- Collaborates with intra- and inter-agency staff to improve services for the individuals being served and the community
- Complies with HIPPA and PHI to ensure confidentiality of all client information
- Performs other duties as assigned

**Knowledge Required**

- Exceptional knowledge of HIPPA and PHI guidelines
- Exceptional knowledge of mental health and crisis support techniques and resources
- Exceptional knowledge of Code of Criminal Procedures as it relates to mental health and crisis support
- Exceptional knowledge of customer/public relations
- Exceptional knowledge of procedures and techniques for gathering and researching information
- Exceptional knowledge of modern business office practices and procedures
- Exceptional knowledge of court documents including law enforcement legal terminology
- Exceptional knowledge of grammar, punctuation, and spelling

- Exceptional knowledge of Microsoft Office programs and operating systems
- General knowledge of Sheriff's Module and TCIC/NCIC
- General knowledge of department forms, rules, procedures and guidelines
- General knowledge of Sheriff's Office codes
- General knowledge of basic record retention and filing procedures
- General knowledge of Texas Health and Human Services Commission standards
- General knowledge of Hays County regulations, policies, and procedures
- General knowledge of basic hardware and software and uses of a variety of different computer
- Knowledge of Sheriff's Office regulations, policies and procedures

### **Skills Required**

- Proficient administrative skills
- Exceptional skill in assisting and counseling mental health and crisis individuals
- Exceptional skill in telephone etiquette, customer/public relations, and public speaking
- Exceptional skill in effectively dealing with confidential and sensitive information
- Exceptional skill in problem-solving and decision-making techniques
- Exceptional skill in operating standard office equipment, such as personal computers, calculators, photocopiers, fax machines, multi-line telephones
- Exceptional skill in providing information and assistance to office staff, visitors and callers
- Exceptional skill in gathering, compiling, analyzing data and maintaining complex records
- General skill in interviewing techniques
- General skill in performing basic mathematical calculations
- General skill in designing and implementing new forms and office procedures
- General skill in interpreting and understanding legal terminology
- General skill in establishing and maintaining effective working relationships with County staff and the general public
- General skill in documenting, reading, understanding and maintaining records
- General skill in report and grant preparation
- General organizational skills
- General skill in expressing oneself clearly and concisely, both orally and in writing
- General typing skills of 30 wpm or greater
- 

### **Education and/or Experience**

- Any equivalent combination of experience or training may be substituted on a year for year basis
- Preferred Bachelor's degree from an accredited college or university in social, behavioral or human services.
- Credentialed as Qualified Mental Health Professional-Community Services (QMHP-CS)
- Previous work experience in a team setting
- Three years experience working in social services
- Experience with crisis assessments and intervention as well as treatment planning and clinical documentation

### **Other Qualifications, Certificates, Licenses, Registrations**

- Valid Class C Texas driver's license
- Adheres to regulatory requirements of DSHS, HHSC, State and Federal laws pertaining to provision of counseling services, professional licensure standards and ethical requirementsMaintans CANS/ANSA certification

### **Supervision**

- The Mobile Crisis Outreach Liaison is required to satisfactorily perform the above duties and will be evaluated for technical soundness, accuracy, completeness and organization
- This position supervises no personnel

### **Emotional Demands**

This position will require the individual to effectively deal with sensitive topics and issues, and exhibit compassion and sympathy while maintaining a professional demeanor. This position must obtain, clarify or give facts to the public, government officials, and other law enforcement agencies. The contacts may not be cooperative. Employee must be available to communicate with others at all times.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job as defined by the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Walk, talk, hear, use hands to handle, feel, or operate objects, tools, or controls, and reach with hands and arms. Ability to safely and successfully perform the essential job functions consistent with the ADA, FMLA and other federal, state and local standards, including meeting qualitative and/or quantitative productivity standards. Ability to maintain regular, punctual attendance consistent with the ADA, FMLA and other federal, state and local standards.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Talk
- Hear– Demonstrate the ability to clearly understand one-on-one conversations, communicate on the telephone, and to be aware of any situations or conversations going on in your peripheral space for public safety issues
- Frequently stand, walk, kneel, stoop, sit, crawl, crouch, climb, and balance
- Occasionally lift and/or move up to 50 pounds
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Vision acuity must be correctable to 20/20 in both eyes

### **Work Environment**

While performing the duties of this job, the employee may be exposed to variable and/or extreme weather conditions, crime or emergency mental health scenes, and hazardous chemicals/materials. The work involves everyday risks or discomforts requiring safety precautions typical of offices, vehicles, and crime or mental health scenes. The work will involve having contact with the public, government officials, medical and mental health providers, and law enforcement agencies at a variety of locations. The employee may frequently deal with emergency and physical abuse situations, perform multiple tasks simultaneously, and work an irregular schedule with possible overtime if necessary. The noise level in this work environment is usually moderate.

### **Acknowledgement**

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Hays County is an EEO employer. In compliance with the Americans with Disabilities Act, Hays County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. List any and all accommodations that are needed to satisfactorily perform the essential functions of the position:

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<b>Prepared by:</b>	<b>Created and Updated:</b>	<b>Reviewed – no changes</b>
Sheriff's Office	11/2019	xxxx

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to adopt a Resolution related to a \$100,000 contribution for capital improvements to create a "Rainbow Room" for use by the Hays County Child Protective Board, to be located on County-owned property in Precinct 1; and to amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 7, 2020	N/A

**LINE ITEM NUMBER**

001-695-98-354.5741

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

**SUMMARY**

In June 2019 the Court approved a license agreement authorizing the HCCPB to relocate to the Hays County Building located on Broadway in San Marcos. County funds (\$100k) that were allocated to the agency in Fiscal Year 2019 to build the Rainbow Room will be returned to the County in order to complete renovations to the building to allow maximum functionality.

The Rainbow Room specifically addresses the special emergency needs of Hays County CPS children and families. Supplies available at the facility will assist foster, relative, fictive, and adoptive families in providing a safe home for children in CPS substitute care. The resolution outlines the commitment to create and maintain the Rainbow Room Facility.

Attachment: HCCPB Resolution

Budget Amendment:  
Increase .4614 Capital Contributions  
Increase .5741 Capital Improvements



**RESOLUTION REGARDING THE ESTABLISHMENT OF A RAINBOW ROOM FOR USE BY THE  
HAYS COUNTY CHILD PROTECTIVE BOARD**

**WHEREAS**, the Hays County Child Protective Board (“HCCPB”) was created in 1978 to serve the needs of children within Hays County; and,

**WHEREAS**, HCCPB has, over the last 41 years, become part of a county-wide system for family intervention; and,

**WHEREAS**, HCCPB maintains that it will better serve children in Hays County if it is able to establish a temporary safe place (a “Rainbow Room”) for children after their home lives have been disrupted; and,

**WHEREAS**, Hays County took steps to establish a Rainbow Room for use by HCCPB, by granting one hundred thousand dollars (\$100,000 USD) toward that end in October of 2018 and executing a License Agreement for use of County-owned property by HCCPB in June of 2019; and

**WHEREAS**, the County and HCCPB now believe that the monies granted in October 2018 would be better utilized by the Department of Countywide Operations to improve the County-owned property being utilized by HCCPB under the License Agreement;

**NOW THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court that the County will receive and earmark one hundred thousand dollars (\$100,000 USD) from HCCPB, which represents the return of monies budgeted and paid to HCCPB by Hays County in Fiscal Year 2019.

**AND BE IT FURTHER RESOLVED** that the earmarked monies shall be spent firstly on design/improvements to the Broadway Street location of the proposed Rainbow Room and secondly on equipment and supplies for the Rainbow Room.

This Resolution shall take effect immediately without reconsideration.

**ADOPTED** by the Hays County Commissioners on this 7<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Judge Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Debbie Gonzales Ingalsbe  
Hays County Commissioner, Pct. 1

\_\_\_\_\_  
Mark Jones  
Hays County Commissioner, Pct. 3

\_\_\_\_\_  
Lon A. Shell  
Hays County Commissioner, Pct. 2

\_\_\_\_\_  
Walt Smith  
Hays County Commissioner, Pct. 4

**ATTEST:**

\_\_\_\_\_  
Dr, Elaine Cardenas, MBA, PhD  
Hays County Clerk

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to establish a temporary part-time (20 hrs per wk) Census Program Coordinator effective January 16th through September 30th utilizing FY20 budgeted funds for the 2020 Census and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 7, 2020	\$19,245

**LINE ITEM NUMBER**

001-899-16]

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Becerra	BECERRA	INGALSBE

**SUMMARY**

The Hays County Complete Count Committee has been formed and trainings sessions have been held by representatives of the U.S. Census Bureau. Most of the work thus far has been done by the Executive Assistant to the Hays County Judge. The U.S. Census Bureau recommends that, at this time in the Census Effort, we bring on an individual whose sole purpose is to coordinate, schedule and attend the meetings and events; planning strategies for outreach, advertising and grants; developing community relations with municipal CCCs, civic organizations, neighborhood organizations, clubs, schools, individuals and the county.

The position will be hired at an hourly rate of \$20.23 (grade 112) for 20 hours per week effective January 16th through September 30, 2020. Funds were budgeted during the FY20 budget process for expenses associated with the census and will be transferred out of the Tobacco Settlement Fund into a Census Division budget in the General Fund in order to track all associated costs.

Attachment: Job Description

Budget Amendment:  
(\$19,245) - Permanent Transfer from Tobacco Settlement Fund

- \$14,904 - Increase Salaries
- \$ 924 - Increase FICA
- \$ 217 - Increase Medicare
- \$ 2,000 - Increase Computer Equipment\_Ops for Laptop
- \$ 400 - Data Supplies for Laptop Accessories and Monitor
- \$ 800 - Increase Telephone Expense for Land Line

## HAYS COUNTY JOB DESCRIPTION

Job Code: TBD  
Grade: 112  
FLSA: Non-Exempt

Prepared by: Human Resources  
Date Prepared: January 2020

### CENSUS PROGRAM COORDINATOR

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Summary

Under the general supervision of the Co-Chairs of the Hays County Complete Count Committee, acts as the primary contact with the community to ensure maximum participation in the US Census. Develops strong community relationships. Interfaces directly with local and regional Census partners throughout Hays County. Coordinates the activities of the Hays County Complete Count Committee (CCC). Serves as a liaison between the CCC and the larger community as appropriate. Assists in planning community outreach and education projects and events. Coordinates and represents the Census 2020 effort (the "Effort") with municipal CCCs, civic organizations, neighborhood associations, clubs, schools and other community organizations, as well as individuals, in the County.

#### Responsibilities

- Develops strong community relationships. Serves as a liaison between the municipal CCC's, community and local agencies as appropriate. Coordinates and represents the Effort to neighborhood associations, groups, community members, clubs, schools and other community organizations. Coordinates and attends planning meetings, community meetings, groups and forums, and interacts with policy makers.
- Coordinates Census 2020 public information plans and strategies. Participates in developing materials used in publications and promotional projects. Creates, designs and maintains all marketing communications. Coordinates with local print and electronic media for distribution of announcements. Assists in strategic planning, facilitating program development, project fundraising and grant proposals.
- Maintains close coordination with the community. Meets individually and works closely with participating groups, community members and organization representatives about the Effort. Represents the public and media relations within the community. Serves on local boards and/or councils. Interacts with city, County and state government representatives. Oversees collaboration with various institutions and officials.
- Provides information about the Effort to community members, parents, departmental clientele, outside agencies, other County staff and officials, and the general public. Provides technical assistance and community advocacy for various issues. Promotes community-wide and public/private partnerships and collaborations. Receives and processes incoming correspondence, telephone and email messages as appropriate.
- Assists the Hays County CCC Co-Chairs in preparing and conducting presentations to the Commissioners Court, City Councils, other policy makers and community groups and organizations. Attends staff meetings and special events, as required. Assists with community presentations and public educational events.
- The Census 2020 Project Coordinator ("Project Coordinator") will develop iterative drafts of a Census 2020 Plan, with fundraising, community outreach and media elements, for review, approval and action by the Hays County Complete Count Committee ("HCCC"). They will also work with the county grant-writing department to develop philanthropic support of community-wide Census 2020 efforts. The Project Coordinator will work with the HCCC to recruit community governmental, private and non-profit institutions to the Census 2020 effort and will help develop a Speakers Bureau component to promote Census awareness. Following the completion of the 2020 Census, the Project Coordinator will write an after action report, to include a program evaluation of its effort and recommendations for future (Census 2030) improvements.
- Performs other duties as assigned.

### **Knowledge Required**

- Exceptional knowledge of community organizations and agencies.
- Exceptional knowledge of public relations principles, practices and techniques.
- Exceptional knowledge of organizing events or workshops.
- Exceptional knowledge of county public relations strategies and practices.
- Exceptional knowledge of promotional methods.

### Required Skills and Abilities

- Exceptional skill in public speaking.
- Exception problem solving skills
- Exceptional skill in developing community relations,
- Exceptional skill in operating standard office equipment, such as personal computers, calculators, and telephones and copier.
- Exceptional skill in conducting research and report preparation.
- Exceptional skill in communicating clearly and concisely, in writing and verbally.
- Ability to work in a highly visible position.
- Ability to manage highly sensitive issues while possibly subject to public scrutiny.
- Ability to maintain cooperative relationships with those contacted.
- Ability to make effective presentations before various audiences.
- Ability to use proper English and Spanish, including grammar, vocabulary, spelling, punctuation and organization.
- Ability to communicate and interact effectively with a wide variety of people, elected officials, other County departments, local agencies, state agencies, news media organizations, private organizations, special interest groups and the general public.
- Ability to establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other county employees and officials, and the general public.
- Ability to read and assess GIS maps.

### Education and/or Experience

Bachelor's degree in Government, Public Policy, Communications, Public Relations or a directly related field AND three (3) years progressively responsible relevant work experience in community organization, marketing, public relations, public affairs/community relations/outreach or similar program experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

### Other Qualifications, Certificates, Licenses, Registration

- Valid Texas driver's license
- Fluent Spanish reader, speaker, and writer

### **Supervisory Responsibilities**

Generally, none.

### **Supervision**

- The 2020 Census Program Coordinator is required to satisfactorily perform the above duties and will be evaluated for technical accuracy along with adherence to instructions.
- The 2020 Census Program Coordinator should use initiative in carrying out recurring assignments independently without specific instruction, but refers deviations, problems, and unfamiliar situations not covered by instructions to the supervisor for a decision or help.

### **Guidelines**

The 2020 Census Program Coordinator uses judgment in interpreting and adapting guidelines such as policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems, and must analyze the results and recommend changes. This position must have a strong work ethic and a positive image to the public and Hays County officials. The 2020 Census Program Coordinator must follow directions, meet deadlines, have

good attendance, be punctual, keep promises, and be reliable. Additionally, the 2020 Census Program Coordinator's attitude and appearance must remain professional at all times.

### **Emotional Demands**

The 2020 Census Program Coordinator uses judgment in interpreting and adapting guidelines. This employee uses these guidelines for application to specific cases and problems. The 2020 Census Program Coordinator meets with contacts in a variety of locations. The contacts are generally cooperative but may scrutinize the work performed.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Sit for long periods of time.
- Occasionally stand, walk, kneel or stoop.
- Occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. The work is typically sedentary but involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated and ventilated. Crowded conditions may exist. The work includes travelling throughout the county to a variety of locations. The work also involves working outdoors and subject to contact with dust and exposure to extreme temperature and weather conditions including wet and humid weather. The employee is occasionally exposed to health or physical hazards, such as agitated, violent, or contagious individuals.

### **Acknowledgement**

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

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Employee Signature

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Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 7, 2020	

**LINE ITEM NUMBER**

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AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	N/A

**SUMMARY**

Litigation update to be provided in Executive Session.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 7, 2020	

**LINE ITEM NUMBER**

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

**SUMMARY**

Summary to be provided in Executive Session.