

Commissioners Court -- JULY 25, 2023  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on JULY 25, 2023, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**

D. **ROLL CALL**

E. 

<b>PUBLIC COMMENTS</b>
At this time 3-MINUTE comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety. NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS .

F. 

<b>PRESENTATIONS &amp; PROCLAMATIONS</b>
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1. Presentation of Hays County Employee Service Awards. **BECERRA/MILLER**
2. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #6. **SMITH**
3. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Forever 15 Project. **COHEN**
4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Mental Health Court Incentives. **COHEN**
5. Presentation by the City of San Marcos on the status of Animal Services. **BECERRA**

G. 

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of July 11, 2023. **BECERRA/CARDENAS**

5. Approve the payment of the July 31, 2023 payroll disbursements in an amount not to exceed \$4,400,000 effective July 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems. **SHELL/T.CRUMLEY**
7. Approve the reappointment of Scott Roberts to the board of the Driftwood Economic Development Municipal Management District, four year term ending June 30, 2027. **SMITH**
8. Authorize Building Maintenance to use existing funds to purchase a mobile trailer pressure washer and amend the budget accordingly. **SHELL/T.CRUMLEY**
9. Accept donations totaling \$76,950.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
10. Authorize the execution of a Rental Agreement with Industrial Communications for the Hays County Juvenile Detention Center effective March 20, 2023, pursuant to DIR contract DIR-TSO-4115. **INGALSBE/LITTLEJOHN**
11. Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2023 quarterly financial reporting. **BECERRA/DORSETT**
12. Authorize the Justice of the Peace, Pct. 5 Office to purchase a building security camera system from Security One, Inc. utilizing the Justice Court Building Security Fund, authorize a waiver to the Purchasing Policy, and amend the budget accordingly. **COHEN/SMITH/BRYANT**
13. Authorize the execution of Amendment one to the Courthouse Grounds Renovation Contract (IFB 2023-B14) in relation to additional work to remove, and haul off the posts surrounding the courthouse grounds, in the amount of \$6,396.00. **INGALSBE/T.CRUMLEY**
14. Amend the Local Health Department Hazards grant budget for additional travel funds needed related to the 2023 PHEP training that was held in Temple, Texas. **INGALSBE/T.CRUMLEY**
15. Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING**
16. Accept delivery of the Fiscal Year 2022 Commissary Internal Examination report for the Hays County Sheriff's Office, and the Internal Examination and Exit Internal Examination Report for the Justice of the Peace Precinct 5 Office. **VILLARREAL-ALONZO**
17. Ratify the acceptance of a 2009 Chevy Ambulance from Hays County Emergency Services District #3 valued at \$3,500.00 to the Sheriff's Office and amend the budget accordingly. **SHELL/CUTLER**
18. Accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the second quarter of Fiscal Yr 2023. **VILLARREAL-ALONZO**
19. Authorize the Juvenile Detention Center to accept a proposal from JM Engineering, LLC for replacement of five HVAC smoke evacuation dampers and amend the budget accordingly. **INGALSBE/LITTLEJOHN**
20. Authorize the County Judge to approve the renewal of a Remote Birth Access contract between Hays County and Department of State Health Services (DSHS) Vitals Statistics Unity related to State Wide Birth Certificates. **BECERRA/CARDENAS**
21. Authorize a grant award extension from the Department of Justice, Office of Justice FY20 Coronavirus Supplemental Funding Program and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
22. Authorize the Veteran's Services Office to transfer two vehicles to Capital Area Rural Transportation (CARTS) and transfer insurance proceeds received on one vehicle for needed repairs. **SHELL/PRATHER**
23. Approve an amended list of positions authorized to receive overtime payments as outlined in the Hays County Personnel Policy, Section 2A112. **INGALSBE/SHELL/MILLER**

- H. 

<b>ACTION ITEMS</b>
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- I. 

<b>ROADS</b>
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1. Discussion and possible action to authorize the execution of Changer Order No. 3 in the amount of \$350,487.89 reduction to the Construction Contract with Aaron Concrete Contractors, LP for the Winters Mill Parkway at RM 3237 (IFB2022-B10) project as part of the Hays County Road Bond Program in Precinct 3. **SHELL/BORCHERDING**
  2. Hold a public hearing with possible action to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive. **INGALSBE/BORCHERDING**
  3. Hold a public hearing with possible action to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace. **INGALSBE/BORCHERDING**
  4. Hold a public hearing with possible action to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road. **INGALSBE/BORCHERDING**
  5. Hold a public hearing and possible action to establish a 3-way stop at the intersection of Miller Lane and Country Lane. **INGALSBE/BORCHERDING**
  6. Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**
  7. Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 4-way stop at the intersection of Hillside Terrace, Green Meadows Lane, and Heron Drive. **COHEN/BORCHERDING**
  8. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements of the 3-year maintenance bond #800155699 in the amount of \$121,454.95 for Anthem subd., Phase 4A. **COHEN/BORCHERDING**
- J. 

<b>SUBDIVISIONS</b>
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1. PLN-2248-PC; Call for a Public Hearing on August 1st, 2023 followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat. **SHELL/PACHECO**
- K. 

<b>MISCELLANEOUS</b>
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1. Discussion and possible action to authorize the County Judge to execute a new Participating Addendum and Statement of Work between Hays County and Securus Technologies, LLC pursuant to the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #99SWC-NV22-13387 related to Inmate Kiosks and Communications at the Hays County Jail. **INGALSBE/CUTLER**
  2. Discussion and possible action authorizing the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office. **INGALSBE/CUTLER**
  3. Discussion and possible action to establish a Board consisting of three District Court Judges and two Commissioners Court members for the purposes of appointing a Purchasing Agent pursuant to Texas Local Government Code Ch. 262.011. **COHEN**
  4. Discussion and possible action to authorize the County Judge to execute a contract amendment with Deblin Health Concepts & Associates, LLC related to mental health services for the County Court at Law Mental Health Specialty Court. **COHEN/BROWN**
  5. Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for pest control services for the Therman Building in the amount of \$90.00 quarterly and authorize a Purchasing Policy waiver. **SHELL/T.CRUMLEY**

6. Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for one-time pest control services at the Jacob's Well Natural Area in the amount of \$990.00 and authorize a waiver to the Purchasing Policy. **SHELL/T.CRUMLEY**
7. Discussion and possible action to establish one new Financial Specialist III position within the District Clerk's Office effective August 1, 2023 and amend the budget accordingly. **BECERRA/ANDERSON**
8. Discussion and possible action to award RFP 2023-P08 Pre-Trial Services Case Management Software to Corrections Software Solutions and authorize staff and Civil Division to negotiate a contract. **SHELL/FOCKEN**
9. Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the City of San Marcos regarding the administration of immunizations at the annual back-to-school vaccine fair on August 5, 2023 and August 7 -11, 2023. **COHEN/T.CRUMLEY**

L.

#### EXECUTIVE SESSIONS

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

M.

#### STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
4. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director Pre-Trial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**



**Posted by 5:00 o'clock P.M. on the 21st day of July, 2023  
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: **F. 1.**

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Miller

Sponsor:

Judge Becerra

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### Agenda Item

Presentation of Hays County Employee Service Awards. **BECERRA/MILLER**

### Summary

Presentation of employee service awards for employees reaching milestone years.

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### Attachments

July 2023 Service Awards

# HAYS COUNTY EMPLOYEE SERVICE AWARDS

## JULY 2023

Name	Department	Years of Service
POMPA, LUIS	Auditor's Office	1
SPARKS, KARI	Auditor's Office	1
ANDERSON, PAMELA KAY	County Clerk's Office	1
MATTILA, KAIMI	County Court at Law 2	1
PECINA, ASHTON	County Wide Operations	1
GALVAN, JOHN	District Attorney's Office	1
SANCHEZ, ALEJANDRA	District Attorney's Office	1
KLEIBER, BENJAMIN	Elections	1
TRINIDAD, REBECCA	Justice of the Peace Pct 5 Ofc	1
BRIDGES, ALEC	Sheriff's Office	1
DURAN, JOHNPAUL	Sheriff's Office	1
FUENTES, PHILLIP	Sheriff's Office	1
TIPP, DAKOTA	Sheriff's Office	1
WOJTANOWICZ, ROBERT	Sheriff's Office	1
WHITE, TYLER	Transportation	1
KOTZUR, JILL	County Clerk's Office	5
LEE, ERICA	Information Technology	5
GARZA, CINDY	Juvenile Probation	5
AGUILAR-GARCIA, TANIA	Sheriff's Office	5
CHAGOLLA, ANGELA	Sheriff's Office	5
KOPEC, KEITH	Sheriff's Office	5
MARLEY, ALYSSA	Sheriff's Office	5
CORNIC, JEAN-CLAUDE G	Sheriff's Office	10
DAVIDSON, MICHAEL	Transportation	10
BOASI, SYLVIA	Commissioner Pct 1 Office	20
HERNANDEZ, JESSE RAYMOND	Sheriff's Office	25
ORTIZ, SAMUEL J.	Sheriff's Office	25
WOODARD, KELLY RAY	Sheriff's Office	25
GARCIA, MARIO	Transportation	25



AGENDA ITEM REQUEST FORM: F. 2.

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor:

Commissioner Smith

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### Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #6. **SMITH**

### Summary

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### Attachments

Draft ARPA Agreement - ESD 6

Draft - PW - ESD 6

# HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

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

This Agreement is entered into by and between Hays County (“Hays County”) and Scott Collard, Fire Chief, of Hays County Emergency Services District #6 (“Beneficiary”), located at 400 Sportsplex Dr, Dripping Springs, TX 78620 on the date below written.

## **SECTION 1 – FUNDING**

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed **\$169,399.76** in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

## **SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT**

Grant funds may be used to mitigate Beneficiary’s financial hardship from the increased costs and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover decreased revenue and increased costs.

## **SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS**

Funds are provided to Beneficiary to support continued operations of Beneficiary’s current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of May 9, 2023 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
  - A special-purpose unit of local government
  - A 501(c)(3); or
  - A 501(c)(19); or
  - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
  - A small business that has no more than 500 payroll employees as of June 6, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university
  - Library

- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 29 employees were employed by the business/special-purpose unit of local government/non-profit as of June 6, 2023.

#### **SECTION 4 - NONDISCRIMINATION CLAUSE**

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

#### **SECTION 5 – MISCELLANEOUS**

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.



G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created June 6, 2023. through December 31, 2026.

## **SECTION 6 – PAYMENT**

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

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

BENEFICIARY: Hays County Emergency Services District #6

Owner Name: Scott Collard

Owner Title: Fire Chief

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

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

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

DATE: \_\_\_\_\_



# HCTX107\_Emergency Services District #6

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX107\_Emergency Services District #6

1	Emergency Services District #6 Overview .....	2
1.1	Designating a Public Health Impact .....	2
1.2	Designing a response to a pandemic harm.....	3
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2.1	Reasonableness & Proportionality.....	4
3	Eligibility.....	5
3.1	Final Rule.....	5
3.2	Capital Expenditure .....	5

# 1 EMERGENCY SERVICES DISTRICT #6 OVERVIEW

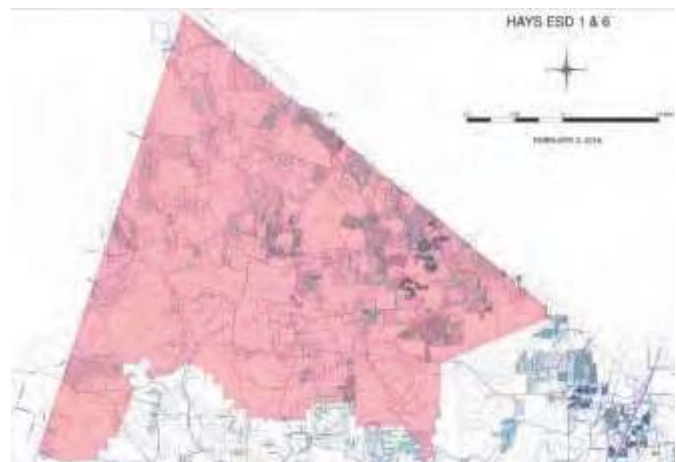
## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Emergency Services District #6 (ESD 6) is the political subdivision established by local voters for the purpose of providing fire and emergency services in its territory. Like other local governments, ESD 6 is funded through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. Hays County Emergency Services District #6 was originally created in 1985 by a vote of the electorate within the designated north Hays County area and validated by the Hays County Commissioner's Court.

ESD 6 is a fire department and a licensed First Responder Organization with the Texas Department of State Health Services that operates 31 fire apparatuses to support ESD #1 with providing emergency services within their shared 245 square mile service area (Figure 1).<sup>1</sup> Eight of the fire apparatuses are used for responding to medical emergencies. Six of the eight fire apparatuses are staffed 24/7 with full-time personnel, two are on-demand staffed with volunteer personnel, and three (of the total 31 apparatuses) serve as primary reserves for use when others are being repaired.

Each medical emergency apparatus is equipped with an Automated External Defibrillator (AED) and related tubing, a Lucas Chest Compression Device, and a battery-operated vacuum Suction Device (S-SCORT III).

Figure 1: ESD 6 Service Area



The majority of ESD 6's calls are transported to St. David's South Austin Medical Center; 21 miles away from the center of the service area, i.e., at RR 12 and Hwy 290. The turnaround time from receipt of a call to back in service within the designated area is an average of two hours. Required replacement of equipment sooner than its designed service life is a major capital expense for EMS agencies. Many manufacturers base equipment service life on the duration and/or frequency of use, e.g., Stryker's information on its Lifepak 1000 AED indicates the battery can provide 220 shocks escalating up to 360 joules or 17 hours of monitoring time.<sup>2</sup> Factors such as temperature, where the device is stored and deployed can also impact the longevity of the batteries and other components such as tubing or foam.

If another surge in COVID-19 infections or an outbreak of another infectious disease were to take place the existing equipment available to ESD 6 will not be adequate to respond and prevent further community spread.

<sup>1</sup> Hays County ESD Map showing ESD 1 and ESD 6 service area

<sup>2</sup> Stryker.com Lifepak 1000 Powerful and easy to use

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the Public Health Emergency eligible use category COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment and ambulances. Hays County will mitigate against future pandemics by bolstering ESD 6's ability to respond through the purchase of new medical equipment, which includes eight Life Pak AED units, eight Lucas Chest Compression devices, and associated equipment such as battery chargers, batteries, power supply cords, straps, and suction cups (\$162,003), as well as suction units and associated canister(s), tubing, and suction tip with control vents (\$7,397) (see costs below in Table 1). This will be achieved through a grant of \$169,400 to ESD 6.

Table 1: Total Cost of Equipment Purchased by ESD 6

Supplier	Equipment Type	#Units	Unit Price	Total Cost (\$)
Stryker	Lucas Chest Compressor 3,3,1	8	14,900	119,196
	Life Pak AED 1000 EN STD ECG Display	8	3,115	24,922
	UG, US-CAN-JA Lucas Battery Charger	8	1,123	8,983
	UG, US-CAN-JA Lucas Power Supply	8	334	2,675
	DEL CANADA US Lucas Battery	8	606	4,848
	Lucas Suction Cup Disp 12-pack	1	422	422
	Lucas Patient Straps 3-pack	2	229	458
	Strap Stabilization 4-pack	2	250	500
Emergency Medical Products	Curaplex disposable suction canister	24	3	75
	SSCOR 1M patient tubing 6ft	24	3	63
	YANKAUER Suction tip w/control vent	24	1	24
	SSCOR S-SCORT III Suction Unit	12	603	7,236
<b>Total</b>				<b>\$169,400</b>

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

## 1.3 PROGRAM SUMMARY

ESD 6 submitted an application for grant funds to Hays County for new medical equipment, eight Life Pak AED units, eight Lucas Chest Compression devices, and associated equipment such as battery chargers, batteries, power supply cords, straps, and suction cups (\$162,003), as well as suction units and associated canister(s), tubing, and suction tip with control vents (\$7,397). The applicant provided documentation on the formation of "North Hays County Emergency Service District No. 6" to support the eligibility of ESD 6 as a beneficiary. Documentation was provided supporting the cost(s) to purchase the life saving devices (a chest compressor) and associated equipment (e.g., battery chargers, tubing, suction units). A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.



The validation and cost reasonableness analysis determined ESD 6 can demonstrate a pandemic related need up to \$169,400. ESD 6's award is \$169,400.

## 2 COMPARATIVE ANALYSIS

### 2.1 REASONABLENESS & PROPORTIONALITY

Purchasing new equipment, i.e., AED, chest compressor, and vacuum suction equipment, ancillary to the ability of each of the eight fire apparatuses to respond to emergency medical calls will allow ESD 6 to handle multiple calls simultaneously within the 245-square mile service area. The area that ESD 6 services (Figure 1) is approximately 33% of Hays County's land mass and accounts for the most area covered of all of Hays County ESDs.

ESD 6 responded to an average of 3,022 calls per year, with an average of 1,904 calls, or 63%, of them being emergency medical response calls, from 2019-2022. During the first five months of 2023 (Jan 1, 2023, to May 31, 2023), they have already responded to a total of 1,770 calls, 1,101 (or 62%) of which were emergency medical calls.<sup>3</sup>

CPR is typically delivered by one person performing a set of 30 chest compressions to two breaths.<sup>4</sup> When manually performing CPR responders commonly switch every two minutes<sup>5</sup> to avoid exhaustion and the correspondent decrease in effectively performing the task. Use of the Lucas Chest Compression System allows rescuers to consistently deliver uninterrupted chest compressions, in the field, during transport, and/or at the hospital, for up to 45 minutes.<sup>6</sup>

If another surge in COVID-19 infections or an outbreak of another infectious disease were to take place the existing equipment available to ESD 6 will now be able to adequately to respond and prevent further community spread as the use of equipment such as the Lucas Chest Compression System and an AED with ECG Display both decrease responder-to-patient contact and require operation by only one rescuer at a time; allowing the other responder(s) to attend to other critical issues during an emergent situation.<sup>7</sup>

A comparison was performed of the unit price for a total of 12 items from the two suppliers, from which ESD 6 purchased equipment, against the average price of the items available online from other suppliers. The results showed that the quote prices were lower than comparable price data (Table 2).

Table 2: Cost Comparison(s) of Equipment Purchased by ESD 6

Quote Supplier	Unit Price	Sum of Average	Sum of Delta	Count of ID
Stryker	\$162,002.60	\$272,594.16	(\$110,591.56)	8
EMP	\$7,397.16	\$9,715.02	(\$2,317.86)	4

<sup>3</sup> ESD 6 - 2019-2022 Jan-Dec, and 2023 Jan-May call volume data

<sup>4</sup> <https://www.redcross.org/take-a-class/cpr/performing-cpr/cpr-steps>

<sup>5</sup> Why use a LUCAS Chest Compression Device- [lucas-cpr.com/why](https://lucas-cpr.com/why)

<sup>6</sup> AED Superstore – Lucas 3.1 Chest Compression System by Physio-Control

<sup>7</sup> Why use a LUCAS Chest Compression Device- [lucas-cpr.com/why](https://lucas-cpr.com/why)

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Total	\$169,399.76	\$282,309.18	(\$112,909.42)	12
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### 3 ELIGIBILITY

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#### 3.1 FINAL RULE<sup>8</sup>

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

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

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

#### 3.2 CAPITAL EXPENDITURE

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, recipients may Investments in public facilities to meet pandemic operational needs including acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment.

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<sup>8</sup> [31 CFR 35.6\(b\)](#)

ESD 6 Equipment Cost Comparison Table

Supplier	Item	Unit Price	Proposed Price	Quantity	Comparison Price 1	Comparison Price 2	Average	Delta
Stryker	Lucas 3, 3, 1	\$ 14,899.51	\$ 119,196.08	8	\$ 160,120.00	\$ 262,747.12	\$ 211,433.56	\$ 92,237.48
Stryker	Life Pak AED 1000 EN STD ECG Display M	\$ 3,115.25	\$ 24,922.00	8	\$ 33,856.00	\$ 36,667.60	\$ 35,261.80	\$ 10,339.80
Stryker	UG, US-CAN-JA Lucas Battery Charger	\$ 1,122.85	\$ 8,982.80	8	\$ 12,440.00	\$ 12,704.00	\$ 12,572.00	\$ 3,589.20
Stryker	UG, US-CAN-JA Lucas Power Supply	\$ 334.40	\$ 2,675.20	8	\$ 3,936.00	\$ 2,968.00	\$ 3,452.00	\$ 776.80
Stryker	DEL CANADA US Lucas Battery	\$ 606.00	\$ 4,848.00	8	\$ 7,400.00	\$ 8,293.60	\$ 7,846.80	\$ 2,998.80
Stryker	Lucas Suction Cup Disp 12-pack	\$ 421.52	\$ 421.52	1	\$ 662.00	\$ 632.00	\$ 647.00	\$ 225.48
Stryker	Lucas Patient Straps 3-pack	\$ 228.75	\$ 457.50	2	\$ 718.00	\$ 786.00	\$ 752.00	\$ 294.50
Stryker	Lucas Strap Stabilization 4-pack	\$ 249.75	\$ 499.50	2	\$ 784.00	\$ 474.00	\$ 629.00	\$ 129.50
	Sub total		\$ 162,002.60		\$ 219,916.00	\$ 325,272.32	\$ 272,594.16	\$ 110,591.56
EMP	Curaplex disposable suction canister 800 cc, 100	\$ 3.11	\$ 74.64	24	\$ 117.36	\$ 134.16	\$ 125.76	\$ 51.12
EMP	SSCOR 1M patient tubing 6ft	\$ 2.63	\$ 63.12	24	\$ 59.52	\$ 70.80	\$ 65.16	\$ 2.04
EMP	YANKAUER Suction tip w/control vent	\$ 0.98	\$ 23.52	24	\$ 71.76	\$ 40.56	\$ 56.16	\$ 32.64
EMP	SSCOR S-SCORT III Suction Unit in red case	\$ 602.99	\$ 7,235.88	12	\$ 8,976.00	\$ 9,959.88	\$ 9,467.94	\$ 2,232.06
	Sub total		\$ 7,397.16		\$ 9,224.64	\$ 10,205.40	\$ 9,715.02	\$ 2,317.86
	Grand Total		\$ 169,399.76		\$ 229,140.64	\$ 335,477.72	\$ 282,309.18	\$ 112,909.42



# HAYS COUNTY

## American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

### Applicant Information

Applicant Name

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

Address

400 Sportsplex

City

Dripping Springs

State

TX

Zip Code

78620

Organization Type

Special-purpose units of local government

Telephone

(512) 894-0704

Point of Contact

Scott Collard

Title

FIRE CHIEF

DUNS or EIN Number

EIN 74-2448169

Amount Requested

\$169,400.00

### Eligibility

1 Is the Organization a 501(c)(3) or 501(c)(19), or a  
special-purpose units of local government?

Yes

2 Is the organization located in Hays County and  
possessing a valid license or authorization to operate  
in the State of Texas?

Yes

3 Is the Organization currently in operation?

Yes

4 What is the Period of Performance for this grant?

March 3, 2021 through December 31, 2024

5 Does anyone with any ownership or other financial or  
management control of this Organization work for  
Hays County, or have any other conflict of interest  
with Hays County?

No

6 Has any federal, state, or local funding been received  
for this service or program?

No





# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	
Specify:	

## Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	X
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

Data on average distance to calls and call volume

10 Documents showing decreased revenue:

Financial Statements	
Other	

Specify:



# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

SC

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

SC

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

SC

Scott Collard  
Signature

Scott Collard

Print Name

Fire Chief

Title

07/12/2023  
Date



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor: Commissioner Cohen

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### Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Forever 15 Project. **COHEN**

### Summary

Attached: Draft Agreement

Draft PW

Exhibit A

Exhibit B

Exhibit C

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### Attachments

Draft Agreement - Forever 15

Draft PW - Forever 15

Exhibit A

Exhibit B

Exhibit C



## **HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT WITH FORVER 15 PROJECT**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the Forever 15 Project (the "Agency"), a non-profit corporation, located at 143 Samuel Dr, Unit A, Buda, Texas 78610.

### **RECITALS**

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

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

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

**WHEREAS**, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds for speaker fees, web platform hosting, Google Workspace, Domain Name registration renewal(s), Microsoft office, and materials and certain costs for performing outreach and engagement; and

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

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

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

**NOW, THEREFORE, WITNESSETH:**

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

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

## I.

### GENERAL OVERVIEW

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

The Agency agrees to accept the not to exceed amount of \$9,445.00 that will be disbursed from ARPA Act Funds.

## II.

### AGENCY PERFORMANCE REQUIREMENTS

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

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

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

### **III.**

#### **COUNTY PERFORMANCE REQUIREMENTS**

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$9,445.00 from ARPA Act Funds.

### **IV.**

#### **ADDITIONAL REQUIREMENTS RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
    - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
    - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
  - b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County

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

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

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on the Effective Date, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
  - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states speaker fees, web platform hosting, Google Workspace, Domain Name registration renewal(s), Microsoft office, and materials and certain costs for performing outreach and engagement, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, contracts, invoices, and canceled checks paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.
- 4.7 Maintenance of and Access to Records
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-

4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."



4.17 Debts Owed the Federal Government

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

4.18 Disclaimer

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

4.19 Protections for Whistleblowers.

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

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.



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

## V

### GENERAL CONDITIONS

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

Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

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

and

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

Agency:

Forever 15 Project  
143 Samuel Drive, Unit A  
Buda, Texas 78610  
Attention: Brandon Dunn, Co-Founder

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

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By:

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

\_\_\_\_\_  
Date

ATTEST:

By:

\_\_\_\_\_  
Elaine H. Cardenas MBA PhD

\_\_\_\_\_  
Date

Forever 15 Project

By:

\_\_\_\_\_  
Brandon Dunn  
Co-Founder

\_\_\_\_\_  
Date



# HCTX111\_Forever 15 Project

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Forever 15 Project

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# 1 FOREVER 15 PROJECT OVERVIEW

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Forever 15 Project is a 501(c)(3) nonprofit organization, formed in January 2023, that raises awareness on the dangers of fentanyl and the risk it poses to citizens, particularly youth in Hays County, through speaking events at conferences and public schools, emergency preparedness events, and parent awareness events throughout central Texas. Their website also provides links to information and resources for those in need, and relays stories of families, including their own, impacted by the tragedy of losing youth to fentanyl. The Forever 15 Project funds their efforts through contributions, grants, and merchandise sales via their website.

Fentanyl is a synthetic opioid, made by the pharmaceutical industry or illegally, that is a major contributor to fatal and nonfatal overdoses in the U.S. as it is up to 100 times stronger than morphine.<sup>1</sup> Illegally manufactured powdered fentanyl is commonly mixed with drugs like heroin, cocaine, and methamphetamine and made into pills that resemble prescription opioids. Liquid fentanyl can be found in nasal sprays, eye drops, and dropped onto paper or small candies.<sup>2</sup>

It is nearly impossible to tell if drugs have been laced with fentanyl without testing as it is not visible and has no smell or taste. The Drug Enforcement Administration warns that as little as two milligrams of fentanyl can be fatal,<sup>3</sup> while the National Vital Statistics System reports that over 150 people die every day from overdoses related to synthetic opioids like fentanyl.<sup>4</sup> Locally, Hays County Independent School District (CISD) reported there have been six fentanyl overdose deaths and 22 non-fatal overdoses since Summer 2022.<sup>5</sup>

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The U.S. Department of the Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide behavioral health care, such as mental health treatment, substance use treatment and other behavioral health services to the general public to respond to the pandemic. Enumerated eligible uses include<sup>6</sup>:

- Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
- Enhanced behavioral health services in schools
- Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery

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<sup>1</sup> CDC.gov Fentanyl Facts

<sup>2</sup> CDC.gov Fentanyl Facts

<sup>3</sup> U.S. Attorney's Office – What is Fentanyl

<sup>4</sup> NCHS, National Vital Statistics System

<sup>5</sup> KUT 90.5 Austin's NPR Station by Maya Fawaz May 16, 2023

<sup>6</sup> Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule, pg 15

During the six-month period from January 2023 to June 2023, the Forever 15 Project has been able to educate approximately 12,000 people, i.e., 10,000 students aged 10 years to 18 years, and 2,000 adults aged 19 years plus, by presenting information at over 100 speaking engagements, and through their website. In order to increase these efforts the Forever 15 Project has requested \$9,445 in support for the following services and equipment:

#### 1.2.1 Speakers Fees

The Forever 15 Project provides one-hour presentations three to six times per week, is booked for events weeks in advance, and anticipates attending over 150 conferences in the next 12 months as demand for engagement and outreach about the risks and dangers of fentanyl increases.

One person from their current staff of two spends approximately 5 hours per week presenting information at conferences. They do not pay themselves as any funding received is invested back into the organization.

Time spent presenting information in the next 12 months can be expected to increase 2.1 times the effort to date, i.e., from 5 hours per week to 10.5 hours per week presenting information. The Forever 15 Project will need to add a second speaker, and both can begin receiving fees for speaking. The hourly rate would be \$15 per hour, 5.25 hours per week, \$78.75 per month, and \$3,780.00 per year per person, or \$7,560.00 total cost of two speakers per year.

#### 1.2.2 Conference and Event Materials

The Forever 15 project staff store and transport files used during outreach and engagement on USB flash drives. A USB flash drive is a small, portable, external device that can be plugged into a computer, camera, or mobile device to store, transfer, and view digital data. The amount of storage, or space, on a USB drive ranges from 2 gigabytes (GB) to 512 GB for documents, and 3 terabytes or 4 terabytes for large files like videos.<sup>7</sup> Cost is directly proportional to storage capacity and USBs can be purchased separately or in multi-packs. USBs with 64GB of storage range in cost from \$8.99 each or \$77.09 for a pack of ten.<sup>8</sup>

They also present printed materials such as color pictures and share tri-fold information pamphlets and/or fact sheets. The materials contain information that attendees, some of whom may be too shy to ask questions in-person, can take home with them to refer to and share with others after the presentation. The printed materials can also be direct mailed or displayed at community centers, etc. Custom color pamphlets (8.5 inch by 11 inch) can be created, saved, and updated on-line through websites of bulk copy/office supply stores or through a local print shop; the cost to print 250 8.5 inch by 11 inch color tri-fold brochures would be \$170.00.

Professional grade printing of color images and photos, on premium paper, averages \$0.85 per page. If staff bring an average of three pictures to each event, and replace them after every five events, it would require 126 copies at a total cost of \$107.10.

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<sup>7</sup> What size USB flashdrive do you need? <https://www.toptenreviews.com/how-big-of-usb-flash-drive-do-i-need>

<sup>8</sup> Office Depot – Verbatim Flash Drives 64GB



### 1.2.3 Digital Costs and Software Costs

The Forever 15 Project's website contains information and resources that have helped them educate approximately 12,000 people about the risks and dangers of fentanyl, within the first six months of formation. The website also helps them generate income by selling merchandise, i.e., T-shirts and pull over hoodies.

Their website exists on the web hosting platform Squarespace. The web hosting platform offers tools such as accepting donations, an events calendar, and metrics like the number of visitors. The organization initially purchased a basic starter package but upgraded to a business package to get needed features and additional functionality; the annual cost of Squarespace's upgraded plan will be \$324.00<sup>9</sup> per year.

It is also common for organizations and businesses to pay to have emails created that are specific to their name so that anyone seeking to contact them regarding their organization or business can be easily identified, i.e., a website visitor would email [name@Forever15Project.org](mailto:name@Forever15Project.org). It is also common practice to buy business or organization-related domain names, i.e., [forever15project.org](http://forever15project.org)

Google Workspace's Business Standard provides tools such as cloud storage, security, and customer support, plus one email address and the "dot org" domain<sup>10</sup> for \$12 per month or \$144 per year, per user. They later added a second user to the Google Workspace account when they realized Google Workspace requires the registration of each user. Their current plan will renew on November 15, 2023, for \$144.

When the Forever 15 Project became aware that people in need were searching for them using [forever15project.com](http://forever15project.com), they purchased this second domain name from Squarespace on February 2, 2023,<sup>11</sup> and redirected it to the "dot org" domain to avoid losing or confusing people in need. Both the "dot org" and "dot com" domains are now registered with Squarespace will automatically renew, one in November 2023, and the other in January 2024, at the cost of \$20 each.<sup>12</sup>

In order to perform tasks to produce documents, spreadsheets and presentations, the Forever 15 Project staff use Microsoft Office; cost is \$13.53 per month or \$163 per year.<sup>13</sup>

## 1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$9,445 the Forever 15 Project staff would be able to receive payment for their time spent presenting information as part of their outreach and engagement, cover the cost(s) of materials used for outreach and engagement, web hosting platform, and maintaining exclusive use of their domain name and associated email addresses.

As the subrecipient, the Forever 15 Project will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to Forever 15 Project's records pertaining to this program. Audits will be performed by the Hays County to determine compliance with program

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<sup>9</sup> Squarespace Invoice #97217595 and #94313018 and Website Billing

<sup>10</sup> Business Standard at [Workspace.google.com/pricing](https://workspace.google.com/pricing)

<sup>11</sup> Forever 15 Project Squarespace invoice #93288487 dated February 2, 2023

<sup>12</sup> SquareSpace Domains Manage

<sup>13</sup> Forever 15 Project Microsoft 365 invoice for Business Standard dated July 05, 2023

requirements. Oversight of spending and program progress will be monitored through submission of the Forever 15 Project general ledger. The Forever 15 Project will earn an administrative fee that is not to exceed 10% of the ARPA SLFRF monies, i.e., \$858.50.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

#### 2.1.1 Speaker Fees

Time spent on engagement and outreach about the risks and dangers of fentanyl can be expected to increase approximately 2.1 times as problems with fentanyl are likely to worsen before improving<sup>14</sup>. One staffer of the Forever 15 Project currently presents information at conferences and events, without compensation. Adding another speaker will allow the organization to keep up with demand, while compensating them for providing a service on behalf of Hays County.

Speakers providing information on the risks and dangers of fentanyl at conferences and events are often public health, public service, and/or communication professionals such as public health professors, police chiefs, and communications officers. The average hourly cost for such speakers in Texas is \$68 per hour.<sup>15</sup>

The expense of \$15 per hour - \$7,560.00 annually for two speakers or \$3,780.00 each speaker per year - is reasonable compared to the state average.

#### 2.1.2 Conference and Event Materials

Professionals, businesses, organizations, and students commonly use USB flash drives to store and transport files due to their small size, storage capacity that can be chosen based on user need, affordability, and availability. Other file storage methods include an 1) external hard drive, which offers more storage space (500GB to 6TB) but at a greater cost, larger size, and lower ease of availability; average cost is \$31.88;<sup>16</sup> 2) Cloud Storage, which is uploading a file to a server and having the ability to retrieve the file again when needed. Cost of this service is based on the amount of storage being used, e.g., 200GB, per month. Connection to the internet is needed to access the files when needed and the cloud server is vulnerable to on-line hackers stealing information. Average cost for this service is \$4.65 per month.<sup>17</sup>

The \$77.09 cost for a 10-pack of 64GB flash drives is reasonable compared to the external storage options of a hard drive or cloud-based storage.

According to Prosper Strategies, a nonprofit's marketing budget, i.e., marketing, communication, and fundraising, should be at least 5 percent of their total annual operating budget.<sup>18</sup> If we estimate that in

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<sup>14</sup> Pardo, B. et al., The Future of Fentanyl and Other Synthetic Opioids. Santa Monica, CA: RAND Corporation, 2019

<sup>15</sup> Average based on hourly cost of professor, police chief, & communications officer in TX at comparably.com and salary.com

<sup>16</sup> Average based on two prices from Amazon and one from Office Max for external hard drives

<sup>17</sup> Average based on three storage options from Apple iCloud

<sup>18</sup> Prosper Strategies – 7 Non-Profit Marketing Mistakes and How to Avoid them Jan 25, 2023

the next 12 months, the Forever 15 Project's total annual operating budget will be \$15,000, marketing would be \$750.00.

The \$277 for tri-fold brochures (\$170) and professional grade color prints (\$107.10) is reasonable compared to the guideline.

### 2.1.3 Digital Costs and Software Costs

WordPress and WIX, two other popular website hosting platforms, each respectively charge \$300.00<sup>19</sup> and \$384.00<sup>20</sup> per year for business plans. The Forever 15 Project's cost of \$324 per year for Squarespace's website hosting for business is reasonable.

Asana and ClickUp, two other popular digital workspaces, each respectively charge \$299.88<sup>21</sup> and \$228<sup>22</sup> per year, for business plans that offer less functionality than Google Workspace. The Forever 15 Project's cost of \$144 per year for Google Workspace is reasonable.

Annual cost to maintain exclusive use of a domain name with the "dot org" extension is approximately \$9.99<sup>23</sup> for the first year and will commonly automatically renew at a higher or "regular" rate of approximately \$12.99 per year.<sup>24</sup> The Forever 15 Project's cost of \$40 per year, \$20 each for their two domains, for Squarespace is reasonable.

LibreOffice is a free productivity suite developed by volunteers, that is well suited for home or small office use, but it lacks tech support.<sup>25</sup> Polaris Office allows users to edit, save, review, and share files using Windows or a mobile phone starting at \$47.88 per year,<sup>26</sup> but it offers no way to prepare presentations. The Forever 15 Project's cost of \$163 per year for Microsoft Office is reasonable.

## 3 ELIGIBILITY

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### 3.1 FINAL RULE OVERVIEW<sup>27</sup>

SLFRF funding may be used to provide behavioral health care, such as mental health treatment, substance use treatment and other behavioral health services to the general public to respond to the pandemic. Enumerated eligible uses include:

- Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
- Enhanced behavioral health services in schools
- Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services

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<sup>19</sup> WordPress.com/pricing

<sup>20</sup> WIX business pricing at [www.wix.com/premium-purchase-plan/dynamo](https://www.wix.com/premium-purchase-plan/dynamo)

<sup>21</sup> Asana Pricing - <https://clickup.com/blog/google-workspace-alternatives/>

<sup>22</sup> ClickUp Pricing - <https://clickup.com/blog/google-workspace-alternatives/>

<sup>23</sup> Domain.com/domains/tlds/org

<sup>24</sup> <https://www.domain.com/help/article/regular-rates-summary#domains>

<sup>25</sup> <https://www.libreoffice.org/download/libreoffice-in-business/>

<sup>26</sup> Polaris functionality and pricing – [www.techradar.com](https://www.techradar.com) and [Capterra.com](https://www.capterra.com)

<sup>27</sup> Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule- page 15

- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery

Hays County awarding \$9,445 to the Forever 15 Project as a subrecipient of ARPA SLRFR monies is an enumerated eligible use as the county would be investing in the community to promote improved health outcomes and public safety by investing in a local non-profit with firsthand experience to provide the services of outreach and engagement on the dangers and risks of fentanyl.

# Exhibit A

Budget		
Line	Item	Approved Budget
	<b>PERSONNEL</b>	
1	Salaries	\$0.00
2	Fringe Benefits	\$0.00
3	<b><i>SUBTOTAL PERSONNEL</i></b>	<b>\$0.00</b>
	<b>OPERATIONS</b>	
4	Professional Services - Speakers	\$7,560.00
5	Equipment	\$0.00
6	Supplies	\$1,026.00
7	Contractual Services	\$0.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10	Outreach	\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	<b><i>SUBTOTAL OPERATIONS</i></b>	<b>\$8586.00</b>
21	<b><i>Personnel and Operations Subtotal</i></b>	<b>\$8586.00</b>
	<b>INDIRECT COST</b>	
22	Administration - 10% de minimus	\$859.00
23	<b><i>SUBTOTAL Indirect Cost</i></b>	<b>\$859.00</b>
	<b>TOTALS</b>	<b>\$9445.00</b>

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

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The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of [August 8, 2023] [AS AMENDED], by and between the Agency] and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

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

## SUPPLEMENTARY CONDITIONS

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The following terms and conditions apply to the Agreement.

### **GENERAL CONDITIONS**

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



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

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

**7. DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. CONFLICTS OF INTEREST.** The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

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

**9. SUBCONTRACTING.** The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**10. ASSIGNABILITY.** The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

**11. INDEMNIFICATION.** The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

**12. TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to Agreements exceeding \$100,000).** The Subrecipient certifies, to the best of its knowledge and belief, that:

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

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

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

**16. MAINTENANCE/RETENTION OF RECORDS.** Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

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

**17. COPYRIGHT.** Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

**18. COUNTY SEAL, LOGO, AND FLAGS.** The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

**19. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

**21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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



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

## **22. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

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

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

**25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

**26. AGE DISCRIMINATION ACT OF 1975.** The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**27. NONDISCRIMINATION.** The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR



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

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

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

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

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

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

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

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

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

DRAFT

# Exhibit C

## SAMPLE INVOICE

### Hays County CONTRACT EXPENDITURE REPORT

Report Period: JANUARY 2023

Invoice Number: 01

Agency: Forever 15 Project

Program:

Agency contact: Brandon Dunn

512-661-9988

Current contract term:

E-mail: [brandon@forever15project.org](mailto:brandon@forever15project.org)

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$0.00	\$0.00	\$0.00	\$0.00
2	Finge Benefits	\$0.00	\$0.00	\$0.00	\$0.00
3	<b>SUBTOTAL PERSONNEL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	OPERATIONS				
4	Professional Services - Speakers	\$7,560.00	\$0.00	\$0.00	\$7,560.00
5	Equipment	\$0.00	\$0.00	\$0.00	\$0.00
6	Supplies	\$1,026.00	\$0.00	\$0.00	\$1,026.00
7	Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.00
9	Department Specific Costs	\$0.00	\$0.00	\$0.00	\$0.00
10	Outreach	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00
20	<b>SUBTOTAL OPERATIONS</b>	<b>\$8,586.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,586.00</b>
21	<b>Personnel and Operations Subtotal</b>	<b>\$8,586.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,586.00</b>
	INDIRECT COST				
22	Administration - 10% de minimus	\$859.00	\$0.00	\$0.00	\$859.00
23	<b>SUBTOTAL Indirect Cost</b>	<b>\$859.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$859.00</b>
24	PAYMENT REQUEST				
25	<b>TOTALS</b>	<b>\$9,445.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,445.00</b>

Preparer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### APH USE ONLY:

Reviewed & approved by: \_\_\_\_\_

Date: \_\_\_\_\_



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

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor: Commissioner Cohen

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### Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Mental Health Court Incentives. **COHEN**

### Summary

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### Attachments

Draft - PW - Mental Health Court Incentives



# HCTX116\_Mental Health Court Incentive Program

HAYS COUNTY ARPA SLFRF PROJECT



# HCTX116\_Mental Health Court Incentive Program

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# 1 MENTAL HEALTH COURT INCENTIVE PROGRAM OVERVIEW

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Hays County Mental Health Court's (MHC) mission is to promote early identification of defendants with mental health, substance use, intellectual, and developmental challenges and provide access to treatment to reduce involvement in the criminal justice system. The Mental Health Court combines treatment and judicial monitoring to achieve long-term stability and self-sufficiency by providing a continuum of care that holds defendants accountable and assists them in becoming law-abiding citizens, and successful members of the community.

The MHC is a 12-month program, three-phased specialized treatment court designed to address the unique needs of individuals with mental health, intellectual/developmental disability disorders and substance use who are also facing pending legal charges.

People living with mental illness are overrepresented in the courts and in the incarcerated population. The rate of serious mental illness is four to six times higher in jail (14.5% of men and 31% of women in jails) than in the general population. Substance use disorders are even more prevalent than serious mental illnesses in jails and prisons; 68% of people in custody in jails, 53% of people in custody in state prisons, and 46% of people in custody in federal prisons report symptoms consistent with substance use disorder in the year prior to their incarceration.<sup>1</sup>

The COVID-19 pandemic negatively impacted areas of public health, particularly mental health and substance use. In January 2021, over 40 percent of American adults reported symptoms of depression or anxiety, up from 11 percent in the first half of 2019. Similarly, rates of substance use and overdose deaths have spiked: preliminary data from the CDC show a nearly 30 percent increase in drug overdose mortality from April 2020 to April 2021, bringing the estimated overdose death toll for a 12-month period over 100,000 for the first time ever.<sup>2</sup>

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Based on concepts of therapeutic jurisprudence and patterned after drug courts, mental health courts attempt to prevent criminalization and recidivism by providing critical mental health services.<sup>3</sup> Participants are carefully monitored for substance use and related behaviors and receive escalating incentives for accomplishments and sanctions for infractions. The nearly unanimous perception of both participants and staff members is that the positive effects of drug courts are largely attributable to the application of these behavioral contingencies.<sup>4</sup>

Many Drug Courts are stretched thin for resources to purchase tangible rewards. One economical and effective way to deal with this issue is to use the fishbowl procedure. Participants earn opportunities to draw prizes from a fishbowl (or other lottery container) for their accomplishments, such as attending treatment sessions and providing drug-negative urine specimens. Research indicates the fishbowl

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<sup>1</sup> Prevalence of Serious Mental Illness and Substance Use Disorders - National Center for State Courts (2022)

<sup>2</sup> 31 CFR Part 35 Final Rule

<sup>3</sup> Mental health courts and the complex issue of mentally ill offenders - Watson A, Hanrahan P, Luchins D, Lurigio A.

<sup>4</sup> Behavior Modification 101 for Drug Courts: Making the Most of Incentives and Sanctions – NDCI

procedure can produce comparable or better outcomes at a lower cost than programs that reward participants for every achievement.<sup>5</sup> Many participants in drug courts are unaccustomed to positive reinforcement and respond well to tangible rewards. Moderate tangible rewards include:<sup>6</sup>

- Gift certificates (typically \$5 to \$20 value)
- Movie passes or movie rentals
- Admission passes to amusement parks or sporting events
- Introductory memberships to spas or gyms
- Haircuts
- Makeup or cosmetic sessions
- Groceries
- Work or school clothing or shoes
- Bowling, skating or other recreational passes

Building upon this research Hays County MHC will improve their diversion programs using the fishbowl method with gift cards. As clients reach specific milestones (securing employment, graduating college, treatment program, etc.) they will earn a draw from the fishbowl as a tangible reward. This will be achieved through \$10,000 in SLFRF funds for gift cards.

### 1.3 PROGRAM SUMMARY

The Hays County MHC will improve their diversion programs by instituting a lottery system where tangible rewards are incentives for completing specific milestones. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined that the Health Department can demonstrate a pandemic related need up to \$10,000.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

A 2015 study<sup>7</sup> examined standard costs for public services broadly categorized as: mental health treatment costs, substance abuse treatment costs, criminal justice processing costs, confinement costs, and victimization costs. The outcome costs – the costs incurred during the post-MHC period only – were compared between two groups: MHC participants discharged for more than 1 year – and grouped by completion status (Successful and Unsuccessful) – against an eligible sample not enrolled (Compare).

Total outcome costs for the Successful Group (\$16,964) significantly differed from the Unsuccessful (\$32,258) and Compare Groups (\$39,870). Costs associated with the higher number of arrests for those in the Compare Group created the largest differences. Total cost savings between Successful and Compare averaged \$22,906 and savings between Unsuccessful and Compare averaged \$7,612.

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<sup>5</sup> Behavior Modification 101 for Drug Courts: Making the Most of Incentives and Sanctions – NDCI

<sup>6</sup> National Association of Drug Court Professionals: Lists of Incentives and Sanctions

<sup>7</sup> Cost Analysis of Long-term Outcomes of an Urban Mental Health Court - Kubiak S, Roddy J, Comartin E, Tillander

Table 1: Participant Cost Outcomes

	Participants	Cost Outcomes	Difference from Compare
Successful	40	16,964	<b>22,906</b>
Unsuccessful	65	32,258	<b>7,612</b>
Compare	45	39,870	

At \$20 per gift card the \$10,000 award would generate 500 milestone incentives. Assuming 12 milestone – one for each month of the program – 41 participants would benefit from the incentives. Using the Difference from Compare values in the 2015 study 41 Unsuccessful participant would save Hays County \$312,092 compared against someone eligible for MHC but not enrolled. A Successful participant would yield \$939,146 in savings.

Table 2: Hays County Cost Outcome Savings

	Participants		Difference from Compare	Savings
Successful	41	×	22,906	= 939,146
Unsuccessful	41	×	7,612	= 312,092

The addition of \$10,000 to the Hays County MHC's incentive program is a reasonable and proportionate response to the pandemic.

### 3 ELIGIBILITY

#### 3.1 FINAL RULE OVERVIEW<sup>8</sup>

Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:

- Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support

<sup>8</sup> Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule



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

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor:

Judge Becerra

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### Agenda Item

Presentation by the City of San Marcos on the status of Animal Services. **BECERRA**

### Summary

A presentation to the court is expected to raise awareness of the capacity, increase community engagement, and improve the dialogue regionally about present and future animal sheltering needs and potential partnerships and programs.

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

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

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### Agenda Item

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

### Summary

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### Attachments

07/11/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



JULY 11, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 11th DAY OF JULY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Jim Davis, Grace Bible Church San Marcos, 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

*Tom Smith made a public comment concerning air pollution around SH-45 and advocated for electric vehicles. Dan Lyon made a public comment thanking emergency services for their response to the Vineyard Hill/Hilliard Road fire and asked for more emergency escape routes in the area. Rodrigo Amaya made a public comment concerning court-appointed attorneys and pre-trial detention.*

Recognition of the Texas Historical Commission's Distinguished Service Award to the Hays County Historical Commission for the 2022 year of service.

*Linda Coker, Chair of the Hays County Historical Commission, spoke about the volunteers and highlighted their work on markers, cemeteries, and local governments. Commissioner Smith thanked the previous chair of the Historical Commission, Kate Johnson, for her service.*

Presentation and Update on the Hays County Center for Pet Resources, Education, and Research by Austin Pets Alive!

*Lee Ann Shenefiel, Austin Pets Alive! Executive Advisor, reviewed the progress made so far in the creation of a Pet Resource Center and spoke about current work, including a Comprehensive Program Plan, a Community Values and Needs Survey, and a Demographic Analysis. The Court gave support for the project and thanked all involved. Judge Becerra spoke about the importance of identifying community needs before constructing a facility. Commissioner Ingalsbe suggested having the surveys available in Spanish. Commissioner Cohen spoke about addressing food insecurity. Commissioner Shell thanked the City of San Marcos and the regional animal shelter for their work. Commissioner Smith expressed concern over inclusion of the western and eastern portions of the county and meeting project timelines.*

**39120** Approve payments of County invoices.

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

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

**5 - 0 Passed - Unanimously**



**39121 Approve the payment of Juror checks.**

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

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

**5 - 0 Passed - Unanimously**

**39122 Approve the payment of United Healthcare claims.**

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

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

**5 - 0 Passed - Unanimously**

**39123 Approve Commissioners Court Minutes of June 6, 2023 and June 20, 2023.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of June 6, 2023 and June 20, 2023.

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

**5 - 0 Passed - Unanimously**

**39124 Approve the payment of the July 15, 2023 payroll disbursements in an amount not to exceed \$3,700,000 effective July 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve the payment of the July 15, 2023 payroll disbursements in an amount not to exceed \$3,700,000 effective July 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

**5 - 0 Passed - Unanimously**

**39125 Approve and confirm the appointment of Courtney Gamble as a regular full-time Deputy Constable in the Hays County Constable's Precinct 1 Office.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Courtney Gamble as a regular full-time Deputy Constable in the Hays County Constable's Precinct 1 Office.

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

**5 - 0 Passed - Unanimously**

**39126 Authorize the Hays County Veterans Service Office to occupy the office space within the Hays County Courthouse.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Hays County Veterans Service Office to occupy the office space within the Hays County Courthouse.

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

**5 - 0 Passed - Unanimously**

**39127 Receive and Ratify the finalized Parks Bond Agreement: the Diligence Funding Agreement with Wimberley Independent School District (WISD) and Wimberley Youth Sports Association (WYSA) and amend the budget accordingly.**

*Dan Lyon made a public comment concerning the county paying for this item and the use of the fields. Commissioner Shell explained WISD is allowing the use of this property and gave support for the item. Judge Becerra spoke about projects being completed in all precincts. Commissioner Smith spoke about Parks Bond projects having public access.*



A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to Receive and Ratify the finalized Parks Bond Agreement: the Diligence Funding Agreement with Wimberley Independent School District (WISD) and Wimberley Youth Sports Association (WYSA) and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39128** Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Motor Kit, Freedom Wireless, Portable Only Operation on Harley-Davidson Motor with PA Interface valued at \$854.00 from PVP Communication and amend the budget accordingly.

*Rodrigo Amaya made a public comment against waivers to the purchasing policy. Commissioner Smith stated he agrees with the public comment, except in cases like this when law enforcement need to make emergency equipment purchases.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Motor Kit, Freedom Wireless, Portable Only Operation on Harley-Davidson Motor with PA Interface valued at \$854.00 from PVP Communication and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39129** Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Freedom Speakermic with Wireless System Control valued at \$534.00 from PVP Communication and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one (1) Freedom Speakermic with Wireless System Control valued at \$534.00 from PVP Communication and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39130** Authorize the Transportation Department to purchase one replacement Dell Latitude 5540 laptop computer and wireless mouse in the amount of \$1,431.04 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Transportation Department to purchase one replacement Dell Latitude 5540 laptop computer and wireless mouse in the amount of \$1,431.04 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39131** Authorize the acceptance of a cash match contribution from Cedar Oaks Mesa Water Supply Corporation, as a grant requirement, in the amount of \$17,500.00 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the acceptance of a cash match contribution from Cedar Oaks Mesa Water Supply Corporation, as a grant requirement, in the amount of \$17,500.00 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39132** Ratify the submission of a grant application to the Bulletproof Vest Partnership in the amount of \$20,628.32.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to ratify the submission of a grant application to the Bulletproof Vest Partnership in the amount of \$20,628.32.



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

**5 - 0 Passed - Unanimously**

**39133** Authorize a budget amendment transfer of \$5,000.00 to continuing education funds within the County Clerk's Records Management Fund and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize a budget amendment transfer of \$5,000.00 to continuing education funds within the County Clerk's Records Management Fund and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39134** Authorize Payment to Card Service Center in the amount of \$894.99 for repairs done to the Kyle/Buda Community Emergency Response Team (CERT) trailer in which no purchase order was issued per the county purchasing policy and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize Payment to Card Service Center in the amount of \$894.99 for repairs done to the Kyle/Buda Community Emergency Response Team (CERT) trailer in which no purchase order was issued per the county purchasing policy and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39135** Accept the Fiscal Year 2022 Hays County Emergency Services District #1 Audit Report per Texas Health and Safety Code 775.082.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept the Fiscal Year 2022 Hays County Emergency Services District #1 Audit Report per Texas Health and Safety Code 775.082.

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

**5 - 0 Passed - Unanimously**

**39136** Accept the Fiscal Year 2022 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept the Fiscal Year 2022 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082.

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

**5 - 0 Passed - Unanimously**

**39137** Accept the Fiscal Year 2022 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept the Fiscal Year 2022 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082.

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

**5 - 0 Passed - Unanimously**

**39138** Accept the Fiscal Year 2022 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept the Fiscal Year 2022 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082.

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

**5 - 0 Passed - Unanimously**



**39139** Accept the Fiscal Year 2022 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept the Fiscal Year 2022 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082.

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

**5 - 0 Passed - Unanimously**

**39140** Approve specifications for IFB 2023-B09 Sawyer Ranch Road - Remove and Replace Hot Mix and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for IFB 2023-B09 Sawyer Ranch Road - Remove and Replace Hot Mix and authorize Purchasing to solicit for bids and advertise.

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

**5 - 0 Passed - Unanimously**

**39141** Approve specifications for IFB 2023-B17 Jack Rabbit Lane - Remove and Replace Hot Mix and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for IFB 2023-B17 Jack Rabbit Lane - Remove and Replace Hot Mix and authorize Purchasing to solicit for bids and advertise.

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

**5 - 0 Passed - Unanimously**

**39142** Authorize the Sheriff's Office to use existing funds of \$771.96 to purchase law enforcement equipment for the Jail Division for training purposes.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to use existing funds of \$771.96 to purchase law enforcement equipment for the Jail Division for training purposes.

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

**5 - 0 Passed - Unanimously**

**39143** Authorize the Sheriff's Office to use existing funds to purchase four Glock 17 training pistols with supplies valued at \$3,497.00 for training purposes.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to use existing funds to purchase four Glock 17 training pistols with supplies valued at \$3,497.00 for training purposes.

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

**5 - 0 Passed - Unanimously**

**39144** Authorize the Sheriff's Office to use existing funds to purchase a vehicle partition valued at \$1,392.00 for the transport unit.

*Rodrigo Amaya made a public comment concerning the information in the back-up. Marisol Villarreal-Alonzo, Hays County Auditor, explained why several departments are involved in the purchasing process.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to use existing funds to purchase a vehicle partition valued at \$1,392.00 for the transport unit.

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

**5 - 0 Passed - Unanimously**



**39145** Authorize the Sheriff's Jail Division to use savings of \$28,439.00 from FY 2023 capital improvements to cover additional expenses for replacement A/C units approved in the FY 2023 budget process and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Sheriff's Jail Division to use savings of \$28,439.00 from FY 2023 capital improvements to cover additional expenses for replacement A/C units approved in the FY 2023 budget process and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39146** Authorize an amendment for the Sheriff's Office to purchase law enforcement equipment and supplies from Sheriff Drug Forfeiture Funds.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize an amendment for the Sheriff's Office to purchase law enforcement equipment and supplies from Sheriff Drug Forfeiture Funds.

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

**5 - 0 Passed - Unanimously**

Authorize payment to Drippin' Towin' Service, Inc. of \$500.00 for two invoices where no purchase order was in place as per the County Purchasing Policy.

*Rodrigo Amaya made a public comment concerning prices charged by the towing company and county policy. Marisol Villarreal-Alonzo, Hays County Auditor, explained the split purchase policy and stated more information would have to be obtained from the Sheriff's Office to answer the Court's questions. No action taken.*

**39147** Approve specifications for IFB 2023-B16 Centerpoint Road and authorize Purchasing to solicit for bids and advertise.

*Stephanie Hunt, Assistant County Auditor, made a correction to page 120 of the scope of work in the back-up, changing the section with "FM 2770" to the wording in the item summary.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for IFB 2023-B16 Centerpoint Road and authorize Purchasing to solicit for bids and advertise.

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

**5 - 0 Passed - Unanimously**

**39148** Approve specifications for RFP 202-P02 Bank Depository and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for RFP 202-P02 Bank Depository and authorize Purchasing to solicit for proposals and advertise.

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

**5 - 0 Passed - Unanimously**

**39149** Authorize the Hays County Commissioners Court to submit a request for funds to the Texas Comptroller's Office for unclaimed capital credits pursuant to the Texas Property Code, Section 74.602.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Hays County Commissioners Court to submit a request for funds to the Texas Comptroller's Office for unclaimed capital credits pursuant to the Texas Property Code, Section 74.602.

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

**5 - 0 Passed - Unanimously**

**39150 Approve Utility Permits.**

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

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

**5 - 0 Passed - Unanimously**

**39151 Authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY 2024 Veteran's Services - Veteran's Treatment Court Grant for Adult Probation Services.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the execution of a renewal Letter Agreement with the Community Supervision and Corrections Department (CSCD) related to the FY 2024 Veteran's Services - Veteran's Treatment Court Grant for Adult Probation Services.

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

**5 - 0 Passed - Unanimously**

**39152 Authorize the County Judge to execute an Amendment Order Form with Flock Group, Inc. for the Constable Pct. 4 Office to purchase a software subscription for one Falcon Flex LPR Camera System under the Sheriff's Office Master Agreement; authorize a purchasing waiver to the purchasing policy.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Amendment Order Form with Flock Group, Inc. for the Constable Pct. 4 Office to purchase a software subscription for one Falcon Flex LPR Camera System under the Sheriff's Office Master Agreement; authorize a purchasing waiver to the purchasing policy.

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

**5 - 0 Passed - Unanimously**

**39153 Authorize the Sheriff's Office to use existing funds of \$1,108.00 to purchase law enforcement equipment for SWAT and amend the budget accordingly.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to use existing funds of \$1,108.00 to purchase law enforcement equipment for SWAT and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39154 Authorize an amendment for expenditures related to DR-4705 Winter Storm Mara related to debris removal and cleanup operations and amend the budget accordingly.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize an amendment for expenditures related to DR-4705 Winter Storm Mara related to debris removal and cleanup operations and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39155 Ratify the authorization of Cornerstone Detention Products, Inc. to conduct emergency repairs to the intercom system located in the Hays County Jail pursuant to the GSA Contract GA-07-269AA and our Service Agreement and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) for all open market items.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to ratify the authorization of Cornerstone Detention Products, Inc. to conduct emergency repairs to the intercom system located in the Hays County Jail pursuant to the GSA Contract GA-07-269AA and our Service Agreement and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) for all open market items.





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

**5 - 0 Passed - Unanimously**

**39156** Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Freese & Nichols, Inc regarding inspection of MS4 facilities as required by the City of San Marcos and authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024(a)(4).

*Commissioner Ingalsbe stated the facilities being inspected are located at the Sheriff's Office, Juvenile Center, Government Center, and Elections/IT Building.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Freese & Nichols, Inc regarding inspection of MS4 facilities as required by the City of San Marcos and authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024(a)(4).

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

**5 - 0 Passed - Unanimously**

**39157** Discussion and possible action to authorize the Court to execute a Contract Amendment No. 4 in the amount of \$346,000.00 to the Professional Services Agreement between Hays County and American Structurepoint, Inc. for additional design services on the RM 3237 Phase 1 Intersection improvements project in Precinct 3, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly.

*Judge Becerra asked for item wording to remain the same throughout these items, changing "authorize the Court" to "authorize the County Judge". Commissioner Shell explained funding for phase 1 of this project was deferred by Capital Area Metropolitan Planning Organization (CAMPO), but the Texas Department of Transportation has agreed to fund and construct phase 1 in 3 different pieces.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Court to execute a Contract Amendment No. 4 in the amount of \$346,000.00 to the Professional Services Agreement between Hays County and American Structurepoint, Inc. for additional design services on the RM 3237 Phase 1 Intersection improvements project in Precinct 3, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39158** Discussion and possible action to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap II-1, LLC, in the amount of \$56,446.00, for certain off-site traffic improvements related to the Sunset Oaks/Highmeadow Subdivision, and amend the budget accordingly.

*Commissioner Ingalsbe stated this is for 169 residential lots.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap II-1, LLC, in the amount of \$56,446.00, for certain off-site traffic improvements related to the Sunset Oaks/Highmeadow Subdivision, and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39159** Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234033 in the amount of \$18,520.06, acceptance of the maintenance bond #PB03016800851M2 in the amount of \$60,222.12, and acceptance of the revegetation bond #PB03016800851M1 in the amount of \$7,078.86 for 6 Creeks subdivision, Phase 1, Section 10.





A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept road construction and surface drainage improvements, release the Letter of Credit #20234033 in the amount of \$18,520.06, accept the maintenance bond #PB03016800851M2 in the amount of \$60,222.12, and accept the revegetation bond #PB03016800851M1 in the amount of \$7,078.86 for 6 Creeks subdivision, Phase 1, Section 10.

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

**5 - 0 Passed - Unanimously**

**39160** Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$2,553,164.45 for the Waterstone, Unit B, Subdivision (Irrevocable Standby Letter of Credit No. FTFC-23234).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept fiscal surety for street and drainage improvements in the amount of \$2,553,164.45 for the Waterstone, Unit B, Subdivision (Irrevocable Standby Letter of Credit No. FTFC-23234).

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

**5 - 0 Passed - Unanimously**

**39161** Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$2,252,601.83 for the Waterstone, Unit C, Subdivision (Irrevocable Standby Letter of Credit No. FTFC-23233).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept fiscal surety for street and drainage improvements in the amount of \$2,252,601.83 for the Waterstone, Unit C, Subdivision (Irrevocable Standby Letter of Credit No. FTFC-23233).

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

**5 - 0 Passed - Unanimously**

**39162** Discussion and possible action to call for a public hearing on July 25, 2023, to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on July 25, 2023, to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace.

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

**5 - 0 Passed - Unanimously**

**39163** Discussion and possible action to call for a public hearing on July 25, 2023, to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on July 25, 2023, to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive.

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

**5 - 0 Passed - Unanimously**

**39164** Discussion and possible action to call for a public hearing on July 25, 2023, to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on July 25, 2023, to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road.

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

**5 - 0 Passed - Unanimously**

**39165** Discussion and possible action to call for a public hearing on July 25, 2023, to establish a 3-way stop at the intersection of Miller Lane and Country Lane.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on July 25, 2023, to establish a 3-way stop at the intersection of Miller Lane and Country Lane.

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

**5 - 0 Passed - Unanimously**

PLN-2093-PRE; Discussion and possible action to consider granting a variance from Chapter 721 § 5.03 and Table 721.02 of the Hays County Development Regulations regarding the Hawk Ridge, Phase 2, Preliminary Plan.

*Marcus Pacheco, Director of Development Services, provided background on the property and explained the variance on cul-de-sac radius that is requested. Commissioner Smith stated this would create uniformity throughout the neighborhood. Jerry Borcharding, Director of Transportation, explained the shorter radius in Phase 1 was not caught by the county and the developer should be held to the regular Development Regulations. The Court discussed whether to grant the variance. Andrew Dodson, Engineer for Hawk Ridge Phases 1 and 2, addressed the Court's concerns regarding fire code and safety standards. Judge Becerra asked for the Fire Marshal to review the item and tabled it for later discussion.*

**Clerk's Note:** Item J-1 was reopened at 12:32 p.m.

*Marcus Pacheco stated there are no notes or comments relating to the development not meeting fire code. Andrew Dodson further addressed the Court's concerns regarding fire code and drainage. Commissioner Smith tabled the item for a later date to allow the Fire Marshal to complete his review, and asked Pacheco to change the item wording to clarify that this is not a variance that will be regularly granted. Commissioner Ingalsbe asked for the Transportation Department to review drainage for the development as well. No action taken.*

**39166** PLN-2218-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the Douglas Estates, D-11 Replat.

*Judge Becerra opened the Public Hearing at 12:12 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:12 p.m. Marcus Pacheco, Director of Development Services, provided background on the property, stated staff recommends disapproval due to missing subdivision fees, missing proof of required notice postings, and missing information on the plat, and asked the Court to grant Development Services the authority to review any resubmissions and grant approval or disapproval upon resubmission. Commissioner Smith spoke about remaining consistent with timelines and regulations.*

A motion was made by Commissioner Smith, seconded by Judge Becerra to disapprove the Douglas Estates, D-11 Replat (PLN-2218-PC).

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

**5 - 0 Passed - Unanimously**

**39167** PLN-2235-PC; Hold a Public Hearing; Followed by discussion and possible action regarding the Hurlbut Ranch West, PT of Tract 23, Replat.

*Judge Becerra opened the Public Hearing at 12:15 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:15 p.m. Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends disapproval due to missing subdivision fees, missing proof of required notice postings, and significant missing information on the plat, and asked the Court to grant Development Services the authority to review any resubmissions and grant approval or disapproval upon resubmission. Commissioner Shell clarified this action will allow Development Services to work with the applicant on deficiencies before approval.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to disapprove the Hurlbut Ranch West, PT of Tract 23, Replat (PLN-2235-PC).

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

**5 - 0 Passed - Unanimously**



**39168** PLN-2115-PRE; Discussion and possible action regarding Vista West Ranches, Lots 12A & 12B, Preliminary Plan.

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

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Vista West Ranches, Lots 12A & 12B, Preliminary Plan (PLN-2115-PRE).

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

**5 - 0 Passed - Unanimously**

**39169** Discussion and possible action to adopt an Order Authorizing Extraordinary Optional Redemption of a Portion of the Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) and the Hays County, Texas Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project).

*Jordan Powell, Assistant Criminal District Attorney - Civil Division, stated the developer prepaid some of their assessments. Julie Houston, Hays County Bond Counsel with the Law Firm of Orrick, Herrington & Sutcliffe, reviewed the county's options regarding what to do with the prepayments and suggested paying down principals.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt an Order Authorizing Extraordinary Optional Redemption of a Portion of the Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) and the Hays County, Texas Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project).

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

**5 - 0 Passed - Unanimously**

**39170** Discussion and possible action to adopt a Resolution Approving a La Cima South Public Improvement District Financing Agreement; Authorizing the Execution and Delivery of such Agreement; and Approving any Additional Actions Necessary in Connection Therewith.

*Commissioner Shell stated this is for La Cima South which was created in August 2022. Jordan Powell, Assistant Criminal District Attorney - Civil Division, explained the purpose of the Financing Agreement. Julie Houston, Hays County Bond Counsel, further elaborated on the Financing Agreement and stated this does not commit the county to spending any funds today, it just sets rules for development.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a Resolution Approving a La Cima South Public Improvement District Financing Agreement; Authorizing the Execution and Delivery of such Agreement; and Approving any Additional Actions Necessary in Connection Therewith.

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

**5 - 0 Passed - Unanimously**

**39171** Discussion and possible action to adopt a Resolution Approving a La Cima North Public Improvement District Financing Agreement; Authorizing the Execution and Delivery of such Agreement; and Approving any Additional Actions Necessary in Connection Therewith.

*Commissioner Shell stated this is for La Cima North, which was created in September 2022 after neighborhood meetings to address resident concerns. Jordan Powell, Assistant Criminal District Attorney - Civil Division, pointed out specific development parameters regarding landscape buffers on page 11 in section 3.10 of the Financing Agreement. Julie Houston, Hays County Bond Counsel, stated that except for the development parameters mentioned by Powell, this is substantially similar to the Financing Agreement for La Cima South.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a Resolution Approving a La Cima North Public Improvement District Financing Agreement; Authorizing the Execution and Delivery of such Agreement; and Approving any Additional Actions Necessary in Connection Therewith.



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

**39172** Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer on Wayside Drive, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly.

*Commissioner Smith asked about standardizing this process. Vickie Dorsett, Hays County Budget Officer, explained the county has a maintenance contract with WET, but when the cost exceeds \$2,000 and \$5,000 it requires a budget amendment, and the county does not have funds budgeted to repair damages caused by auto accidents or weather. Mike Jones, Director of the Office of Emergency Services, spoke about efforts made to mitigate damage, including applying for a grant for funds. Stephanie Hunt, First Assistant Auditor, explained the procurement process for these items.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer on Wayside Drive, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly.

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

**39173** Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to upgrading the York Creek Flasher 3 to an Advance Notice Flasher and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept a Proposal from Water & Earth Technologies (WET) related to upgrading the York Creek Flasher 3 to an Advance Notice Flasher and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D).

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

**39174** Discussion and possible action to approve the appointment of David Edwards as the Hays County representative to the Board of Commissioners of the Texas Housing Foundation, a Texas regional housing authority.

*Judge Becerra gave support for the appointment. Commissioner Smith spoke about Edwards' qualifications.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the appointment of David Edwards as the Hays County representative to the Board of Commissioners of the Texas Housing Foundation, a Texas regional housing authority.

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

**39175** Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and American Legion Post 290 Dripping Springs regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and American Legion Post 290 Dripping Springs regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

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



**39176** Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Buda VFW Post 12161 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Buda VFW Post 12161 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39177** Discussion and possible action to authorize the County Judge to execute the Hays County Social Service Funding Agreement between Hays County and Dripping Springs Water Supply Corporation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County Social Service Funding Agreement between Hays County and Dripping Springs Water Supply Corporation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39178** Discussion and possible action to authorize the County Judge to execute the Hays County Social Service Funding Agreement between Hays County and San Marcos Area Chamber of Commerce, Inc. regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

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

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

**5 - 0 Passed - Unanimously**

**39179** Discussion and possible action to consider granting a variance from Section 705.2.01 of the Hays County Development Regulations and allow issuance of a development authorization for an entry monument on a property along Yarrington Road for the Sunset Oaks Subdivision.

*Marcus Pacheco, Director of Development Services, explained the variance was requested so that a sign may be constructed without requiring a new plat. Commissioner Ingalsbe suggested looking at the county's development rules and determining how to address these types of requests in the future. Commissioner Smith stated there are often issues with signs being placed too close to right-of-way and discussed solutions with Commissioner Ingalsbe.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to grant a variance from Section 705.2.01 of the Hays County Development Regulations and allow issuance of a development authorization for an entry monument on a property along Yarrington Road for the Sunset Oaks Subdivision.

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

**5 - 0 Passed - Unanimously**

**39180** Discussion and possible action to grant a purchasing waiver to the Tax Assessor's Office to utilize BIS Consulting, LLC. to perform 2023 tax rate calculations, where BIS was not the lowest quote received.



*Jenifer O'Kane, Hays County Tax Assessor-Collector, explained this is for a new software that will integrate with the Hays Central Appraisal District's website, and the funds have already been approved in the budget.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to grant a purchasing waiver to the Tax Assessor's Office to utilize BIS Consulting, LLC. to perform 2023 tax rate calculations, where BIS was not the lowest quote received.

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

**5 - 0 Passed - Unanimously**

**39181** Discussion and possible action to execute a Master Lease Agreement with Ricoh USA, Inc. to add a copier for the Budget Office (\$155.01 monthly), IT Department (\$98.51 monthly) and Constable Precinct 4 Office (\$155.01 monthly) and amend the budget accordingly.

*Stephanie Hunt, Assistant County Auditor, clarified the Constable Precinct 4 Office only has a desktop printer and needs a full copier.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to execute a Master Lease Agreement with Ricoh USA, Inc. to add a copier for the Budget Office (\$155.01 monthly), IT Department (\$98.51 monthly) and Constable Precinct 4 Office (\$155.01 monthly) and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39182** Discussion and possible action to accept a proposal from Water & Earth Technologies (WET) in the amount of \$5,413.83 related to the repair/replacement of the damaged York Creek Road Flasher 1; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept a proposal from Water & Earth Technologies (WET) in the amount of \$5,413.83 related to the repair/replacement of the damaged York Creek Road Flasher 1; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39183** Discussion and possible action to accept a proposal from Water & Earth Technologies (WET) in the amount of \$10,241.15 related to the repairs of the damaged flasher at Jacobs Well and Cypress Creek and authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D).

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept a proposal from Water & Earth Technologies (WET) in the amount of \$10,241.15 related to the repairs of the damaged flasher at Jacobs Well and Cypress Creek and authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D).

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

**5 - 0 Passed - Unanimously**

**39184** Discussion and possible action to authorize the Development & Community Services Director to convert the GIS Specialist slot 0232-001 to a GIS Analyst position effective immediately.

*Marcus Pacheco, Director of Development Services, explained that downgrading the position will help with staff restructuring and task distribution. Judge Becerra recognized Pacheco for his leadership of Development Services.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Development & Community Services Director to convert the GIS Specialist slot 0232-001 to a GIS Analyst position effective immediately.





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

**39185** Discussion and possible action to authorize the part-time Justice Clerk slot 0855-005 to work full-time for the period of July 18 through July 26, 2023 for the Justice of the Peace Pct. 1-1 Office and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the part-time Justice Clerk slot 0855-005 to work full-time for the period of July 18 through July 26, 2023 for the Justice of the Peace Pct. 1-1 Office and amend the budget accordingly.

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

Discussion and possible action to approve a Scope of Work for a 10-year historical review and forensic audit to include the dates to review from January 1, 2012 through December 30, 2022.

*Daphne Tenorio, Hays County Treasurer, presented a proposal for a forensic audit of the Treasurer's Office to identify previous deficiencies, as well as policies and procedures. Commissioner Cohen asked for the Procurement Department to be involved. Commissioner Shell asked how this audit would differ from the work already done by the Auditor's Office. Marisol Villarreal-Alonzo, Hays County Auditor, explained her office's duties and ongoing audits. The Court discussed the direction they would like to take the audit in and how to improve the handover process for newly elected officials. Commissioner Shell suggested working with the Auditor and Texas Association of Counties (TAC) to develop policies and procedures. Judge Becerra spoke in favor of providing additional support to the Treasurer's Office. Villarreal-Alonzo suggested narrowing the scope of work for better results. Commissioner Smith spoke about the importance of continuity of operations and the duties of the Auditor's Office. Jordan Powell, Assistant Criminal District Attorney - Civil Division, reviewed options moving forward. Stephanie Hunt, Assistant County Auditor, spoke about the procurement process. No action taken.*

**Clerk's Note:** Judge Becerra called for a recess that began at 10:37 a.m. and resumed back into open court at 10:46 a.m.

**Clerk's Note:** Executive Session began at 12:41 p.m. and resumed back into open court at 1:10 p.m.

**Clerk's Note Agenda Item #L-1 RE:** *Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. - WAS PULLED.*

**39186** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.7495 acre, owned by ADBF, LLC, a Texas limited liability company and Studio Estates, LLC, a Texas limited liability company, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 56). Possible discussion and/or action may follow in open court.

*Commissioner Ingalsbe stated attempted negotiations between the parties have been unsuccessful and eminent domain is the county's remaining option for the construction of the proposed FM 2001 improvements.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell for the Commissioners Court of Hays County to authorize the use of the power of eminent domain to acquire fee simple interest in 0.7495 acre from property located along FM 2001, owned by ADBF, LLC, a Texas limited liability company and Studio Estates, LLC, a Texas limited liability company, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action.

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





**39187** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 110 in Pct. 1. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize \$7,655.00 payment to Sheets & Crossfield for additional work done on the FM 110 improvement project, Parcel 2N, as discussed in Executive Session and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Lion King. Possible discussion and/or action may follow in open Court.

*No action taken.*

Executive Session pursuant to Sections 551.071 and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the deployment of security device(s) located at the Hays County Government Center, 712 S. Stagecoach Trail, San Marcos. Possible discussion and/or action may follow in open court.

*No action taken.*

**39188** Discussion and possible action related to the burn ban.

*Mark Wobus, Hays County Fire Marshal, updated the Court on a recent fire and drought conditions, and asked for a burn ban order for 90 days. Judge Becerra thanked all involved with controlling the Vineyard Hill/Hilliard Road fire and spoke about the community response. Commissioner Smith spoke about the partnership between Hays County and surrounding emergency service districts and recognized law enforcement for their assistance. Judge Becerra recognized the Transportation Department for their work as well.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to implement a 90-day burn ban effective today, July 11, 2023.

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

**5 - 0 Passed - Unanimously**

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

*Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 582 for the week of July 2, 2023, with a peak of 595 inmates on July 6, 2023. The estimated cost for outsourcing inmates this week was \$157,090. The average number of outsourced males is 250 and females is 1. This week's inmates were housed in the following counties: Atascosa, Comal, Haskell, and Maverick. During the month of June 2023, the county jail trustees worked a total of 5,126 hours at a rate of \$12/hour for a savings of \$61,518. The jobs performed by the trustees range from kitchen, laundry, cleaning within the facility, and special project assignments. The number of "paper-ready" inmates who are now wardens of the state is 45. Commissioner Shell noted if the jail was fully staffed the county would not need to outsource inmates right now.*

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

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

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



July 11, 2023

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

Clerk's Note Agenda Item #M-7 RE: *Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director Pre-Trial Services Randy Focken.* - WAS PULLED.


#### ADJOURNMENT


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



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





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

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item

Approve the payment of the July 31, 2023 payroll disbursements in an amount not to exceed \$4,400,000 effective July 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

### Summary

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems.  
**SHELL/T.CRUMLEY**

### Summary:

The Hays County Parks Department and Countywide Operations utilize Checkfront Inc. as their online reservation system for Jacobs Well Natural Area, Dahlstrom Preserve, County pool vehicles, and the Government Center conference room reservations. The funding for this contract renewal is outlined in the FY24 proposed budget.

### Fiscal Impact:

Amount Requested: \$8,248.50

Line Item Number: 001-712-00.5429 \$748.50 (Pool Car and Conference Room Reservations)  
001-700-00.5429 \$7,500 (Park Reservations)

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY24 requested budget.

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Renewal of Contract

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing

New Revenue Y/N?: N/A

Comments:

---

### Attachments

Checkfront Renewal Agreement

## Checkfront Renewal Agreement

**Customer:** Hays County Parks Department

**Date:** 07 / 10 / 2023

**Contact:** Lisa Griffin

**Email:** lisa.griffin@co.hays.tx.us

**Phone:** 512 214 4593

**Billing Address:** 713 S. Stagecoach Trail San Marcos TX United States 78666

### Subscription Services

Product Name	Price	QTY	Subtotal
Enterprise Licence - Seats/Staff Accounts	\$625.00	12	\$7,500.00
Enterprise Licence - Seats/Staff Accounts	\$249.50	3	\$748.50
Total			<b>\$8,248.50</b>

*\*All Prices in USD*

*\*Additional Staff Accounts priced as per the pricing table above (per year/recurring) if more need to be added in the future.*

#### **Terms - SaaS Subscription Services:**

- Start Date: 10 / 01 / 2023
- Renewal Date: 10 / 01 / 2024

<b>Total Amount Payable:</b>	\$8,248.50 +applicable taxes
<b>Billing Frequency:</b> *Due at signing (100% of Subscription Services)	Annual
<b>Payment Terms:</b>	Net 30

### Terms & Conditions

The Customer is purchasing the Subscription & Professional Services set out above. This Sales Order is only valid and binding when executed by both parties and is subject to our terms of service that may be found at [www.checkfront.com/terms](http://www.checkfront.com/terms). The Terms of Service govern the relationship between us and form a binding part of this Sales Order. By entering into this Sales Order, the Customer agrees to accept and be bound by the Terms of Service. All remittance advice and invoice inquiries can be directed to [billing@checkfront.com](mailto:billing@checkfront.com). Please feel free to contact us with any questions.

This Agreement will commence on the Effective Date and continue to be in effect for a period of one (1) year (the "Term"). The Term will automatically renew for successive one (1) year terms unless either Party provides the other Party with written notice of its intention not to renew not less than 30 days prior to the end of the then current Term.

This Renewal/Sales Order and the Terms of Service are entered into and binding on the parties as of the Order Date set out above. This Order Form renews together with the Software as a Service Agreement (the "Agreement") entered May 22, 2018 ("Effective Date"), between Checkfront Inc. ("Checkfront"), and Hays County Parks Department (the "Customer")

**Checkfront Inc.**

**Hays County Parks Department**



Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Susan Catchuk

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

Title: Director of Customer Success

Title: \_\_\_\_\_

Date: 07 / 10 / 2023

Date: \_\_\_\_\_

**Thank you for your business!**



AGENDA ITEM REQUEST FORM: **G. 7.**

## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor:

Commissioner Smith

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### Agenda Item

Approve the reappointment of Scott Roberts to the board of the Driftwood Economic Development Municipal Management District, four year term ending June 30, 2027. **SMITH**

### Summary

See attached resolution.

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### Attachments

Resolution - Scott Roberts





## **RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

**WHEREAS**, Driftwood Economic Development Municipal Management District (the “District”) was created by House Bill 4825, Acts of the 81<sup>st</sup> Texas Legislature, Regular Session, which is now codified as Chapter 3858 of the Special District Local Laws Code (the “Creation Statute”);

**WHEREAS**, the Creation Statute was amended by House Bill 2259, Acts of the 84<sup>th</sup> Texas Legislature, Regular Session, to provide, in Section 3858.052(1) of the Creation Statute, that Position 1 of the District board of directors shall be a person appointed by the Hays County Commissioners Court (the “Court”);

**WHEREAS**, Scott Roberts is the individual who meets the above-referenced qualification requirement of the Creation Statute;

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The Court finds that Scott Roberts is the individual who meets the director qualification requirement of Section 3858.052(1) of the Creation Statute.

**Section 2.** The Court reappoints Scott Roberts to the Board of Directors of the District.

**PASSED AND APPROVED the 25<sup>th</sup> day of July, 2023.**

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Ruben Becerra  
Hays County Judge

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Debbie Ingalsbe  
Commissioner, Precinct 1

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Dr. Michelle Cohen  
Commissioner, Precinct 2

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Lon A. Shell  
Commissioner, Precinct 3

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Walt Smith  
Commissioner, Precinct 4

**ATTEST:**

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Elaine H. Cardenas, MBA PhD,  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Hays County Texas



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize Building Maintenance to use existing funds to purchase a mobile trailer pressure washer and amend the budget accordingly. **SHELL/T.CRUMLEY**

### Summary:

In the FY23 budget, Building Maintenance was approved \$11,000 to purchase a mobile trailer pressure washer. Upon purchase, the cost of the equipment with shipping is \$11,745 which is \$745 over the approved budget. The additional funds have been identified in the Building Maintenance general operating budget, and we would request that a budget amendment be approved to cover the additional cost.

### Fiscal Impact:

Amount Requested: \$745

Line Item Number: 001-695-00.5719\_700

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$745 - Increase Misc. Equipment\_Capital 001-695-00.5719\_700

(\$745) - Decrease General Supplies 001-695-00.5201

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Omnia Partners Contract 16154

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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### Attachments

Home Depot Quote - Pressure Washer

FY23 Approved Budget

# Quote Detail

<b>Customer:</b> HAYS COUNTY	<b>Shipped To:</b>	Subtotal	\$10,667.55
<b>Customer ID:</b> 1087891	712 S STAGECOACH TRAIL	Tax	\$0.00
<b>Quote ID:</b> 45281261	STE 1071 PAINT170009/MRO16154/JANS22-07	Shipping	\$1,077.42
<b>Quote Description:</b> Simpson Pressure Washer	SAN MARCOS, TX 78666	Handling	\$0.00
<b>Quote Date:</b> 7/18/2023		Total	\$11,744.97

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
3583856	SIMPSON Mobile Trailer 4000 PSI 4.0 GPM Gas Hot Water Professional Pressure Washer with HONDA GX390 Engine	\$10,667.55	1	Each	\$10,667.55
				<b>Subtotal</b>	\$10,667.55
				<b>Tax</b>	\$0.00
				<b>Shipping</b>	\$1,077.42
				<b>Handling</b>	\$0.00
				<b>Total</b>	\$11,744.97

## Questions about this quote?

Contact our Customer Service representatives at 1-866-412-6726

# FY 2023 Capital Equipment & Projects - Commissioners' Court Adopted

Budget Year 2023						
Fund/Dept REQUESTED	2023		2023 Budget Office	No.		
	Qty	Cost Per Unit	Requested	Qty	Recommended	of 2023 Court Adopted
Department 677 - Human Resources						
5711_400 Office Equipment Operating Shredder (Replacement)	1	2,000	2,000	0	-	0
			2,000		0	-
Department 680 - Information Technology						
5711_400 Office Equipment Operating Sever/IDF Emergency Equipment Replacement	1	4,000	4,000	0	moved to .5712_400	0
			4,000		0	0
Department 695 - Building Maintenance						
5719_400 Miscellaneous Equipment Operating Expense Graco FieldLazer S100 Sports Field Line Striper	1	3,009	3,009	1	3,009	1
			3,009		3,009	3,009
5719_700 Miscellaneous Equipment Capital Outlay Trailer-Mounted Hot Water Commercial Pressure Washer	1	11,000	11,000	1	11,000	1
			11,000		11,000	11,000
Total Building Maintenance			14,009		14,009	14,009
Department 700 - Parks Administration						
5719_400 Miscellaneous Equipment Operating Expense Landmark Series Outdoor Trash Cans	10	900	9,000	10	9,000	10
Metal Picnic Tables	10	1,070	10,700	10	10,700	10
			19,700		19,700	19,700
5719_700 Miscellaneous Equipment Capital Outlay 8 Seat Club Car - Sentinel Peak Golf Cart	1	20,000	20,000	1	20,000	1
Commercial Zero-Turn Mower	1	13,000	13,000	1	13,000	1
			33,000		33,000	33,000
Department 700 - Parks Administration continued						
5741 Misc Capital Improvements Classic Cedar Pergola	4	7,000	28,000	4	28,000	4
Storage Shed - Sentinel Peak	1	15,000	15,000	1	15,000	1
			43,000		43,000	43,000
Total Parks Administration			95,700		95,700	95,700
Department 716 - Recycling and Solid Waste						
5714_700 Heavy Equipment Capital John Deer Tractor (roll FY22 PO)	0	-	-	0	-	1
			0		0	46,734
			4,469,705		14,396,517	15,148,513
Fund 001 - General Fund Totals						
Fund 011 - American Rescue Plan Fund						
Cost Center 763-99-159 - County Wide Projects						
5715_700 Communication Equipment Capital Radio Tower Infrastructure (roll FY22)	0	-	-	0	-	1
			0		-	2,669,000
					-	2,669,000



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Accept donations totaling \$76,950.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

### Summary:

The Hays County Child Protective Board has received grants utilizing the county federal tax identification number as authorized from the following:

- \$75,000 Emmett & Miriam McCoy Foundation (annual disbursement)
- \$500 Mary K. Fulton
- \$450 Beta Sigma Phi
- \$1,000 Costal Agricultural Supply, Inc

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:

- >Basic Clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by government programs
- >Provide support for CPS caseworkers participation in professional training
- >Increase public awareness of child abuse

### Fiscal Impact:

Amount Requested: None

Line Item Number: 001-895-98-354.4610/5600

### Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$76,950) - Increase Contributions 001-895-98-354.4610

\$76,950 - Increase Project Expense 001-895-98-354.5600

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

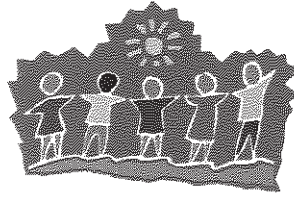
New Revenue Y/N?: Yes, \$76,950 Contributions

Comments:

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### Attachments

Donation Letter




## Hays County Child Protective Board

605 Rogers St.  
San Marcos, Texas 78666

Memorandum  
June 20, 2023

To: Vickie Dorsett, Budget Director  
Hays County Budget Office  
111 E. San Antonio St.  
San Marcos, TX 78666

From: Mary Cauble, Treasurer   
Hays County Child Protective Board  
401 (C) Broadway  
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a grant from the McCoy Foundation and donations from Mary K Fulton, Beta Sigma Phi, and Coastal Agricultural Supply, Inc. the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- \$75,000 Emmett & Miriam McCoy Foundation (annual disbursement)
- \$500 Mary K Fulton
- \$450 Beta Sigma Phi
- \$1,000 Coastal Agricultural Supply, Inc

Please let me know if you have any questions.

Your assistance is always very much appreciated.

*Mary Cauble*  
*Thanks*  
*Mary*

CAT: MISC  
REC: Hays CO CHILD PROTECTIVE  
BOARD  
CODE:  
DES: GRANTS & DONATIONS  
RECEIVED CKS#



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Brett Littlejohn

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the execution of a Rental Agreement with Industrial Communications for the Hays County Juvenile Detention Center effective March 20, 2023, pursuant to DIR contract DIR-TSO-4115. **INGALSBE/LITTLEJOHN**

### Summary:

The Juvenile Detention Center is renewing its rental agreement with Industrial Communications for their radio rentals, total \$9,330.00 for six months.

### Fiscal Impact:

Amount Requested: \$9,330.00

Line Item Number: 070-685-00.5473

### Budget Office:

Source of Funds: Juvenile Detention Center Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, DIR-TSO-4115

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

New Revenue Y/N?: N/A

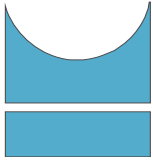
Comments:

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### Attachments

Industrial Communications Quote

Industrial Communications - T&C



# INDUSTRIAL COMMUNICATIONS

1019 E. EUCLID AVE, SAN ANTONIO, TX 78212 (210) 226-3682 FAX (210) 226-1100

802 S. PADRE ISLAND DR, CORPUS CHRISTI, TX 78416 (361) 853-9943 FAX (361) 853-0790

## Rental Order

RENTAL ORDER#		SALES CONSULTANT		REQUESTED SHIP		PAGE#	OF PAGES	ORDER DATE	PO#
		Lori Erben		03/20/2023		1	1	03/20/2023	
RENTED TO		PHONE		SHIP TO		PHONE		PRIMARY SALES REP	
Hays County Juvenile Center								29	
ATTN:				CONTACT				RENTAL PERIOD	
Joel Ware Jr. 512-393-5220 Ext. 11212								DAILY	
ADDRESS:				ADDRESS				WEEKLY	
								MONTHLY	
2250 Clovis Barker Rd								SEE SPEC.INSTR.	
CITY		STATE		ZIP		CITY		STATE	
San Marcos		TX		78666				ZIP	
ITEM #	QTY	DESCRIPTION		UNIT #	UNIT PRICE	EXTENDED	DATE & TIME OUT		DATE & TIME IN
1	1	UHF Repeater		2932	\$275.00	\$275.00	Monthly		
2	1	Repeater Antenna				\$ -			
3	1	Repeater Base Mic							
4	32	UHF Portables			\$40.00	\$1,280.00	Monthly		
		w/Antenna, Battery, Clip				\$ -			
5	5	Multi-chargers				\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
						\$ -			
SPECIAL INSTRUCTIONS AND/OR BILLING					Subtotal	\$9,330.00	Notes:		
					Contract Rental Term is:				
					3/20/2023 - 9/30/2023				
Local Tax Rate					8.25 %				
EMAIL ADDRESS:					Tax	\$0.00			
					Total	\$9,330.00			
BEFORE SIGNING, PLEASE READ THE BACK OF THIS RENTAL AGREEMENT. YOUR SIGNATURE IS AN OFFER TO RENT THE PRODUCTS LISTED ABOVE									
WHICH, IF ACCEPTED BY INDUSTRIAL COMMUNICATIONS, WILL BE A RENTAL AGREEMENT WITH THE TERMS AND CONDITIONS LISTED BELOW									
AUTHORIZED CUSTOMER SIGNATURE					DATE	PHONE			
CUSTOMER PRINTED NAME									



**THESE TERMS AND CONDITIONS APPLY TO RENTAL TRANSACTIONS AS SPECIFIED ON THE REVERSE SIDE OF THIS DOCUMENT.**

1. **ACCEPTANCE.** This document is an offer by the Lessee, which will become a contract when acknowledged in writing by Industrial Communications' office, and the banking, negotiation or other use of the down payment shall not constitute an acceptance hereof by Industrial Communications, (Lessor hereinafter). It is agreed that leases are made only on the terms and conditions herein. Lessor shall not be bound by terms and conditions in Lessee's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of or payment for leases hereunder shall constitute an acceptance of these terms and conditions.
2. **DEFINITIONS.** All references to Lessor herein shall mean Industrial Communications and all references to Lessee shall mean the Customer named on the other side of this document.
3. **SHIPPING AND HANDLING.** Shipping and Handling charges when shown separately on the other side of this document include (prepaid) domestic surface and air freight which will be included on the applicable invoice. (e.g., UPS, Parcel Post, Common Carrier.) Freight charges are subject to frequent change and in consideration of Lessor's agreement to hold to the charges stated, Lessee agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that Lessor will not have to provide Lessee with any copies of carrier freight bills.
4. **DELIVERY AND TITLE.** Unless otherwise stated on the other side of the form, all deliveries are FOB Lessor. Shipping or delivery dates are best estimates only. Lessor reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Lessee of its obligation to accept and pay for remaining deliveries. Lessor shall retain title and right to possession for all equipment under this agreement. Lessee is entering into this contract for the purpose of leasing the equipment from Lessor for the duration and at the rates specified on this contract.
5. **COMMERCIAL WARRANTY.** Lessor warrants operational performance of equipment to be within manufacturers' specifications for said equipment. Because each radio system is unique, Lessor disclaims liability for range, coverage, or operation of the system as a whole under this warranty except by a separate agreement signed by an officer of the Lessor. Lessee agrees to notify Lessor immediately of any performance problems with equipment.  
**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
6. **DAMAGE/USE OF EQUIPMENT.** Repairs and service of the equipment is covered under this agreement at no charge to the Lessee if equipment has become defective through normal wear and usage. Service does not include the repair of equipment which has otherwise become defective including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, and fires. Service performed for non covered repairs will be billed to the Lessee at prevailing shop rates and is not covered under this agreement unless a Damage Waiver Fee is contracted for and indicated on the reverse side of this contract. Lessee agrees to use equipment in proper and customary manner, using reasonable care, and in environmental conditions as set forth in the product specifications. Damage resulting from environmental conditions not conforming to the specifications are billable to the Lessee.
7. **DAMAGE WAIVER.** Damage Waiver Fee will cover minor to moderate physical or electronic or environmental damage. It will not cover major or unrepairable damage, theft, or loss.
8. **TERM AND RENT.** The term of this lease shall commence as of the date that any of the equipment is delivered to Lessee or Lessee's agent (commencement date). The term shall thereafter continue until all obligations of the lessee under the lease shall have been fully performed. Advance rents shall not be refundable if the lease term for any reason does not commence or if this lease is duly terminated by lessor. The installments of rent on monthly term rentals shall be payable monthly in advance, the first such payment being due on the commencement date, or such later date as Lessor designates in writing, and subsequent payments being due on the same day of each successive month thereafter until the balance of the rent and any additional rent or expenses chargeable to Lessor under this lease shall have been paid in full. Lessee's obligation to pay such rents shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
9. **LOSS/THEFT.** If equipment is not returned for any reason Lessee agrees to pay Lessor in full for purchase price of the equipment at the current price rate.
10. **PAYMENT.** The Lessee shall prepay the entire term of this rental in advance of equipment receipt unless Lessee has established a Credit Approved Account with Lessor, in which case payment will be made within thirty (30) days after the date of invoice for each rental installment or other charge unless stated otherwise on reverse side of this document. The Lessee shall make net payment to Lessor in accordance with these provisions at Industrial Communication's office at 1019 E. Euclid Ave., San Antonio, TX 78212 or at such other place as Lessor may designate.
11. **TAXES.** Except for the amount, if any, of state and local tax stated on the other side of this document, the prices set forth herein are exclusive of any amount for Federal, State, and/or Local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or Lessor is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Lessee shall pay to Lessor the full amount of any such increase no later than thirty (30) days after receipt of an invoice, therefore.
12. **TERMINATION AND CANCELLATION.**
  - A. Lessor shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include but are not limited to strikes, acts of a God, acts of the Lessee, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in FCC frequency authorization or license grant. The delivery schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event the Lessor is unable to wholly or partially perform because of any cause beyond its control, Lessor may terminate any contract without any liability to Lessee.
  - B. Lessee is contracted through the term specified for the equipment and liable for payment of that equipment through the number of days applicable to the term at the rate specified. Early turn in of equipment does not release Lessee of liability of payment through the term.
13. **TECHNICAL ASSISTANCE.** Lessor's warranty shall not be enlarged and no obligation or liability shall arise out of Lessor's rendering of technical advice, facilities or service in connection with Lessee's purchase of the products furnished.
14. **FCC MATTERS.** The Lessee is solely responsible for complying with FCC rules, and with the rules and regulations of any other federal, state or local regulatory agency. **Neither Lessor nor any of its employees is an agent or representative of the Lessee in FCC matters or otherwise.**
15. **CONTROLLING LAW.** This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Texas.
16. **LIMITATION OF LIABILITY.** Lessor's total liability is limited to the total price of the products leased hereunder. Lessee's sole remedy is to request Lessor at Lessor's option, to either refund the rental price, repair or replace product (s) that are not functioning. In no event will Lessor be liable for incidental or consequential damages. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon an open account.
17. **WAIVER.** The failure of Lessor to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or conditions or the future exercise of such right, but the obligation of the Lessee with respect to such future performance shall continue in full force and effect.
18. **GENERAL.**
  - A. Lessee acknowledges that it has read and understands these terms and conditions and agrees to be bound by them, that it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.
  - B. No modification hereof shall be binding upon Lessor unless such modification is in writing signed by a duly authorized representative of Lessor.
  - C. If any part is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.
  - D. Equipment rental shall include one single unit battery charger and one carry holder or clip per portable rented. All repeater and air-time charges are covered under this agreement unless equipment is to be leased on Lessee's existing system in which case Lessee is responsible for the charges. Telephone interconnect charges are not covered under this agreement. A minimum charge of \$35.00 will be applied under this agreement.



**INDUSTRIAL COMMUNICATIONS**

1019 E. EUCUD AVE. • SAN ANTONIO, TX 78212-4598 • (210) 226-3682 • FAX (210) 226-4072  
802 S. PADRE ISLAND DR. • CORPUS CHRISTI, TX 78416-2506 • (361) 853-9943 • FAX (361) 853-0790



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2023 quarterly financial reporting. **BECERRA/DORSETT**

### Summary:

Budget Amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

### Fiscal Impact:

Amount Requested: No additional funds required

Line Item Number: Various

### Budget Office:

Source of Funds: Various

Budget Amendment Required Y/N?: Yes

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Judge Sandra Bryant

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Smith

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### Agenda Item:

Authorize the Justice of the Peace, Pct. 5 Office to purchase a building security camera system from Security One, Inc. utilizing the Justice Court Building Security Fund, authorize a waiver to the Purchasing Policy, and amend the budget accordingly. **COHEN/SMITH/BRYANT**

### Summary:

The JP 5 Office is requesting a replacement 8-channel network video recorder (NVR) with seven cameras and two monitors for increased security measures. Funding is available within the Justice Court Building Security Fund for the one-time costs.

### Fiscal Impact:

Amount Requested: \$5,705.93

Line Item Number: 110-630-00.5719\_700

### Budget Office:

Source of Funds: Justice Court Building Security Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,706 - Increase JP5 Misc. Equipment\_Capital 110-630-00.5719\_700

(\$5,706) - Decrease Non-Dept General Supplies 110-000-00.5201

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the Purchasing Policy from obtaining three quotes.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Attachments

Security One Quote

Security One, Inc  
716 W. Byrd Blvd  
Universal City, TX 78148  
210-341-8900



### WORK ORDER

NAME Hays County PCT 5 PHONE 512-295-2700  
ADDRESS 500 Jack C Hays Trail  
CITY Buda TEXAS 78610  
BILLING # Camera System CSID # \_\_\_\_\_ ☒ Tax Exempt  
DATE June 20, 2023 ☒ Chargeable ☐ Non-Chargeable  
*This proposal is valid for 60 days from above date*

### DESCRIPTION OF WORK

Installation of a 8 Channel NVR to replace current NVR. Tech we will replace 7 existing Cameras as follows: 1 Camera just outside IT Closet, 1 Camera inside front entry, 1 Camera outside front entry, 1 Camera in breakroom facing back door, 2 Cameras in Courtroom, 1 Camera at rear of building. NVR will be located in the IT Closet, rack will be lowered to make room for monitor. Tech will provide any training required for proper use of the system.

Upon accepting this quote a 50% deposit will be due and balance when the job is complete. (initials).

Installation of an additional monitor in Judge's Office Wall Mount

Additional charges will apply if any wiring is found to be bad

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	8 Channel NVR with 8 TB Hard Drive	\$5,705.93	\$5,705.93
2	21" Monitor		\$0.00
7	4 MP - IP Camera		\$0.00
7	Camera Back Box		\$0.00
2	25' HDMI Cable		\$0.00
1	Monitor Wall Mount Bracket		\$0.00
2	2 Techs / 1 Day		\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		<b>Total Materials</b>	\$5,705.93
		<b>Tax</b>	\$470.74
		<b>TOTAL</b>	\$6,176.67

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.  
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001



**1. INSTALLATION:** 1.1 The customer agrees to have the system installed by The Company. 1.2 The Company agrees to furnish all the material and labor necessary for the installation.

**2. PRICE, PAYMENT, AND OWNERSHIP:** 2.1 The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. 2.2 Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. 2.3 All equipment is leased to The Customer unless otherwise noted on the front of this document. 2.4 All purchased equipment remains the property of The Company until paid in full.

**3. LIABILITY OF COMPANY:** The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.

**4. WARRANTY:** The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

**5. DISCLAIMER OF WARRANTIES:** Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

**6. ACCEPTANCE OF INSTALLATION:** Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

**7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN:** The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

**8. INDEMNIFICATION:** The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

**9. SELLER IS NOT AN INSURER:** It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

**10. GENERAL PROVISIONS:**

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

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

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

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

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

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

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

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

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

**Section Headlines.** The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

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

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

(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and (b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the execution of Amendment one to the Courthouse Grounds Renovation Contract (IFB 2023-B14) in relation to additional work to remove, and haul off the posts surrounding the courthouse grounds, in the amount of \$6,396.00.

**INGALSBE/T.CRUMLEY**

### Summary:

Additional work was requested by Hays County to remove the posts around the courthouse. Diamondback Landscaping & Lawn Care, Inc. have provided a quote for the removal and haul off of the post, as well as filling any holes needed after the pole removal.

### Fiscal Impact:

Amount Requested: \$6,396

Line Item Number: TBD

### Budget Office:

Source of Funds: Hays County/City of San Marcos TIRZ #5

Budget Amendment Required Y/N?: TBD

Comments: Project will need to be budgeted once funding agreement with the City of San Marcos is finalized.

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, IFB 2023-B14, Courthouse Grounds Renovation

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD

Comments:

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## Attachments

IFB 2023-B14 Contract Amendment

Post Removal Quote

# First Amendment to the Courthouse Grounds Renovation Contract (IFB 2023-B14 Courthouse Grounds Renovation)

1. This First Amendment to the Courthouse Grounds Renovation Contract (the "First Amendment"), attached as *Exhibit "A"* and executed May 23, 2023 (the "Agreement"), is made this 25<sup>th</sup> day of July 2023, by and between **Hays County, Texas ("Client")** and **Diamondback Landscaping & Lawn Care, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following services shall be added to the contract:  
a. Removal of Fence Posts and clean up: \$6,396.00

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

**HAYS COUNTY, TEXAS**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Diamondback Landscaping & Lawn Care, Inc.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Elaine Cardenas, Hays County Clerk



# Estimate

DATE	ESTIMATE #
6/29/2023	25867

Diamondback Landscaping & Lawn Care,  
EIN#74-2723064  
294 Hidden Farms Drive  
San Marcos, TX 78666-2125  
#512-392-3808

NAME / ADDRESS
HAYS COUNTY COURT HOUSE 111 E SAN ANTONIO ST SAN MARCOS, TX

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
GENERAL CLEAN-UP (REMOVAL OF FENCE POST, HAUL OFF AND FILL HOLES WITH SOIL)		0.00	0.00
LOADS HAUL OFF (POST WILL HAVE TO BE DISPOSED OF AT THE DUMP)	2	690.00	1,380.00
LOADS OF TOPSOIL	2	225.00	450.00
MACHINE WORK AND LABOR		4,566.00	4,566.00
THANK YOU, TOBY		TOTAL	\$6,396.00



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Amend the Local Health Department Hazards grant budget for additional travel funds needed related to the 2023 PHEP training that was held in Temple, Texas. **INGALSBE/T.CRUMLEY**

### Summary:

Juli Barksdale with the Local Health Department attended the annual PHEP training which was held at the DSHS Region 7 office in Temple, Texas. Additional funds are needed to cover the mileage reimbursement associated with her travel to this training.

### Fiscal Impact:

Amount Requested: \$130

Line Item Number: 120-675-99-058.5501

### Budget Office:

Source of Funds: Family Health Services Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$130 - Increase Travel 120-675-99-058.5501

(\$130) - Decrease Continuing Education 120-675-99-058.5551

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

**Hays County Commissioners Court**

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

**Agenda Item**Approve Utility Permits. **SMITH/INGALSBE/BORCHERDING****Summary**

TRN-2023-6500-UTL	Spectrum proposes to install 280 LF of overlash aerial fiber across Goldenwood Way. (1) 12x8 bucket truck to be parked at each pole for 15-30 minutes to perform the work. Poles will be accessed from private property and shoulder (TXDOT: TCP1-1-18)
TRN-2023-6424-UTL	Texas Gas Service proposes to road cut 2 - 25' x 2' trenches across Ledgestone Drive inclusive to the street and driveway. Developer of site proposes to restore (overlay) Hays County maintained section after development has been completed.
TRN-2023-6266-UTL	The San Marcos Center Point Water Line Extension Project consists of 3000 LF of 12-inch water main along Center Point Road and approximately 20 LF of 16-inch water main along Old Bastrop Highway. The proposed water line ties into the CR266 16" Water Line Project at the 16"x16" tee located at the Center Point Road and Old Bastrop Highway intersection approximately 9 feet from the edge of the right-of-way. The trenchless crossing at Old Bastrop Highway is approximately 87 LF of 12-inch PVC encased in 24-inch steel encasing pipe.
TRN-2023-6434-UTL	WTCPUA proposes to bore for water service line under Canywood Drive.
TRN-2023-6553-UTL	WTCPUA proposes to bore across Bear Creek Drive to provide a service line tie in from main water line.
TRN-2023-6594-UTL	WTCPUA to bore/cut across Long Creek Road to install water service line.

**Attachments**

Permit  
Plan Set  
Permit  
Plan Set  
Permit  
Plan Set  
Permit  
Site Plan  
Permit  
Site Plan  
Permit  
Site Plan



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

**\*\* Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. \*\***

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

### General Special Provisions:

1. Construction of this line will begin on or after 7/17/2023 .

### Utility Company Information:

Name: Spectrum

Address: 810 W Howard Austin TX

Phone: 5128458892

Contact Name: Robert Saucedo

### Engineer / Contractor Information:

Name: Quarry

Address: TX

Phone: 9729980689

Contact Name: Aaron Barry

### Hays County Information:

Utility Permit Number: TRN-2023-6500-UTL

Type of Utility Service: Fiber

Project Description:

Road Name(s): Goldenwood Way, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☐ Boring

☐ Trenching

☒ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script that reads "Roland Chapman".

Permit Coordinator

07/19/2023

Signature

Title

Date

**SHEET INDEX:**

- 1. COVER SHEET
- 2. AERIAL UTILITY PLAN



**SPECTRUM**

**4705121**

**16670 GOLDENWOOD WAY  
AERIAL IMPROVEMENTS**

**PROJECT INFORMATION:**

STREET ADDRESS:  
16670 GOLDENWOOD WAY  
AUSTIN, TEXAS 78737

OWNER:  
BRYAN GALPIN  
SPECTRUM  
810 W HOWARD LN  
AUSTIN, TX 78753  
BRYAN.GALPIN@CHARTER.COM  
512-539-1839

CONTACT:  
BRENT GURLEY  
LJA ENGINEERING, INC  
2700 LA FRONTERA, SUITE 150  
ROUND ROCK, TX 78681  
BGURLEY@LJA.COM  
512-439-4756

**SUBMITTAL PREPARED BY:**

**LJA Engineering, Inc.**  
FRI - F-1386

7500 BALTO BLVD, STE 150  
AUSTIN, TEXAS 78755  
(512) 439-4700  
TBPE FIRM REGISTRATION: F-1386

CONTACT:  
JULIANT COWELL, PE  
PH: (512) 439-4717

280 LF NEW BUILD FOC





- LEGEND
- EXISTING ROW
  - PROP OVERHEAD
  - PROP OVERLASH
  - PROP ANCHOR
  - PROP SLACK SPAN
  - PROP SLACK LOOPS
  - FIBER OPTIC SPLICE
  - COAXIAL CABLE SPLICE
  - EXISTING POLE
  - POLE W/ RISER
  - FOREIGN POLE
  - CONCRETE POLE
  - STEEL POLE

- NOTES
- POLE LINE MAY BE LOCATED IN EXISTING ROW OR ADJACENT TO EXISTING UTILITIES AND ROW
  - BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION CITY GIS DATA, AND FIELD SURVEY DATA. NO FIELD OR SURVEY WORK PERFORMED.



SPECTRUM  
4705121  
16670 GOLDENWOOD WAY

AERIAL IMPROVEMENTS			
DESIGN BY:	AG	SCALE:	1"=100'
DRAWN BY:	AG	HORIZONTAL:	
CHECKED BY:	DS	VERTICAL:	N/A
APPROVED BY:	JB	SHEET:	1 OF 1
PROJECT	NO:2605-23-C159	DATE:	6/29/2023
			PAGE: 2



# Hays County Transportation Department

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

### General Special Provisions:

1. Construction of this line will begin on or after 6/1/2023 .

### Utility Company Information:

Name: TEXAS GAS SERVICE

Address: 9228 TUSCANY WAY AUSTIN TX

Phone: 5124211531

Contact Name: TEXAS GAS SERVICE TGS

### Engineer / Contractor Information:

Name: Texas State Utilities

Address: 2601 E. Howard Lane MANOR TX 78653

Phone:

Contact Name: Texas State Utilities

### Hays County Information:

Utility Permit Number: TRN-2023-6424-UTL

Type of Utility Service: COMMERCIAL GAS LINE

Project Description:

Road Name(s): 235 Ledge Stone Dr, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☐ Boring

☒ Trenching

☐ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script that reads "Roland Chapman".

Permit Coordinator

07/19/2023

Signature

Title

Date



S1 TOTAL CFH =	5000
S2 TOTAL CFH =	15000
S3 TOTAL CFH =	3000
TOTAL CFH =	4000



PAVING SCHEDULE			
AREA	REMOVE	INSTALL	MATERIAL
A	82 SQFT	82 SQFT	ASPHALT
	-	6 CY	FLOWABLE FILL
B	82 SQFT	82 SQFT	ASPHALT
	-	6 CY	FLOWABLE FILL

MATERIALS		
ITEM #	QTY.	DESCRIPTION
34000670	2	HM PE TAP TEE
34001210	6	EFT (1/400 SERIES)
24000807	3	TEST STATION (YELLOW GROUND)
34000670	2	PE W/UNE TEE
34000345	8	PE 8" ELBOW
11000112	4	SERVICE RISER (H4E402)
09-10000105	4	PLUG
30000156	1108 LF	CAUTION TAPE
34000075	1308 LF	YELLOW TAPEX W/RE



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## UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2023-6266-UTL

Type of Utility Service: PVC C900 DR 14 Water Line

Project Description:

Road Name(s): Old Bastrop Highway and Center Point Road, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒ Boring

☒ Trenching

☐ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink that reads "Roland Chan".

07/19/2023

Signature

Title

Date



R N

# CITY OF SAN MARCOS

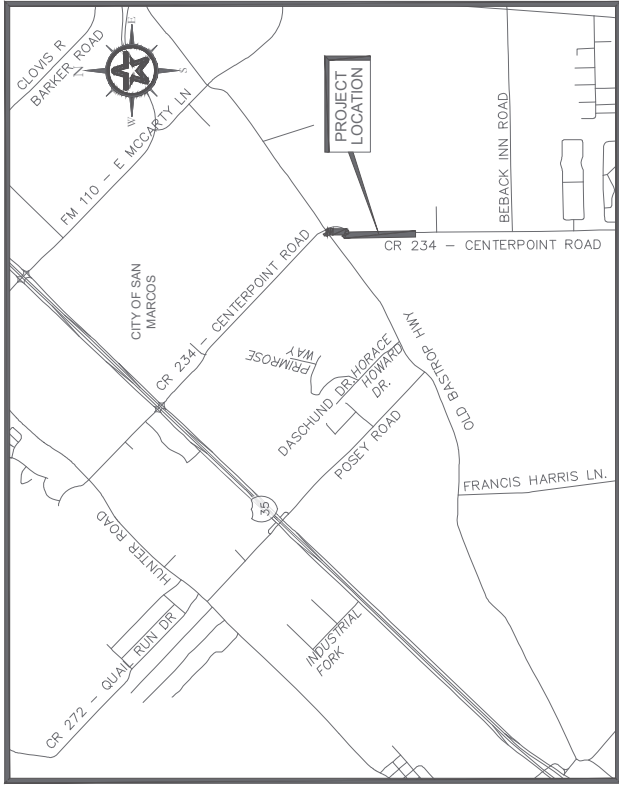
N R N R N N N  
INSTALLATION OF APPROXIMATELY 2,997 LF OF 12-INCH AND 26 LF OF 16-INCH PRESSURIZED POTABLE  
WATER LINE TO SERVE RESIDENCES ALONG CENTERPOINT ROAD TO OLD BASTROP HIGHWAY

N R

## CITY COUNCIL

- MAYOR JANE HUGHSON  
COUNCIL - PLACE 1 MATTHEW MENDOZA  
COUNCIL - PLACE 2 SAUL GONZALES  
COUNCIL - PLACE 3 ALYSSA GARZA  
COUNCIL - PLACE 4 SHANE SCOTT  
COUNCIL - PLACE 5 MARK GLEASON  
COUNCIL - PLACE 6 JUDE PRATHER

OWNER  
CITY OF SAN MARCOS  
630 E. HOPKINS  
SAN MARCOS, TEXAS 78666



# 90% SUBMITTAL



T.B.P.E. Registration No. 8893

## DRAWING INDEX

SHEET TITLE  
COVER SHEET

- C001 PROJECT NOTES (1 OF 2)  
C002 PROJECT NOTES (2 OF 2)  
C003 STORM WATER POLLUTION PREVENTION PLAN  
C004 ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS  
C005 QUANTITY TAKE OFF, TREE LIST, JOINT RESTRAINT TABLE  
C006 LEGENDS ABBREVIATIONS & SYMBOLS  
C007 PROJECT LAYOUT & SURVEY CONTROL  
C008 ESC, TREES & RESTORATION 1  
C009 ESC, TREES & RESTORATION 2  
C010 ESC, TREES & RESTORATION 3  
C011 ESC, TREES & RESTORATION 4  
C100 CIVIL  
C101 WATER LINE STA. 0+00 TO 5+00  
C102 WATER LINE STA. 5+00 TO 10+00  
C103 WATER LINE STA. 10+00 TO 15+00  
C104 WATER LINE STA. 15+00 TO 20+00  
C105 WATER LINE STA. 20+00 TO 25+00  
C106 WATER LINE STA. 25+00 TO END  
DETAILS  
C300 ESC & TREE PROTECTION DETAILS (1 OF 5)  
C301 ESC & TREE PROTECTION DETAILS (2 OF 5)  
C302 ESC & TREE PROTECTION DETAILS (3 OF 5)  
C303 ESC & TREE PROTECTION DETAILS (4 OF 5)  
C304 C300 ESC & TREE PROTECTION DETAILS (5 OF 5)  
C305 CIVIL DETAILS (1 OF 6)  
C306 CIVIL DETAILS (2 OF 6)  
C307 CIVIL DETAILS (3 OF 6)  
C308 CIVIL DETAILS (4 OF 6)  
C309 CIVIL DETAILS (5 OF 6)  
C310 CIVIL DETAILS (6 OF 6)  
C311 TRAFFIC CONTROL DETAILS (1 OF 5)  
C312 TRAFFIC CONTROL DETAILS (2 OF 5)  
C313 TRAFFIC CONTROL DETAILS (3 OF 5)  
C314 TRAFFIC CONTROL DETAILS (4 OF 5)  
C315 TRAFFIC CONTROL DETAILS (5 OF 5)

THIS DOCUMENT IS RELEASED  
UNDER THE TEXAS PUBLIC  
INFORMATION ACT (TPA) AND  
IS NOT TO BE USED FOR  
CONTRACTS, PERMITS, OR  
FOR ANY OTHER PURPOSES.

04/28/2023

R N R  
F R R N

## Capital Improvements Department

General Construction Notes – June 14, 2019

1. The Contractor must keep a copy of all Contract Documents on site at all times; this includes but is not limited to, the Plans and Project Manual. Refer to the Supplementary Conditions of the Project Manual for the Order of Precedence of Contract Documents.
2. The Contractor will not receive additional payment for any work required to comply with the Construction Notes.
3. "Match existing" signifies vertical and horizontal alignment. Changes in any horizontal or vertical position or alignment are subject to Owner review and approval.
4. The Contractor shall construct facilities to the lines and grades required per the plans and, as required, to meet field conditions. Final grades shall be established to assure positive drainage. Minor adjustments to match field conditions do not warrant additional payment to the Contractor.
5. Construction noise, declared a nuisance under City ordinance, is not allowed between 9:00 p.m. and 7:00 a.m. except under special permit.
6. Waste material must be removed from the work site and lawfully disposed of in such a manner as to not damage the Owner or other person. The Contractor must provide a Proof of Destination documents upon request by City Inspectors for trucks used to deliver or remove material or spills from the job site.
7. The Contractor shall not place any waste material in the 100-year floodplain without first obtaining an approved floodplain development permit from the City and/or County. Material, storage, lay down and staging areas must be on the same side of roadway as adjacent work zone. Staging areas are not to be used for stockpiling.
8. Contractor must clean mud, dirt and/or debris tracked or otherwise transported from the project site onto existing streets by any vehicle that exits the site. The right-of-way shall be kept clean at all times. Daily sweeping may be required. A citation will be issued if the right-of-way is not kept clean.
9. Contractor shall confine construction operations to available street and public right-of-way unless the Contractor, at his expense, has obtained other rights-of-way or temporary construction easements. Written proof and approval of landowners and tenants is required for other properties used by Contractor for any reason.
10. Contractor shall communicate, coordinate with and when possible accommodate delivery schedules of adjacent businesses and facilities.
11. It is the responsibility of the Contractor to furnish all residents and businesses with an information flyer on all jobs during construction.
12. All City of San Marcos Details and Specifications apply to the work; even if they are not specifically included in the project manual. Any missing specifications or details required to complete the work, but not included in the project manual, can be found on the City of San Marcos webpage.

Revised June 14, 2019



### Utility Notes

1. Location and depths of existing utilities, including water & sewer services, shown on the plans and approximate only. Actual locations and depths must be field verified by the Contractor at least 48 hours prior to construction and well in advance of work. It shall be the Contractor's responsibility to locate utility service lines as required for construction and to protect them and maintain continual service during construction. All exposed utilities during excavation must be supported and restrained, as necessary.
2. The Contractor shall mechanically restrain all fittings. Bell joints shall be mechanically restrained in accordance with the Engineer's specifications that are based on site conditions. The Contractor shall use a joint restraint table, sealed by the Engineer. If a joint restraint table is not available, all joints must be mechanically restrained. All mechanically restrained fittings are subsidiary to the 510 specification.
3. Any portion of work, including traffic control utility permitting, which lies in Texas Department of Transportation (TxDOT), UPRR, or county property or right-of-way shall comply with respective entities permitting guidelines. The Contractor must notify the respective entities' inspector before work begins.
4. The Contractor shall submit a permit for any water tie-in and/or shutoff to the Inspector at least three (3) weeks in advance of the work.
5. Contractor shall notify all residents, who will be affected by any disruption of service, with handouts provided by Inspector.
6. The Contractor will keep the area (on top of and around) the water meter box valves free of all objects, and debris at all times.
7. The Contractor may not operate any City owned valve. The Contractor will be fined if a water valve is operated without express written consent of the Water Utility, regardless of who installed the valve.
8. If electric overhead power lines exist in the project area, Texas Law Article 1436c, prohibits all activities in which persons or equipment may come within six (6) feet of energized overhead power lines and Federal Regulations, Title 29, Part 1910.301(g) and Part. 1926.550(a)(15) require a minimum of ten (10) feet from these facilities, where Contractor must work near overhead power lines, call 512.393.8313 for the lines to be de-energized and/or moved at Contractor's expense.
9. All testing shall be complete prior to tying into existing system.
10. All construction water meters shall be obtained from the City of San Marcos Water Department with the appropriate form. Only City personnel may relocate temporary meters from one hydrant to another.

Revised June 14, 2019

[illegible]



### Erosion Control Notes

1. All disturbed areas during construction shall be restored per the 600 series specifications with a minimum of four (4) inches of topsoil and seedling/sodding. No payment shall be made for restoration outside the limits of construction.
2. Adequate dust control measures shall be required at all times. This includes, but is not limited to, daily watering of the site, daily sweeping of the site, keeping spalls covered or any other measured deemed necessary by the inspector.

## Tree Protection and Preservation General Notes

1. The Contractor will not operate or store equipment, vehicles or materials within the root protection zone of any tree within or near the project.
2. Trees shall be protected per Item 610S Preservation of Trees and Other Vegetation.

### Traffic Notes and Special Conditions

1. The Contractor must maintain all streets within project limits by repairing trenches, potholes, and leveling up with asphalt at no additional cost to the City, at the end of each workday. The Contractor shall provide for access to residences and all businesses at all times within all the phases of the work. When the work requires the excavation of the street and the removal of the existing driveway approaches and sidewalks, the Contractor shall be responsible for providing temporary air-weather access to the businesses and residences. The temporary driveway approaches shall be constructed with cold mix asphalt at no separate cost to the City.
2. Any damage to permanent traffic signals, the controller box, loops or conduits during or upon completion of the project shall be repaired or replaced at the Contractor's expense. The decision to repair, as opposed to replace, the damaged equipment shall be made by the City of San Marcos Public Services Transportation Division.
3. **Accessibility Requirements:**
  - a. Prior to initiating the construction of new driveway approaches, the Contractor shall give advance warning in person, or in writing, of at least 48 hours to each residence that will be immediately affected.
  - b. For businesses with more than one driveway, at least one driveway shall remain open while the other new driveway approaches are constructed. For businesses with only one driveway, the new driveway approaches shall be constructed in half widths, unless a temporary asphalt driveway is first installed at no additional cost to the City.
  - c. Construction of a driveway 20 feet or greater in width must be done one half at a time to allow continuous access to the property.

## Material Testing

TESTING SCHEDULE	
Description:	*Rate:
<b>Soils:</b> Standard Proctor – Trench Backfill Standard Proctor – Raw Subgrade Densities – Trench Backfill** Densities – Cement Stabilizer Backfill Densities – Raw Subgrade** Densities – Driveways  <b>Base:</b> Sieve Analysis Atterbergs Limits Modified Proctor Densities of Compacted Base** Wet Ball Mill Test Triaxial Test  <b>Hot-Mix Asphalt Concrete (HMAC):</b> Extraction, Sieve Analysis Lab Density & Stability Theoretical Density (Rice Method) Temperature – During Lay-Down Thickness – In Place % Air Voids – In Place % Theoretical Density – In Place  <b>Concrete:</b> (Unconfined Compression, 7, 14 & 28 Day) Curb and Gutter Sidewalk Driveway Curb Inlets Air, Slump & Compression – In Place Slump & Compression – In Place	Per Material Source Per 200 LF Pipe per lift Per 200 LF Pipe Per 100 LF Street per lift Per 5 Driveways  Per 300 LF Street Per 300 LF Street Per Material Change Per 300 LF Street per lift Per Material Source Per Material Source  Per 500 Tons or Day Per 500 Tons or Day Per 500 Tons or Day Continuous as Needed Per 300 LF Street Per 300 LF Street Per 300 LF Street  Per 1000 LF C&G Per 4000 SF Per 2500 SF Per 10 Inlets Per exposed structure Per underground structure

A. GENERAL SITE DATA

1. PROJECT LIMITS: Same as stated on the Title Sheet
2. PROJECT SITE MAPS: 2044571.007N Project Longitude: 910405.617W
- Project Location Map: Shown on Title Sheet
  - Drainage Survey Map: Shown on Sheet 0011
  - Major Control and Location of Stabilization Practices: MA (SLOPES SHALL BE RESTORED TO PRECONSTRUCTION CONDITIONS)
  - Major Controls and Locations of Stabilization Practices: MA
  - Project Specific Locations: Off-site wash, borrow, or storage areas are not part of this SWP.
  - Surface Waters and Discharge Locations: Shown on Sheet 0008 - 0011

3. PROJECT DESCRIPTION: Same description as stated on the Title Sheet
- Jointed utilities are covered by this SWP (Sheet 0011)
  - Non-Joint BIF utilities are not part of this SWP.

4. FOR MAJOR SOIL DISTURBING ACTIVITIES, SEQUENCE OF EVENTS
1. Initial controls down-slope of work area and initiate inspection and maintenance activities.

2. Begin placed construction with interim stabilization practices. Adjust erosion and sedimentation controls during construction to meet requirements and changing conditions and as directed by the Engineer.

3. Major soil disturbing activities may include but are not limited to: right-of-way preparation, cut and/or fill to improve roadway profile, final grading and placement of topsoil and the following fill methods:
- Placement of road base
  - Extensive ditch grading
  - Grading of existing ditches or bridges
  - Temporary minor roads

4. INITIAL INSTALLATION OF WATER LINES AND APPURTENANCES
1. EXISTING AND PROPOSED CONDITIONS
- Description of existing vegetative cover: 1. Thin and uniformly established
- Percentage of existing vegetative cover: 1. Thin and uniformly established
- Existing vegetative cover (mark one): 1. Thin and uniformly established

2. Description of soils: (Provide classification and description of soils)
- Soil Acroage: 4.25
- Soil runoff coefficient (past-construction): 0.25

3. BECKLING WATERS: (Mark all that apply)
- A classified stream does not pass through project.
  - A classified stream passes through project. None

- Name of receiving waters that will receive discharges from disturbed areas of the project: \_\_\_\_\_
- Site is in a Municipal Separate Storm Sewer System (MS4): \_\_\_\_\_
- MS4 Operator (name): HAYS COUNTY

- PRE AND POST-CONSTRUCTION SITE RUNOFF ARE EQUIVALENT

B. BEST MANAGEMENT PRACTICES

General listing of practices for implementation of BMPs shall be as required under the terms of the permit. BMPs shall be installed and maintained as shown on plan sheets and be considered "permanent" unless/until final site is shown. BMPs are to be installed on all areas of the project.

1. SOIL STABILIZATION PRACTICES (Select T = Temporary or P = Permanent, as applicable)
- |   |                           |   |                                   |
|---|---------------------------|---|-----------------------------------|
| P | SEEDING                   | — | PRESERVATION OF NATURAL RESOURCES |
| P | MULCHING (hay or straw)   | — | —                                 |
| P | PLANTING                  | — | —                                 |
| P | COMPOST/MULCH FILTER BERM | — | —                                 |
| P | SOODING                   | — | —                                 |

2. STRUCTURAL PRACTICES (Select T = Temporary or P = Permanent, as applicable)
- |   |  |   |   |
|---|--|---|---|
| T | SILT FENCES                                  | — | — |
| T | ROCK FILTER DAMS                             | — | — |
| T | DIVERSION, INTERCEPTION, OR PERIMETER DIKES  | — | — |
| T | DIVERSION, INTERCEPTION, OR PERIMETER SHALES | — | — |
| T | PIPE SLOPE DRAIN                             | — | — |
| T | PAVED FLAMES                                 | — | — |
| T | ROCK BEDDING AT CONSTRUCTION EXIT            | — | — |
| T | CHANNEL LINERS                               | — | — |
| T | CHUNK TRAPS                                  | — | — |
| T | SEDIMENT BASINS                              | — | — |
| T | STONE DRAINAGE TRAP                          | — | — |
| T | STONE DRAINAGE TRAP                          | — | — |
| T | CURBS AND GUTTERS                            | — | — |
| T | STORM SEWERS                                 | — | — |
| T | VELOCITY CONTROL DEVICES                     | — | — |
| T | OTHER (Specify Practice)                     | — | — |

3. STORM WATER MANAGEMENT
- The proposed facility was designed in consideration of hydraulic design standards to convey stormwater. In a manner that is protective of public safety and property. The control of erosion from the facility is inherent to the design. Additional factors affecting post-construction stormwater at the project location include (mark all that apply):
- Existing or new vegetation provides natural filtration.
  - The design includes practices for permanent erosion controls provided by strategically placed pervious and impervious surfaces.
  - Project includes permanent sedimentation controls other than grass.
  - Vegetation do not require disruption devices.
  - Velocity-dissipation devices included in the design.
  - Other: \_\_\_\_\_

4. NON-POINT WATER DISCHARGES
- Off-site discharges are prohibited except as follows:
- 1. Discharges from fire fighting activities and/or fire hydrant flushings.
  - 2. Vehicle, exterior building, and pavement wash water where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless materials are used in contained areas).
  - 3. Plain water used in construction.
  - 4. Foundation or seepage water where flows are not contaminated with process materials such as solvents.
  - 5. Uncontaminated groundwater, spring water or accumulated stormwater.
  - 6. Foundation or seepage water where flows are not contaminated with process materials such as solvents.
  - 7. Other: \_\_\_\_\_

- CONCRETE TRUCK WASH WATER DISCHARGE: CONCRETE TRUCK WASH WATER DISCHARGE IS PROHIBITED UNLESS THE CITY OF AUSTIN IS SPECIFICALLY ALLOWED BY THE CITY OF AUSTIN.

- Concrete truck wash water discharges on the site should be prohibited or minimized. If allowed by the Engineer, they must be managed in a manner so as not to contaminate surface water. They must not be located in areas of concentrated flow. Concrete truck wash-water must be shown on this SWP. Liquid and included in the inspection.

- Hazardous material spill/leak shall be prevented or minimized. At a minimum, this includes catchall practices that include: (1) catchall devices, (2) secondary containment, and (3) catchall devices for soil stabilization. BMPs shall be installed in the inspection. Report any release of or above the reportable quantity during a 24 hour period to the National Response Center at 1-800-424-6802.

C. OTHER REQUIREMENTS & PRACTICES

1. MAINTENANCE
- Inspection and sediment control shall be maintained in good working order. If a repair is necessary, it shall be performed before the next anticipated storm event but no later than 7 calendar days after the surrounding escaped ground has dried sufficiently to prevent further damage from equipment. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Disturbed areas on which construction activities have occurred, temporarily or permanently, shall be stabilized within 14 calendar days after the completion of construction. The contractor shall be responsible for the removal of debris and drainage shall have priority followed by protecting storm sewer inlets.

2. INSPECTION
- For areas of the construction site that have not been finally stabilized, areas used for storage of materials, structural control measures, and locations where vehicles enter or exit the site, personnel shall be present and familiar with the SWP must inspect disturbed areas for erosion and sediment control. An inspection and maintenance report shall be prepared for each site visit and the controls shall be revised on the SWP with each inspection date following the inspection.

3. WASTE MATERIALS
- All non-hazardous municipal waste materials, such as litter, rubbish, trash and garbage located on or adjoining the project shall be collected and stored in a securely labeled metal dumpster, provided by the Contractor. The dumpster shall be emptied as necessary or as required by local regulation and the trash shall be hauled to a permitted disposal facility. The burning of non-hazardous municipal waste on the project shall not be permitted. Construction materials waste, such as shingles and roof waste, shall be constructed to minimize and control the amount of sediment that may enter receiving waters. Construction materials waste shall not be loaded in any area that is adjacent to a water body. Construction materials waste shall be stored in a secure area and shall be constructed in a manner to minimize the runoff of pollutants.

4. OFFSITE VEHICLE TRACKING
- Off-site vehicle tracking of sediments and the generation of dust must be minimized. Excess sediments on road shall be removed on a regular basis as directed/approved by the Engineer.

5. OTHER
- See the EPC sheet for additional environmental information.

Design: Construction: Logo: Seal: 0011 0011 0011 0011

Walker Partners engineers | surveyors

STORM WATER POLLUTION PREVENTION PLAN (SW3P)

RESERVED SPACE FOR SEAL

Signature of Registrant & Date

REVISION DATE: 10/12

THIS DOCUMENT IS THE PROPERTY OF WALKER PARTNERS ENGINEERS   SURVEYORS. IT IS TO BE USED FOR THE PROJECT AND NOT BE REPRODUCED OR COPIED FOR OTHER PROJECTS.
DATE: 10/12/2023
PROJECT: 2044571.007N
DRAWING NO: C003







TREE LIST TABLE					
SHEET NO	TAG NO.	SPECIES	DIAMETER	PRESERVED	REMOVED
C007	316	Mesquite	27.5	X	
C007	317	Mesquite	13.5		*
C007	318	Willow	10.5	X	
C008	315	Ash	21.0	X	
C008	314	Ash	9.5	X	
C008	313	Ash	21.5	X	
C009	312	Ash	18.0	X	
C009	311	Hackberry	10.0		X
C009	309	Hackberry	11.0	X	
C010	307	Hackberry	9.0	X	
C010	306	Mequite	9.5	X	
C010	305	Hackberry	19.5	X	
C010	303	Hackberry	11.5	X	
C010	304	Hackberry	10.5		X
C010	301	Hackberry	16.5	X	
C010	302	Hackberry	13.5	X	

JOINT RESTRAINT TABLE:

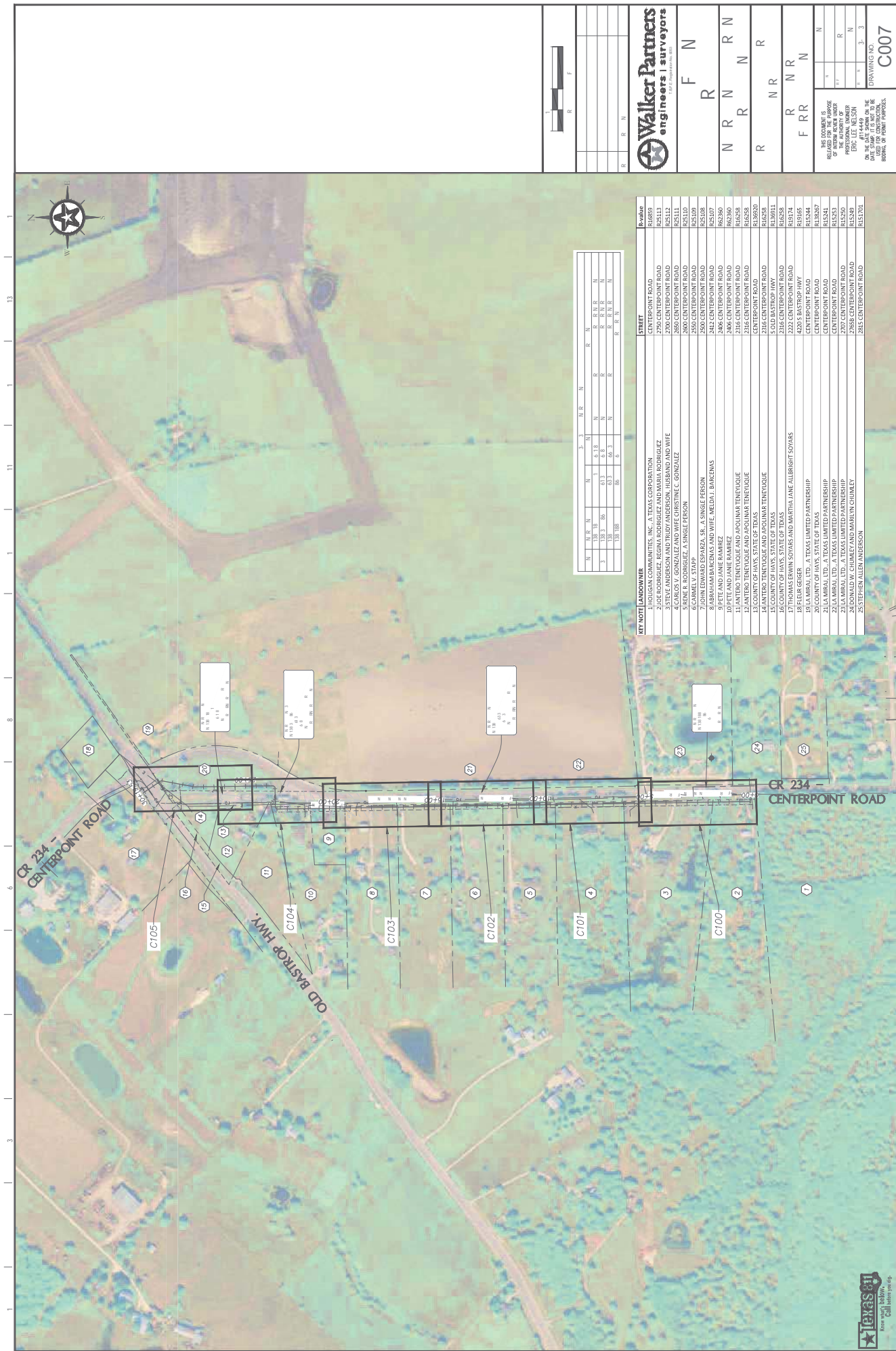
Fitting Station	BEGINNING STATION	END STATION
00+00.00	00+00.00	03+77.27
09+32.54	08+32.54	10+32.54
19+20.69	18+20.69	20+20.69
22+50.85	22+30.85	22+80.85
23+57.67	23+37.67	23+87.74
26+71.01	25+95.00	26+98.58
27+39.87	27+19.87	27+59.87
29+00.00	28+40.00	30+19.53

1. THE CONTRACTOR SHALL MECHANICALLY RESTRAIN ALL BELL JOINTS SHALL BE MECHANICALLY RESTRAINED IN ACCORDANCE WITH THE ENGINEER'S SPECIFICATIONS THAT ARE SUBSIDIARY TO THE MAIN SPECIFICATION. THE JOINT RESTRAINT TABLE, SEALED BY THE ENGINEER, IF A JOINT RESTRAINT TABLE IS NOT AVAILABLE, ALL JOINTS MUST BE MECHANICALLY RESTRAINED. ALL MECHANICALLY RESTRAINED FITTINGS ARE SUBSIDIARY TO THE 510 SPECIFICATION.
2. CONTRACTOR TO NOTIFY ENGINEER IF SHALLOWER DEPTHS ARE USED AS THRUST RESTRAINT LIMITS WILL CHANGE. CHANGES TO THE JOINT RESTRAINT LIMITS ARE SUBSIDIARY TO THE 510 SPECIFICATION. THE JOINT RESTRAINT LIMITS WILL CHANGE. CHANGES TO THE JOINT RESTRAINT LIMITS ARE SUBSIDIARY TO THE 510 SPECIFICATION.

35	803S-MO	Barricades, Signs, and Traffic Handling	MO	4	-	-	-	-
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[illegible]





N	3-3			N	N	R	N
	N	N	M				
3	132	138	1	6	18	R	R
	132	3	63	6	6	R	R
	138		63	6	3	R	R
	138		66	6		R	R

KEY NOTE	LANDOWNER	SHIFT	Position
1	1)QUIGAN COMMUNITIES, INC., A TEXAS CORPORATION	CENTERPOINT ROAD	161605
2	2)JOE RODRIGUEZ, REGINA RODRIGUEZ AND MARIA RODRIGUEZ	2700 CENTERPOINT ROAD	125113
3	3)STACE ANDERSON AND TUDOR ANDERSON, HUBBARD AND WIFE	2700 CENTERPOINT ROAD	125112
4	4)JENNIFER L. ANDERSON AND JENNIFER L. GONZALEZ	2700 CENTERPOINT ROAD	125110
5	5)SIRENE R. RODRIGUEZ & SINGLE PERSON	2600 CENTERPOINT ROAD	125110
6	6)CARMEY L. STAPP	2600 CENTERPOINT ROAD	125108
7	7)JOHN EDWARD ESPARZA, SR., A SINGLE PERSON	2500 CENTERPOINT ROAD	125108
8	8)JOHN AND WIFE, MELAYI, BARCEBAS	2400 CENTERPOINT ROAD	162360
9	9)PETE AND JANE RAMIREZ	2400 CENTERPOINT ROAD	162360
11	11)ANTONIO TENIQUEUE AND AQUILAR TENIQUEUE	2100 CENTERPOINT ROAD	161658
12	12)ANTONIO TENIQUEUE AND AQUILAR TENIQUEUE	2100 CENTERPOINT ROAD	161658
13	13)COUNTY OF HAYS, STATE OF TEXAS	CENTERPOINT ROAD	161620
14	14)ANTONIO TENIQUEUE AND AQUILAR TENIQUEUE	CENTERPOINT ROAD	161658
15	15)COUNTY OF HAYS, STATE OF TEXAS	5010 BASTROP HWY	1616911
16	16)THOMAS FEARL, JOSEPH AND MARTHA JANE ALIBRIGHT SOYARS	4200 S CENTERPOINT ROAD	161624
17	17)FLEUR GESSER	4200 S BASTROP HWY	161624
19	19)LA MIRA! LTD., A TEXAS LIMITED PARTNERSHIP	CENTERPOINT ROAD	161644
20	20)COUNTY OF HAYS, STATE OF TEXAS	CENTERPOINT ROAD	161629
21	21)LA MIRA! LTD., A TEXAS LIMITED PARTNERSHIP	CENTERPOINT ROAD	161629
22	22)LA MIRA! LTD., A TEXAS LIMITED PARTNERSHIP	CENTERPOINT ROAD	161629
24	24)DONALD W. CHUMLEY AND MARILYN CHUMLEY	2700 CENTERPOINT ROAD	161650
25	25)DONALD W. CHUMLEY AND MARILYN CHUMLEY	2700 CENTERPOINT ROAD	161649



**Walker Partners**  
engineers | surveyors

T 07 E 849 4000000 8003

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R	NR	R
<hr/>		
FRR	RNR	N

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER ERIC LEE NELSON	N		N
	H		R
			N
	R	H	C

#11-4449

ON THE DATE SHOWN ON THE DATE STAMP, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DRAWING NO. C007



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

**\*\* Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. \*\***

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

### General Special Provisions:

1. Construction of this line will begin on or after 7/3/2023 .

### Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name: WTCPUA

Address:

Phone: 5125018089

Contact Name: john camarillo

### Hays County Information:

Utility Permit Number: TRN-2023-6434-UTL

Type of Utility Service: water

Project Description:

Road Name(s): N. Canyonwood Drive, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒ Boring

☐ Trenching

☐ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script, appearing to read "Roland Chan".

Permit Coordinator

07/19/2023

Signature

Title

Date





- SANITARY SEWER KEYED NOTES**
- 1 P.A.C. TO PROPOSED G.S.E. SYSTEM; REFER TO G.S.E.P. PLAN FOR CONTINUATION
- 2 SANITARY SEWER CLEAROUT
- 3 4" ASTM D3025-3026S PRIVATE SEWER PVC # 4026
- 4 12" DI. WATER SEPARATION
- 5 PROPOSED SAMPLE WELL
- 6 CONNECT TO BUILDING, SEE MEP PLANS FOR CONTINUATION (1-2-BAY MANHOLE)
- 7 PROPOSED G.S.E.P. SYSTEM (BY OTHERS)

### SANITARY SEWER KEYED NOTES

- 11 PLACE TO PROPOSED CLEEF. SYSTEM; REFER TO CLEEF PLAN FOR CONTINUATION
- 12
- 13 1" SANTARY SINKER CLEAFOUT
- 14 4" ASTM D3341-BIOSIS PRIVATE SINKER PIPE @ 2.0%
- 15
- 16 1" PCK. DI. WATER SEPARATOR
- 17 1" PROPOSED SAMPLE WELL
- 18
- 19 CONNECT TO BUILDING SEE WOP PLANS FOR CONTINUATION. (1-2-WAY CLEAFOUT)
- 20 PROPOSED CLEEF. SYSTEM (BY OTHERS).

125'-1.25" DIA. 40 PPG SUPPLY

1. 72-IN TO THE EXIST. 6" MC INSTALL AN 8" MC CUT-IN TEL WITH 8" VALVES ON EACH LEG OF TEL. A MIN. OF TWO (2) PIPE JOINTS SHALL BE RESTRAINED ALONG THE EXIST. 6" MC ON EITHER SIDE OF THE CUT-IN. REFER TO SHEET C37 FOR DETAILS
2. INSTALL 1-8" MC TEL
3. INSTALL 1" DOMESTIC WATER METER (FOR WEST TRANS COUNTY PUA). TO SHEET C37 FOR DETAILS.

- 4) INSTALL 1" IRIGATION PRECONCRETE FOR WEST TRANS COUNTY PIA.
- 5) INSTALL 1" 4"X4" ELBOW.
- 6) INSTALL 2" DOMESTIC WATER SERVICE (LENGTH PER PLAN).
- 7) INSTALL 2" 4"X4" ELBOW.
- 8) CONNECT DOMESTIC SERVICE TO BUILDING USE AND FOR CONVERSION/CONNECTION TO IRRIGATION.
- 9) INSTALL 1" IRRIGATION METERS (FOR WEST TRANS COUNTY PIA).
- 10) 1-1" BANDSLOW PRESTUB FOR WEST TRANS COUNTY PIA.
- 11) 1" IRRIGATION TIE-OUT PLUG AND CLAMP (SEE IRRIGATION PLANS FOR CONTINUATION).
- 12) BRASS METERS BUSHING-SIZE AS NEEDED TO CONNECT TO BACK FLOW PREVENTER.
- 13) 6" M. SHALL BE ENCASED IN 18" STEEL ENCASUREMENT PIPE PER CITY OF LOS ANGELES SPECIFICATIONS.
- 14) THE ENCASUREMENT SHALL EXTEND TO THE NORTH OF THE 100' OF N. CANYONWOOD ON RATER TO SHUT OFF FOR RETRAVE.
- 15) 6" HOPE DOMESTIC WATER SERVICE (LENGTH PER PLAN).

UTILITY KEYED NOTES

△ ALSO THIS ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B-1999.

1-800-662-6799 EXT. 7832  
ELECTRIC & RAIL PLANNING CONTACT FORM & EXTRA AT  
1-800-662-6799 EXT. 7832

△ P.O.C. OF COMMUNICATION LINE TO BULK ORDER TO WEP FOR CONTINUATION.

△ PROPOSED 2 - 4" UNDERGROUND COMMUNICATION CONDUITS

△ COORDINATE P.O.C. OF COMMUNICATION SERVICES WITH SERVICE MEDIA REPRESENTATIVE AT YOUR FACILITY AT 878-277-8425. EMAIL: WILLIAM.WOZELT@WVA.GOV

## FIG. 3. PROTECTION REQUIREMENTS AT WATER AND WASTE SANITARY SECTORS

STUDY	INTERVENTION										COMPARISON									
	INTERVENTION					COMPARISON					INTERVENTION					COMPARISON				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1. [Study 1]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
2. [Study 2]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
3. [Study 3]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
4. [Study 4]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
5. [Study 5]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
6. [Study 6]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
7. [Study 7]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
8. [Study 8]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
9. [Study 9]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
10. [Study 10]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
11. [Study 11]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
12. [Study 12]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
13. [Study 13]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
14. [Study 14]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
15. [Study 15]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
16. [Study 16]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
17. [Study 17]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
18. [Study 18]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
19. [Study 19]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
20. [Study 20]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		

[illegible]

## FLOODPLAIN

BASED ON THE FLOOD INSURANCE RATE MAP, AESTHETICALLY, MAP REVISED DATE OF SEPTEMBER 2, 2003 INDICATED THAT PRACTICES WITHIN AREA "A" (UNPAVED) AREAS OUTPERFORMED TO BE SOME OF THE BEST AVAILABLE CHANCES FOR FLOOD PROTECTION. THE MAP STATES THIS WAS FOR FLOOD PROTECTION, BUT THE STATE OF TEXAS HAS NO JURISDICTION OVER THE MAP. THEREFORE, THE MAP IS NOT NECESSARILY RELIABLE. AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, DO ALL PLANNING RELEVANT TO FLOOD PROTECTION. AREAS NOT PROTECTED BY FLOOD SPECIAL POLICY #42000 AREAS MAY BE PROTECTED BY FLOOD SPECIAL POLICY #42000. THE APPROPRIATE LIMITS OF SAID ZONING AS DETERMINED WOULD BE SCALED FROM SAID MAP. THIS INFORMATION NOT INTENDED TO IDENTIFY SPECIFIC FLOOD

D A C  
ENGINEERING

19-410 Oak Tree Plaza, Suite 200, Westborough, MA 01581 • Phone: 508/366-1110  
Fax: 508/366-1111 • E-mail: [info@wheelerengineering.com](mailto:info@wheelerengineering.com)

REC'D	DATE	DESCRIPTION
Δ	01/02/73	OWENS TO DANCING MATIN 'AP
Δ		
		DRIPPING SPRINGS 100 N. CANYONWOOD DRIVE HAYS COUNTY, TX 78620

---

The image shows the top-left corner of a document. On the left is the 'UTILITY PLAN' title. To its right is a circular seal of the State of Texas, featuring a star and the text 'STATE OF TEXAS', 'JANUARY 1846', and 'FEBRUARY 1846'. To the right of the seal is a table with project information.



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

### General Special Provisions:

1. Construction of this line will begin on or after 8/2/2023 .

### Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2023-6553-UTL

Type of Utility Service: water line

Project Description:

Road Name(s): Bear Creek Drive, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒ Boring

☐ Trenching

☐ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script, appearing to read "Roland Chan".

07/19/2023

Signature

Title

Date









# Hays County Transportation Department

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### General Special Provisions:

1. Construction of this line will begin on or after 8/3/2023 .

### Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name: WTCPUA

Address:

Phone: 5125018089

Contact Name: john camarillo

### Hays County Information:

Utility Permit Number: TRN-2023-6594-UTL

Type of Utility Service: water

Project Description:

Road Name(s): Long Creek Road, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒ Boring

☒ Trenching

☐ Overhead

☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script, appearing to read "Roland Chan".

07/19/2023

Signature

Title

Date





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Marisol Villarreal-Alonzo, Auditor

Sponsor:

---

### Agenda Item

Accept delivery of the Fiscal Year 2022 Commissary Internal Examination report for the Hays County Sheriff's Office, and the Internal Examination and Exit Internal Examination Report for the Justice of the Peace Precinct 5 Office. **VILLARREAL-ALONZO**

### Summary

The Internal Examination Reports for the Sheriff and Justice of the Peace Precinct 5 Offices are attached.

---

### Attachments

Final Report - Sheriff Commissary

Final Report - JP5





## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2273

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
marisol.alonzo@co.hays.tx.us

Stephanie Hunt  
*First Assistant County Auditor*  
stephanie.hunt@co.hays.tx.us

---

July 10, 2023

The Honorable Gary Cutler  
Hays County Sheriff  
810 S. Stagecoach Trail  
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the records of the Hays County Sheriff's Jail Commissary for the period of October 1, 2021, to September 30, 2022. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation determining compliance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and the related records and supporting documentation, along with compliance requirements, appear to be maintained in accordance with statutory requirements under subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

Marisol Alonzo-Villarreal, CPA  
Hays County Auditor



## OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

**Marisol Villarreal-Alonzo, CPA**

512-393-2283

**Stephanie Hunt**

**County Auditor**

Fax: 512-393-2248

**Assistant County Auditor**

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

stephanie.hunt@co.hays.tx.us

July 17, 2023

Judge Sandra Bryant, J.D.  
Hays County Justice of the Peace, Precinct 5  
500 Jack C. Hays Trail  
Buda, TX 78610

Dear Judge Bryant:

In accordance with subsection 115.002 and 115.004 of Texas Local Government Code, the Auditor's Office performed an internal examination of the records of Hays County Justice of the Peace, Precinct 5 Office. The scope of the internal examination consisted of all financial and compliance duties and responsibilities of the office during the period of March 1, 2019, to February 28, 2021, under Judge Scott Cary and September 1, 2021, to March 31, 2022, and September 1, 2022, to December 31, 2022 under Judge Lucinda Doyle.

Based on the internal examination, except for the following findings and recommendations, collections appear to be adequately accounted for and the related records and supporting documentation appear, along with compliance requirements, to be maintained in accordance with statutory requirements under §112.001, and §112.002 of the Texas Local Government Code.

### **#1 Insufficient Segregation of Duties.**

The Justice of the Peace Precinct 5 Office did not maintain sufficient segregation of duties for personnel. The same clerk was responsible for bookkeeping, authorizing transactions, recording transactions, opening mail, preparing the deposits, and preparing monthly financial reports. The Justice Court Administrator opened the mail and distributed the mail to the office clerks to process or would receipt them herself. There was not a process setup to log and track what monies were received in the office by mail or processed in Odyssey. In addition, daily/weekly deposits lacked Supervisory review.

### ***Recommendation***

The Hays County Auditor's Office recommends that the Justice of the Peace Precinct 5 Office review their current roles and identify areas that could be adjusted to ensure there is an adequate segregation of duties. The duties performed by the clerks should be separated as practical as possible to minimize error and irregularities. Supervisory review should be more consistent to ensure proper collection, reporting, and safeguarding of revenues.



The Hays County Auditor's Office recommends the person opening the mail should not enter the mail transaction receipts into the Odyssey Courts System. Payments received by mail should be entered into a logbook as they are opened, listing the case, amount, signature of the person who opened the mail, and signature of the person that entered the cash receipt into the Odyssey Courts System. A monthly review of the mail log should be performed to ensure that all cases entered to the mail logbook have been properly entered into the Odyssey Courts System, and all mail payments have been deposited.

#### **Management Response**

*The JP Office has created a process to show separation of duties for the Justice Clerks and Court Administrator by creating a log for all transactions. The log will be reviewed weekly and initialed by Judge Bryant for oversight. Furthermore, we will verify the transactions were completed. Judge Sandra Bryant*

#### **#2 A Cash Receipt Void and Write-Off of Fines and Fees was not Properly Supported.**

The Hays County Auditor's Office noted \$100.00 in cash was paid toward the total charges of \$334.00 in case 20-0585J5 on 8/31/2020. The payment of \$100.00 in cash was then voided on the same date. Subsequently on 1/22/2021 the remaining charges of \$334.00 were reversed by the head Justice of the Peace, Precinct 5 clerk. There is no support in the case file explaining why payment of \$100.00 was voided and why the fees of the case were reversed.

#### **Recommendation**

The Hays County Auditor's Office recommends that all voided transactions be well documented, adequately reviewed, and approved to help ensure the validity of the voided transaction. Voided transactions without the proper documentation and authorizations increase the risk factor for lost or misappropriated revenue.

#### **Management Response**

*Going Forward, all transactions that are voided must be reviewed by the Justice Court Administrator. Furthermore, the Justice Clerks have been instructed to notify the Justice Court Administrator before they void any and all transactions. Afterwards, Judge Bryan will sign off on the voided transactions. Note: Please see Exhibit A for details of the voided transactions – Judge Sandra Bryant.*

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

mva/sh/lap





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sheriff Cutler

Sponsor:

Commissioner Shell

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### Agenda Item:

Ratify the acceptance of a 2009 Chevy Ambulance from Hays County Emergency Services District #3 valued at \$3,500.00 to the Sheriff's Office and amend the budget accordingly. **SHELL/CUTLER**

### Summary:

The Sheriff's Office Drone Team accepted a 2009 Chevy Ambulance from Hays County ESD # 3.  
VIN # 1GBKG316X91154946

### Fiscal Impact:

Amount Requested: None

Line Item Number:001-618-00.5713\_400

### Budget Office:

Source of Funds: Donated Equipment

Budget Amendment Required Y/N?: Yes

Comments: Amend to record value of donated asset.

(\$3,500) - Increase Contributions 001-618-00.4610

\$3,500 - Increase Vehicles\_Operating 001-618-00.5713\_400

### Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$3,500 Contributions

Comments:

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

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### Agenda Item

Accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the second quarter of Fiscal Yr 2023. **VILLARREAL-ALONZO**

### Summary

Quarter 2 Monthly Reports are attached.

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### Attachments

Hays County Auditor Jan 2023 Monthly Report  
Hays County Auditor Feb 2023 Monthly Report  
Hays County Auditor Mar 2023 Monthly Report



## OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and  
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **January 31, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

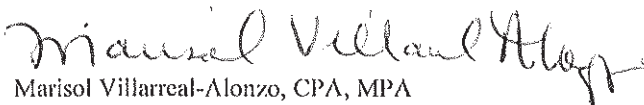
Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at [www.hayscountytexas.com](http://www.hayscountytexas.com).

Respectfully Submitted,

  
Marisol Villarreal-Alonzo, CPA, MPA

**HAYS COUNTY, TEXAS**  
**Unaudited General Fund Balance Sheet**  
**For the Month Ended**  
**January 31, 2023**

**Assets**

Cash and cash equivalents	\$	112,594,595
Receivables		2,067,870
Prepaid expenses		631,421
Due from other funds		14,031,565
Inventory, at cost		5,080
Total Assets:	\$	<u>129,330,531</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$	5,024,890
Due to other agencies		684,837
Due to other funds		12,577,659
Deferred revenues		550,246
Total Liabilities:	\$	<u>18,837,632</u>

Fund Balances:

Restricted for:

Nonspendable	\$	631,421
Committed		1,716,914
Unassigned		108,144,564
Total Fund Balances:	\$	<u>110,492,899</u>

Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$	<u>129,330,531</u>
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**HAYS COUNTY, TEXAS**  
**Unaudited Road and Bridge Fund Balance Sheet**  
**For the Month Ended**  
**January 31, 2023**

**Assets**

Cash and cash equivalents	\$	15,223,399
Receivables		99,562
Due from other funds		1,197,111
Inventory, at cost		509,137
Total Assets:	\$	<u>17,029,209</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	773,302
Due to other agencies	6
Due to other funds	1,974,223
Deferred revenues	99,562
Total Liabilities:	<u>2,847,093</u>

Fund Balances:

Restricted for:

Restricted-road and bridge	<u>14,182,116</u>
----------------------------	-------------------

Total Fund Balances:	<u>14,182,116</u>
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Total Liabilities, Deferred Inflows of Resources, and Fund Balances:

\$ 17,029,209

**HAYS COUNTY, TEXAS**  
**Unaudited Governmental Funds Balance Sheet**  
**For the Month Ended**  
**January 31, 2023**

**Assets**

Cash and cash equivalents	\$ 374,615,923
Receivables	15,432,306
Prepaid expenses	633,971
Due from other funds	15,782,979
Inventory, at cost	514,217
Total Assets:	<u>\$ 406,979,396</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$ 11,773,829
Due to other agencies	879,638
Due to other funds	19,951,114
Deferred revenues	26,444,037
Total Liabilities:	<u>\$ 59,048,618</u>

Fund Balances:

Restricted for:

Nonspendable	\$ 1,143,109
Committed	1,716,914
Restricted-debt service	52,828,535
Restricted-road and bridge	14,182,116
Restricted-special revenue	24,452,620
Restricted-capital projects	145,464,358
Unassigned	108,143,126
Total Fund Balances:	<u>347,930,778</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	<u>\$ 406,979,396</u>



HAYS COUNTY  
Unaudited Statement of Fund Balances  
Fiscal Year to Date 1/31/2023

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
<b>GENERAL FUND</b>						
001 - General Fund	\$ 68,509,698.77	\$ 50,192,871.73	\$ 9,926,584.74	\$ 108,775,985.76	\$ 75,293,221.88	\$ 35,552,883.01
002 - Election Contract Fund	423,679.39	1,122.82	4,369.40	420,432.81	4,697.60	68,205.20
070 - Juvenile Detention Center Fund	775,865.35	185,178.75	371,098.60	589,945.50	810,968.63	1,280,903.86
144 - Historical Jail Restoration Fund	703,893.90	2,641.82	-	706,535.72	8,830.14	-
<b>GENERAL FUND BALANCE</b>	<u>\$ 70,413,137.41</u>	<u>\$ 50,381,815.12</u>	<u>\$ 10,302,052.74</u>	<u>\$ 110,492,899.79</u>	<u>\$ 76,117,718.25</u>	<u>\$ 36,901,992.07</u>
<b>SPECIAL REVENUE FUNDS</b>						
011 - American Rescue Plan Fund	\$ 388,289.17	\$ 2,218,895.24	\$ 2,135,240.89	\$ 471,943.52	\$ 11,655,345.88	\$ 11,302,285.49
012 - Local Assistance and TC Fund	-	82.13	-	82.13	82.13	-
020 - Road and Bridge General Fund	10,565,714.10	4,597,479.17	981,077.21	14,182,116.06	7,065,097.74	3,117,731.96
050 - Sheriff Abandoned Vehicle Fund	33,512.90	121.52	-	33,634.42	406.29	-
051 - Sheriff Bail Bond Fund	68,270.60	268.85	-	68,539.45	906.21	-
052 - Sheriff Special Projects Fund	1,006.07	-	-	1,006.07	601.86	-
053 - Sheriff Drug Forfeiture Fund	167,716.87	24,341.89	-	192,058.76	25,678.36	7,525.18
055 - Sheriff Fed Discretionary Fund	158,346.79	531.62	-	158,878.41	34,454.99	-
064 - Fire Marshal Code Fee Fund	115,615.89	9,681.09	9,454.78	115,842.20	28,208.85	21,922.30
065 - Veteran's Court Program Fund	11,418.60	71.54	-	11,490.14	330.40	-
067 - Constable 2 Drug Forfeiture Fund	335.60	-	-	335.60	-	-
080 - DA Hot Check Fee Fund	38,283.90	-	(420.84)	38,704.74	199.20	2,980.50
081 - DA Drug Forfeiture Fund	161,929.43	16,994.99	676.94	178,247.48	17,588.25	82,049.53
084 - Law Library Fund	90,118.87	10,849.84	20,990.20	79,978.51	38,379.99	50,096.89
100 - County and District Court Tech Fund	29,568.60	479.79	-	30,048.39	2,024.49	-
101 - Records Mgmt and Archive Fund	2,986,789.09	77,921.13	161,910.76	2,902,799.46	352,854.25	448,494.98
102 - Guardianship Fee Fund	49,610.09	1,947.94	-	51,558.03	6,578.01	2,500.00
105 - Court Records Preservation Fund	142,106.03	9,238.54	-	151,344.57	33,054.61	-
106 - County Records Preservation Fund	118,462.55	2,477.16	11,208.34	109,731.37	13,649.40	55,014.48
107 - Courthouse Security Fund	198,824.28	17,035.64	13,890.52	201,969.40	49,364.00	59,796.47
108 - Dist Court Records Fund	74,745.82	306.25	-	75,052.07	1,086.58	-
109 - Truancy Court Fee Fund	1,662.75	155.89	-	1,818.64	169.99	-
110 - Justice Court Bldg Fund	161,529.47	753.18	-	162,282.65	2,125.53	-
111 - Court Reporters Service Fund	54,909.02	7,731.27	38,122.65	24,517.64	27,768.91	67,783.50
112 - Justice Court Technology Fund	427,884.88	6,840.26	2,416.91	432,308.23	10,642.74	22,917.73
115 - Dispute Resolution Fund	41,490.77	8,567.12	3,632.65	46,425.24	20,343.11	16,517.16
116 - Juvenile Delinquency	218.84	0.93	-	219.77	2.77	-
117 - County Child Abuse Prevention	18.86	-	12.09	6.77	12.71	251.55

**HAYS COUNTY**  
**Unaudited Statement of Fund Balances**  
**Fiscal Year to Date 1/31/2023**

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
118 - School Zone Safety Program Fund	-	-	-	-	-	2,364.25
119 - Language Access Fee Fund	16,647.41	3,284.25	-	19,931.66	5,634.57	-
120 - Family Health Services Fund	107,893.22	371.45	105,675.62	2,589.05	260,072.63	412,545.26
121 - Tobacco Settlement Fund	213,208.35	640.55	6,300.00	207,548.90	2,202.15	16,300.00
141 - Historical Comm Publication Fund	153,497.04	646.34	-	154,143.38	1,830.81	-
152 - HCL Provider Participation Fund	5,295,740.15	6,409,095.17	-	11,704,835.32	13,500,900.29	2,342,644.19
SPECIAL REVENUE FUND BALANCE	\$ 21,875,366.01	\$ 13,426,810.74	\$ 3,490,188.72	\$ 31,811,988.03	\$ 33,157,597.70	\$ 18,031,721.42
<b>CAPITAL PROJECT FUNDS</b>						
006 - Public Safety Bond 2017 Fund	\$ 3,505,553.71	\$ 27,908.29	\$ 4,765.70	\$ 3,528,696.30	\$ 114,204.12	\$ 6,119.72
022 - Road Bond 2006 Construction Fund	619,284.17	2,232.38	-	621,516.55	7,674.34	-
027 - Co Priority Road Bond 2011 Fund	5,108,633.64	64,382.28	-	5,173,015.92	68,671.35	-
033 - Pass Thru Road Bond 2016 Fund	259,400.69	2,432.73	97,253.59	164,579.83	5,751.19	377,651.59
035 - Road Bond 2019 Fund	55,175,192.74	487,586.95	1,499,353.52	54,163,426.17	1,181,170.87	5,784,298.29
114 - Civil Courts Building Fund	1,165,248.34	10,278.85	-	1,175,527.19	35,371.16	-
146 - ORCA Cedar Oaks Mesa Fund	-	-	-	-	-	-
150 - Park Bond 2011 Fund	514,468.91	1,453.51	-	515,922.42	6,814.22	-
151 - Habitat Conservation Plan Fund	2,883,145.99	142,178.71	4,162.50	3,021,162.20	166,720.79	4,162.50
153 - CDBG Disaster Recovery Prgrm Fund	-	-	-	-	-	-
154 - Park Bond 2021 Fund	29,759,395.19	105,234.52	258,201.32	29,606,428.39	434,299.90	2,910,711.25
155 - TX Water Development Board Fund	-	-	-	-	-	-
156 - Park Bond 2022 Fund	25,005,721.20	90,139.18	-	25,095,860.38	25,337,063.98	241,203.60
160 - FM 110 TIRZ Fund	14,141,095.98	42,617.09	-	14,183,713.07	141,530.01	-
161 - La CIMA PID 2015 Fund	2,843,279.60	11,648.98	-	2,854,928.58	28,239.41	-
162 - La CIMA PID Neigh Impr 2020 Fund	884,993.22	7,691.88	3,000.00	889,685.10	7,691.88	3,000.00
163 - La CIMA PID Neigh Impr 2022 Fund	19,539,439.00	16,603.78	16,167,983.76	3,388,059.02	20,816,603.78	17,428,544.76
170 - Infrastructure Imp Fee Fund	1,083,653.34	13,783.06	15,600.00	1,081,836.40	92,869.64	22,433.66
CAPITAL PROJECT FUNDS BALANCE	\$ 162,488,505.72	\$ 1,026,172.19	\$ 18,050,320.39	\$ 145,464,357.52	\$ 48,444,676.64	\$ 26,778,125.37
<b>DEBT SERVICE FUND</b>						
190 - Interest and Sinking Fund	\$ 32,091,667.69	\$ 20,736,548.71	\$ -	\$ 52,828,216.40	\$ 31,633,901.21	\$ -
<b>TOTAL GOVERNMENTAL FUNDS</b>						
	\$ 286,870,093.43	\$ 85,571,346.76	\$ 31,842,561.85	\$ 340,598,878.34	\$ 189,353,893.80	\$ 81,711,838.86
003 - Medical & Dental Insurance Fund	\$ 20,153,528.25	\$ 802,370.38	\$ 1,235,558.05	\$ 19,720,340.58	\$ 4,024,014.00	\$ 4,063,592.88

# Hays County Schedule of Revenues

Through 01/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 001 - General Fund									
REVENUE									
Property and Sales Tax	105,994,251.00	.00	105,994,251.00	48,611,822.62	.00	70,569,019.15	35,425,231.85	67	99,884,680.05
Intergovernmental Revenues and Grants	5,613,204.00	632,765.00	6,245,969.00	286,119.80	.00	1,556,351.29	4,689,617.71	25	4,756,332.34
Charges for Services	6,320,340.00	.00	6,320,340.00	627,949.26	.00	1,933,298.44	4,387,041.56	31	6,484,420.02
Fines and Forfeitures	1,409,100.00	.00	1,409,100.00	252,155.51	.00	334,793.63	1,074,306.37	24	1,444,502.54
Other Revenues	1,072,600.00	148,958.00	1,221,558.00	75,860.16	.00	260,104.38	961,453.62	21	1,149,316.15
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	602,000.00	.00	602,000.00	338,964.38	.00	639,654.99	(37,654.99)	106	467,616.30
Fund Transfers	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0	3,322.67
REVENUE TOTALS	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$50,192,871.73	\$0.00	\$75,293,221.88	\$46,699,996.12	62%	\$114,190,190.07
Fund 001 - General Fund Totals	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$50,192,871.73	\$0.00	\$75,293,221.88	\$46,699,996.12		\$114,190,190.07
Fund 002 - Election Contract Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	119,153.39
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,122.82	.00	4,697.60	(4,697.60)	+++	3,862.85
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$1,122.82	\$0.00	\$4,697.60	\$145,302.40	3%	\$123,016.24
Fund 002 - Election Contract Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$1,122.82	\$0.00	\$4,697.60	\$145,302.40		\$123,016.24
Fund 003 - Medical & Dental Insurance Fund									
REVENUE									
Charges for Services	15,372,000.00	.00	15,372,000.00	745,984.52	.00	3,878,636.26	11,493,363.74	25	14,336,467.52
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,379.36
Interest Income	100,000.00	.00	100,000.00	56,385.86	.00	145,377.74	(45,377.74)	145	72,185.49
REVENUE TOTALS	\$15,472,000.00	\$0.00	\$15,472,000.00	\$802,370.38	\$0.00	\$4,024,014.00	\$11,447,986.00	26%	\$14,410,032.37
Fund 003 - Medical & Dental Insurance Fund Totals	\$15,472,000.00	\$0.00	\$15,472,000.00	\$802,370.38	\$0.00	\$4,024,014.00	\$11,447,986.00		\$14,410,032.37
Fund 006 - Public Safety Bond 2017 Fund									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	27,908.29	.00	114,204.12	(114,204.12)	+++	68,575.10
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$27,908.29	\$0.00	\$114,204.12	(\$114,204.12)	+++	\$68,575.10

# Hays County Schedule of Revenues

Through 01/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 006 - Public Safety Bond 2017 Fund Totals	\$0.00	\$0.00	\$0.00	\$27,908.29	\$0.00	\$0.00	\$114,204.12	(\$114,204.12)		\$68,575.10
Fund 011 - American Rescue Plan Fund										
REVENUE										
Intergovernmental Revenues and Grants	12,707,721.00	11,735,407.00	24,443,128.00	2,135,240.89	.00	.00	11,302,285.49	13,140,842.51	46	11,389,774.34
Interest Income	.00	.00	.00	83,654.35	.00	.00	353,060.39	(353,060.39)	+++	118,457.10
REVENUE TOTALS	\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$2,218,895.24	\$0.00	\$0.00	\$11,655,345.88	\$12,787,782.12	48%	\$11,508,231.44
Fund 011 - American Rescue Plan Fund Totals	\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$2,218,895.24	\$0.00	\$0.00	\$11,655,345.88	\$12,787,782.12		\$11,508,231.44
Fund 012 - Local Assistance and TC Fund										
REVENUE										
Intergovernmental Revenues and Grants	.00	100,000.00	100,000.00	.00	.00	.00	.00	100,000.00	0	.00
Interest Income	.00	.00	.00	82.13	.00	.00	82.13	(82.13)	+++	.00
REVENUE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$82.13	\$0.00	\$0.00	\$82.13	\$99,917.87	0%	\$0.00
Fund 012 - Local Assistance and TC Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$82.13	\$0.00	\$0.00	\$82.13	\$99,917.87		\$0.00
Fund 020 - Road and Bridge General Fund										
REVENUE										
Property and Sales Tax	10,235,473.00	.00	10,235,473.00	3,976,918.29	.00	.00	5,713,445.62	4,522,027.38	56	10,223,189.67
Intergovernmental Revenues and Grants	1,013,896.00	500,000.00	1,513,896.00	.00	.00	.00	.00	1,513,896.00	0	104,755.00
Charges for Services	1,855,000.00	.00	1,855,000.00	526,360.00	.00	.00	951,482.70	903,517.30	51	2,194,222.75
Fines and Forfeitures	235,000.00	.00	235,000.00	28,678.42	.00	.00	115,607.46	119,392.54	49	348,671.59
Other Revenues	250,000.00	39,555.00	289,555.00	17,670.23	.00	.00	28,374.19	261,180.81	10	300,701.19
Interest Income	150,000.00	.00	150,000.00	47,852.23	.00	.00	256,187.77	(106,187.77)	171	163,897.02
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$4,597,479.17	\$0.00	\$0.00	\$7,065,097.74	\$7,213,826.26	49%	\$13,335,437.22
Fund 020 - Road and Bridge General Fund Totals	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$4,597,479.17	\$0.00	\$0.00	\$7,065,097.74	\$7,213,826.26		\$13,335,437.22
Fund 022 - Road Bond 2006 Construction Fund										
REVENUE										
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,232.38	.00	.00	7,674.34	(7,674.34)	+++	4,289.37
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$2,232.38	\$0.00	\$0.00	\$7,674.34	(\$7,674.34)	+++	\$4,289.37
Fund 022 - Road Bond 2006 Construction Fund Totals	\$0.00	\$0.00	\$0.00	\$2,232.38	\$0.00	\$0.00	\$7,674.34	(\$7,674.34)		\$4,289.37
Fund 027 - Co Priority Road Bond 2011 Fund										
REVENUE										
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	64,382.28	.00	68,671.35	(68,671.35)	+++	40,786.47
<b>REVENUE TOTALS</b>	\$0.00	\$0.00	\$0.00	\$64,382.28	\$0.00	\$68,671.35	(\$68,671.35)	+++	\$40,786.47
<b>Fund 027 - Co Priority Road Bond 2011 Fund Totals</b>	\$0.00	\$0.00	\$0.00	\$64,382.28	\$0.00	\$68,671.35	(\$68,671.35)		\$40,786.47
<b>Fund 033 - Pass Thru Road Bond 2016 Fund</b>									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,432.73	.00	5,751.19	(5,751.19)	+++	10,282.43
<b>REVENUE TOTALS</b>	\$0.00	\$0.00	\$0.00	\$2,432.73	\$0.00	\$5,751.19	(\$5,751.19)	+++	\$10,282.43
<b>Fund 033 - Pass Thru Road Bond 2016 Fund Totals</b>	\$0.00	\$0.00	\$0.00	\$2,432.73	\$0.00	\$5,751.19	(\$5,751.19)		\$10,282.43
<b>Fund 035 - Road Bond 2019 Fund</b>									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	1,230,000.00	309,120.00	1,539,120.00	281,130.28	.00	312,527.40	1,226,592.60	20	1,033,763.31
Other Revenues	.00	29,012.00	29,012.00	.00	.00	.00	29,012.00	0	1,584,618.58
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	206,456.67	.00	868,643.47	(868,643.47)	+++	519,347.07
<b>REVENUE TOTALS</b>	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$487,586.95	\$0.00	\$1,181,170.87	\$386,961.13	75%	\$3,137,728.96
<b>Fund 035 - Road Bond 2019 Fund Totals</b>	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$487,586.95	\$0.00	\$1,181,170.87	\$386,961.13		\$3,137,728.96
<b>Fund 050 - Sheriff Abandoned Vehicle Fund</b>									
<b>REVENUE</b>									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	121.52	.00	406.29	(406.29)	+++	231.04
<b>REVENUE TOTALS</b>	\$0.00	\$0.00	\$0.00	\$121.52	\$0.00	\$406.29	(\$406.29)	+++	\$231.04
<b>Fund 050 - Sheriff Abandoned Vehicle Fund Totals</b>	\$0.00	\$0.00	\$0.00	\$121.52	\$0.00	\$406.29	(\$406.29)		\$231.04
<b>Fund 051 - Sheriff Bail Bond Fund</b>									
<b>REVENUE</b>									
Charges for Services	2,300.00	.00	2,300.00	.00	.00	.00	2,300.00	0	3,050.00
Interest Income	.00	.00	.00	268.85	.00	906.21	(906.21)	+++	503.78
<b>REVENUE TOTALS</b>	\$2,300.00	\$0.00	\$2,300.00	\$268.85	\$0.00	\$906.21	\$1,393.79	39%	\$3,553.78
<b>Fund 051 - Sheriff Bail Bond Fund Totals</b>	\$2,300.00	\$0.00	\$2,300.00	\$268.85	\$0.00	\$906.21	\$1,393.79		\$3,553.78
<b>Fund 052 - Sheriff Special Projects Fund</b>									

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
REVENUE									
Other Revenues	.00	3,350.00	3,350.00	.00	.00	600.00	2,750.00	18	1,250.00
Interest Income	.00	.00	.00	.00	.00	1.86	(1.86)	+++	6.12
REVENUE TOTALS	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$601.86	\$2,748.14	18%	\$1,256.12
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$601.86	\$2,748.14		\$1,256.12
Fund 053 - Sheriff Drug Forfeiture Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	23,793.65	.00	23,793.65	(23,793.65)	+++	40,040.35
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,805.00
Interest Income	.00	.00	.00	548.24	.00	1,884.71	(1,884.71)	+++	1,053.41
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$24,341.89	\$0.00	\$25,678.36	(\$25,678.36)	+++	\$42,898.76
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$24,341.89	\$0.00	\$25,678.36	(\$25,678.36)		\$42,898.76
Fund 055 - Sheriff Fed Discretionary Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	531.62	.00	34,454.99	(34,454.99)	+++	68,075.34
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	2,664.75
Interest Income	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$531.62	\$0.00	\$34,454.99	(\$34,454.99)	+++	\$70,740.09
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$531.62	\$0.00	\$34,454.99	(\$34,454.99)		\$70,740.09
Fund 064 - Fire Marshal Code Fee Fund									
REVENUE									
Charges for Services	52,000.00	.00	52,000.00	9,281.75	.00	26,946.25	25,053.75	52	66,105.20
Interest Income	.00	.00	.00	399.34	.00	1,262.60	(1,262.60)	+++	393.46
REVENUE TOTALS	\$52,000.00	\$0.00	\$52,000.00	\$9,681.09	\$0.00	\$28,208.85	\$23,791.15	54%	\$66,498.66
Fund 064 - Fire Marshal Code Fee Fund Totals	\$52,000.00	\$0.00	\$52,000.00	\$9,681.09	\$0.00	\$28,208.85	\$23,791.15		\$66,498.66
Fund 065 - Veteran's Court Program Fund									
REVENUE									
Other Revenues	.00	.00	.00	30.00	.00	192.00	(192.00)	+++	1,349.00
Interest Income	.00	.00	.00	41.54	.00	138.40	(138.40)	+++	72.94
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$71.54	\$0.00	\$330.40	(\$330.40)	+++	\$1,421.94
Fund 065 - Veteran's Court Program Fund Totals	\$0.00	\$0.00	\$0.00	\$71.54	\$0.00	\$330.40	(\$330.40)		\$1,421.94



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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 067 - Constable 2 Drug Forfeiture Fund									
REVENUE									
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
REVENUE									
Intergovernmental Revenues and Grants	100,000.00	.00	100,000.00	10,422.94	.00	29,055.55	70,944.45	29	76,101.18
Charges for Services	2,533,100.00	.00	2,533,100.00	161,125.00	.00	707,732.50	1,825,367.50	28	1,963,313.75
Other Revenues	165,000.00	.00	165,000.00	11,476.50	.00	33,630.16	131,369.84	20	178,795.76
Interest Income	.00	.00	.00	2,154.31	.00	40,550.42	(40,550.42)	+++	791.57
Fund Transfers	1,498,796.00	.00	1,498,796.00	.00	.00	.00	1,498,796.00	0	2,723,046.00
REVENUE TOTALS	\$4,296,896.00	\$0.00	\$4,296,896.00	\$185,178.75	\$0.00	\$810,968.63	\$3,485,927.37	19%	\$4,942,048.26
Fund 070 - Juvenile Detention Center Fund Totals	\$4,296,896.00	\$0.00	\$4,296,896.00	\$185,178.75	\$0.00	\$810,968.63	\$3,485,927.37		\$4,942,048.26
Fund 080 - DA Hot Check Fee Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	199.20	(199.20)	+++	1,949.10
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.20	(\$199.20)	+++	\$1,949.10
Fund 080 - DA Hot Check Fee Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.20	(\$199.20)		\$1,949.10
Fund 081 - DA Drug Forfeiture Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	16,751.70	.00	16,751.70	(16,751.70)	+++	109,202.92
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	243.29	.00	836.55	(836.55)	+++	467.24
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$16,994.99	\$0.00	\$17,588.25	(\$17,588.25)	+++	\$109,670.16
Fund 081 - DA Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$16,994.99	\$0.00	\$17,588.25	(\$17,588.25)		\$109,670.16
Fund 084 - Law Library Fund									
REVENUE									
Charges for Services	110,000.00	.00	110,000.00	10,556.00	.00	37,055.98	72,944.02	34	113,332.81
Other Revenues	.00	.00	.00	31.00	.00	223.50	(223.50)	+++	426.65
Interest Income	.00	.00	.00	262.84	.00	1,100.51	(1,100.51)	+++	718.76

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$110,000.00	\$0.00	\$110,000.00	\$10,849.84	\$0.00	\$38,379.99	\$38,379.99	\$71,620.01	35%	\$114,478.22
Fund 084 - Law Library Fund Totals										
Fund 100 - County and District Court Techn	\$110,000.00	\$0.00	\$110,000.00	\$10,849.84	\$0.00	\$38,379.99	\$38,379.99	\$71,620.01		\$114,478.22
REVENUE										
Charges for Services	4,300.00	.00	4,300.00	372.53	.00	1,672.92	1,672.92	2,627.08	39	5,880.63
Interest Income	.00	.00	.00	107.26	.00	351.57	351.57	(351.57)	+++	184.95
REVENUE TOTALS	\$4,300.00	\$0.00	\$4,300.00	\$479.79	\$0.00	\$2,024.49	\$2,024.49	\$2,275.51	47%	\$6,065.58
Fund 100 - County and District Court Techn Totals										
Fund 101 - Records Mgmt and Archive Fund	\$4,300.00	\$0.00	\$4,300.00	\$479.79	\$0.00	\$2,024.49	\$2,024.49	\$2,275.51		\$6,065.58
REVENUE										
Charges for Services	1,400,000.00	.00	1,400,000.00	67,396.13	.00	316,775.74	316,775.74	1,083,224.26	23	1,330,757.10
Interest Income	.00	.00	.00	10,525.00	.00	36,078.51	36,078.51	(36,078.51)	+++	20,644.88
REVENUE TOTALS	\$1,400,000.00	\$0.00	\$1,400,000.00	\$77,921.13	\$0.00	\$352,854.25	\$352,854.25	\$1,047,145.75	25%	\$1,351,401.98
Fund 101 - Records Mgmt and Archive Fund Totals										
Fund 102 - Guardianship Fee Fund	\$1,400,000.00	\$0.00	\$1,400,000.00	\$77,921.13	\$0.00	\$352,854.25	\$352,854.25	\$1,047,145.75		\$1,351,401.98
REVENUE										
Charges for Services	12,000.00	.00	12,000.00	1,770.00	.00	5,970.00	5,970.00	6,030.00	50	19,264.16
Interest Income	.00	.00	.00	177.94	.00	608.01	608.01	(608.01)	+++	304.57
REVENUE TOTALS	\$12,000.00	\$0.00	\$12,000.00	\$1,947.94	\$0.00	\$6,578.01	\$6,578.01	\$5,421.99	55%	\$19,568.73
Fund 102 - Guardianship Fee Fund Totals										
Fund 105 - Court Records Preservation	\$12,000.00	\$0.00	\$12,000.00	\$1,947.94	\$0.00	\$6,578.01	\$6,578.01	\$5,421.99		\$19,568.73
REVENUE										
Charges for Services	55,000.00	.00	55,000.00	8,723.01	.00	31,452.64	31,452.64	23,547.36	57	79,019.91
Interest Income	.00	.00	.00	515.53	.00	1,601.97	1,601.97	(1,601.97)	+++	716.52
REVENUE TOTALS	\$55,000.00	\$0.00	\$55,000.00	\$9,238.54	\$0.00	\$33,054.61	\$33,054.61	\$21,945.39	60%	\$79,736.43
Fund 105 - Court Records Preservation Totals										
Fund 106 - County Records Preservation Fund	\$55,000.00	\$0.00	\$55,000.00	\$9,238.54	\$0.00	\$33,054.61	\$33,054.61	\$21,945.39		\$79,736.43
REVENUE										
Charges for Services	57,000.00	.00	57,000.00	2,477.16	.00	11,136.77	11,136.77	45,863.23	20	49,178.73
Interest Income	.00	.00	.00	.00	.00	2,512.63	2,512.63	(2,512.63)	+++	2,739.71
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$57,000.00	\$0.00	\$57,000.00	\$2,477.16	\$0.00	\$13,649.40	\$13,649.40	\$43,350.60	24%	\$51,918.44

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 106 - County Records Preservation Fund Totals</b>	\$57,000.00	\$0.00	\$57,000.00	\$2,477.16	\$0.00	\$13,649.40	\$43,350.60		\$51,918.44
<b>Fund 107 - Courthouse Security Fund</b>									
REVENUE									
Charges for Services	141,400.00	.00	141,400.00	16,315.82	.00	46,868.64	94,531.36	33	166,051.16
Interest Income	.00	.00	.00	719.82	.00	2,495.36	(2,495.36)	+++	1,406.65
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>	<b>\$141,400.00</b>	<b>\$0.00</b>	<b>\$141,400.00</b>	<b>\$17,035.64</b>	<b>\$0.00</b>	<b>\$49,364.00</b>	<b>\$92,036.00</b>	<b>35%</b>	<b>\$167,457.81</b>
<b>Fund 107 - Courthouse Security Fund Totals</b>	<b>\$141,400.00</b>	<b>\$0.00</b>	<b>\$141,400.00</b>	<b>\$17,035.64</b>	<b>\$0.00</b>	<b>\$49,364.00</b>	<b>\$92,036.00</b>		<b>\$167,457.81</b>
<b>Fund 108 - Dist Court Records Technology</b>									
REVENUE									
Charges for Services	6,000.00	.00	6,000.00	35.00	.00	181.11	5,818.89	3	3,809.68
Interest Income	.00	.00	.00	271.25	.00	905.47	(905.47)	+++	513.05
<b>REVENUE TOTALS</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$306.25</b>	<b>\$0.00</b>	<b>\$1,086.58</b>	<b>\$4,913.42</b>	<b>18%</b>	<b>\$4,322.73</b>
<b>Fund 108 - Dist Court Records Technology Totals</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$306.25</b>	<b>\$0.00</b>	<b>\$1,086.58</b>	<b>\$4,913.42</b>		<b>\$4,322.73</b>
<b>Fund 109 - Truancy Court Fee Fund</b>									
REVENUE									
Charges for Services	.00	.00	.00	150.00	.00	150.00	(150.00)	+++	200.00
Interest Income	.00	.00	.00	5.89	.00	19.99	(19.99)	+++	10.69
<b>REVENUE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$155.89</b>	<b>\$0.00</b>	<b>\$169.99</b>	<b>(\$169.99)</b>	<b>+++</b>	<b>\$210.69</b>
<b>Fund 109 - Truancy Court Fee Fund Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$155.89</b>	<b>\$0.00</b>	<b>\$169.99</b>	<b>(\$169.99)</b>		<b>\$210.69</b>
<b>Fund 110 - Justice Court Bldg Security Fund</b>									
REVENUE									
Charges for Services	1,150.00	.00	1,150.00	167.28	.00	167.28	982.72	15	1,044.16
Interest Income	.00	.00	.00	585.90	.00	1,958.25	(1,958.25)	+++	1,110.90
<b>REVENUE TOTALS</b>	<b>\$1,150.00</b>	<b>\$0.00</b>	<b>\$1,150.00</b>	<b>\$753.18</b>	<b>\$0.00</b>	<b>\$2,125.53</b>	<b>(\$975.53)</b>	<b>185%</b>	<b>\$2,155.06</b>
<b>Fund 110 - Justice Court Bldg Security Fund Totals</b>	<b>\$1,150.00</b>	<b>\$0.00</b>	<b>\$1,150.00</b>	<b>\$753.18</b>	<b>\$0.00</b>	<b>\$2,125.53</b>	<b>(\$975.53)</b>		<b>\$2,155.06</b>
<b>Fund 111 - Court Reporters Service Fund</b>									
REVENUE									
Charges for Services	63,000.00	.00	63,000.00	7,617.41	.00	27,096.58	35,903.42	43	76,228.02
Interest Income	.00	.00	.00	113.86	.00	672.33	(672.33)	+++	326.17
<b>REVENUE TOTALS</b>	<b>\$63,000.00</b>	<b>\$0.00</b>	<b>\$63,000.00</b>	<b>\$7,731.27</b>	<b>\$0.00</b>	<b>\$27,768.91</b>	<b>\$35,231.09</b>	<b>44%</b>	<b>\$76,554.19</b>
<b>Fund 111 - Court Reporters Service Fund Totals</b>	<b>\$63,000.00</b>	<b>\$0.00</b>	<b>\$63,000.00</b>	<b>\$7,731.27</b>	<b>\$0.00</b>	<b>\$27,768.91</b>	<b>\$35,231.09</b>		<b>\$76,554.19</b>
<b>Fund 112 - Justice Court Technology Fund</b>									

# Hays County Schedule of Revenues

Through 01/31/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE									
Charges for Services	25,500.00	.00	25,500.00	5,290.36	.00	5,290.36	20,209.64	21	27,731.04
Interest Income	.00	.00	.00	1,549.90	.00	5,352.38	(5,352.38)	+++	3,065.38
REVENUE TOTALS	\$25,500.00	\$0.00	\$25,500.00	\$6,840.26	\$0.00	\$10,642.74	\$14,857.26	42%	\$30,796.42
Fund 112 - Justice Court Technology Fund Totals	\$25,500.00	\$0.00	\$25,500.00	\$6,840.26	\$0.00	\$10,642.74	\$14,857.26		\$30,796.42
Fund 114 - Civil Courts Building Fund									
REVENUE									
Charges for Services	60,000.00	.00	60,000.00	6,052.00	.00	21,324.12	38,675.88	36	74,304.97
Interest Income	.00	.00	.00	4,226.85	.00	14,047.04	(14,047.04)	+++	7,806.44
REVENUE TOTALS	\$60,000.00	\$0.00	\$60,000.00	\$10,278.85	\$0.00	\$35,371.16	\$24,628.84	59%	\$82,111.41
Fund 114 - Civil Courts Building Fund Totals	\$60,000.00	\$0.00	\$60,000.00	\$10,278.85	\$0.00	\$35,371.16	\$24,628.84		\$82,111.41
Fund 115 - Dispute Resolution Fund									
REVENUE									
Charges for Services	57,900.00	.00	57,900.00	8,449.01	.00	19,866.15	38,033.85	34	62,916.25
Interest Income	.00	.00	.00	118.11	.00	476.96	(476.96)	+++	246.19
REVENUE TOTALS	\$57,900.00	\$0.00	\$57,900.00	\$8,567.12	\$0.00	\$20,343.11	\$37,556.89	35%	\$63,162.44
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$8,567.12	\$0.00	\$20,343.11	\$37,556.89		\$63,162.44
Fund 116 - Juvenile Delinquency Prevention									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	.93	.00	2.77	(2.77)	+++	1.22
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.93	\$0.00	\$2.77	(\$2.77)	+++	\$1.22
Fund 116 - Juvenile Delinquency Prevention Totals	\$0.00	\$0.00	\$0.00	\$0.93	\$0.00	\$2.77	(\$2.77)		\$1.22
Fund 117 - County Child Abuse Prevention									
REVENUE									
Charges for Services	200.00	.00	200.00	.00	.00	12.09	187.91	6	348.86
Interest Income	.00	.00	.00	.00	.00	.62	(.62)	+++	.30
REVENUE TOTALS	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$12.71	\$187.29	6%	\$349.16
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$12.71	\$187.29		\$349.16
Fund 119 - Language Access Fee Fund									
REVENUE									
Charges for Services	13,800.00	.00	13,800.00	3,223.80	.00	5,446.62	8,353.38	39	14,246.23
Interest Income	.00	.00	.00	60.45	.00	187.95	(187.95)	+++	50.86

# Hays County Schedule of Revenues

Through 01/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>REVENUE TOTALS</b>	\$13,800.00	\$0.00	\$13,800.00	\$3,284.25	\$0.00	\$5,634.57	\$8,165.43	41%	\$14,297.09
Fund 119 - Language Access Fee Fund Totals	\$13,800.00	\$0.00	\$13,800.00	\$3,284.25	\$0.00	\$5,634.57	\$8,165.43		\$14,297.09
Fund 120 - Family Health Services Fund									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	1,502,532.00	78,672.00	1,581,204.00	.00	.00	233,473.49	1,347,730.51	15	647,365.45
Charges for Services	400.00	.00	400.00	.00	.00	50.00	350.00	12	820.00
Other Revenues	.00	50.00	50.00	.00	.00	.00	50.00	0	2,517.50
Interest Income	.00	.00	.00	371.45	.00	26,549.14	(26,549.14)	+++	8,008.04
Fund Transfers	2,718,880.00	.00	2,718,880.00	.00	.00	.00	2,718,880.00	0	2,557,711.00
<b>REVENUE TOTALS</b>	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$371.45	\$0.00	\$260,072.63	\$4,040,461.37	6%	\$3,216,421.99
Fund 120 - Family Health Services Fund Totals	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$371.45	\$0.00	\$260,072.63	\$4,040,461.37		\$3,216,421.99
Fund 121 - Tobacco Settlement Fund									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	110,000.00	.00	110,000.00	.00	.00	.00	110,000.00	0	115,587.87
Interest Income	.00	.00	.00	640.55	.00	2,202.15	(2,202.15)	+++	1,230.86
<b>REVENUE TOTALS</b>	\$110,000.00	\$0.00	\$110,000.00	\$640.55	\$0.00	\$2,202.15	\$107,797.85	2%	\$116,818.73
Fund 121 - Tobacco Settlement Fund Totals	\$110,000.00	\$0.00	\$110,000.00	\$640.55	\$0.00	\$2,202.15	\$107,797.85		\$116,818.73
Fund 141 - Historical Comm Publication Fund									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	170.93	.00	170.93	(170.93)	+++	571.57
Interest Income	.00	.00	.00	475.41	.00	1,659.88	(1,659.88)	+++	934.77
<b>REVENUE TOTALS</b>	\$0.00	\$0.00	\$0.00	\$646.34	\$0.00	\$1,830.81	(\$1,830.81)	+++	\$1,506.34
Fund 141 - Historical Comm Publication Fund Totals	\$0.00	\$0.00	\$0.00	\$646.34	\$0.00	\$1,830.81	(\$1,830.81)		\$1,506.34
Fund 144 - Historical Jail Restoration Fund									
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,641.82	.00	8,830.14	(8,830.14)	+++	5,022.61
<b>REVENUE TOTALS</b>	\$0.00	\$0.00	\$0.00	\$2,641.82	\$0.00	\$8,830.14	(\$8,830.14)	+++	\$5,022.61
Fund 144 - Historical Jail Restoration Fund Totals	\$0.00	\$0.00	\$0.00	\$2,641.82	\$0.00	\$8,830.14	(\$8,830.14)		\$5,022.61
Fund 146 - ORCA Cedar Oaks Mesa Fund									
<b>REVENUE</b>									

# Hays County Schedule of Revenues

Through 01/31/23  
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Summary Listing

Account Classification	Adopted Budget	Budget		Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
		Amendments	Amended Budget						
Intergovernmental Revenues and Grants		.00	350,000.00	.00	.00	.00	350,000.00	0	.00
Other Revenues		.00	17,500.00	.00	.00	.00	17,500.00	0	.00
Fund Transfers		.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		\$0.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00	0%	\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals		\$0.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00		\$0.00
Fund 150 - Park Bond 2011 Fund									
REVENUE									
Intergovernmental Revenues and Grants	392,000.00	.00	392,000.00	.00	.00	.00	392,000.00	0	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,453.51	.00	6,814.22	(6,814.22)	+++	4,296.04
REVENUE TOTALS	\$392,000.00	\$0.00	\$392,000.00	\$1,453.51	\$0.00	\$6,814.22	\$385,185.78	2%	\$4,296.04
Fund 150 - Park Bond 2011 Fund Totals	\$392,000.00	\$0.00	\$392,000.00	\$1,453.51	\$0.00	\$6,814.22	\$385,185.78		\$4,296.04
Fund 151 - Habitat Conservation Plan Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	250,000.00	.00	250,000.00	131,750.00	.00	131,750.00	118,250.00	53	1,581,760.00
Interest Income	.00	.00	.00	10,428.71	.00	34,970.79	(34,970.79)	+++	13,364.85
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$250,000.00	\$0.00	\$250,000.00	\$142,178.71	\$0.00	\$166,720.79	\$83,279.21	67%	\$1,595,124.85
Fund 151 - Habitat Conservation Plan Fund Totals	\$250,000.00	\$0.00	\$250,000.00	\$142,178.71	\$0.00	\$166,720.79	\$83,279.21		\$1,595,124.85
Fund 152 - HCL Provider Participation Fund									
REVENUE									
Other Revenues	20,800,000.00	.00	20,800,000.00	6,393,518.49	.00	13,465,643.03	7,334,356.97	65	16,055,885.00
Interest Income	.00	.00	.00	15,576.68	.00	35,257.26	(35,257.26)	+++	678.86
REVENUE TOTALS	\$20,800,000.00	\$0.00	\$20,800,000.00	\$6,409,095.17	\$0.00	\$13,500,900.29	\$7,299,099.71	65%	\$16,056,563.86
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$6,409,095.17	\$0.00	\$13,500,900.29	\$7,299,099.71		\$16,056,563.86
Fund 153 - CDBG Disaster Recovery Prgm Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0	250,025.28
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgm Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00		\$250,025.28



# Hays County Schedule of Revenues

Through 01/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 154 - Park Bond 2021 Fund									
REVENUE									
Intergovernmental Revenues and Grants									
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	874,750.00
Interest Income	.00	.00	.00	.00	.00	.00	.00	+++	.00
	.00	.00	.00	105,234.52	.00	434,299.90	(434,299.90)	+++	299,346.74
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$105,234.52	\$0.00	\$434,299.90	(\$434,299.90)	+++	\$1,174,096.74
Fund 154 - Park Bond 2021 Fund Totals	\$0.00	\$0.00	\$0.00	\$105,234.52	\$0.00	\$434,299.90	(\$434,299.90)		\$1,174,096.74
Fund 155 - TX Water Development Board Fund									
REVENUE									
Intergovernmental Revenues and Grants									
REVENUE TOTALS	215,000.00	.00	215,000.00	.00	.00	.00	215,000.00	0	.00
Fund 155 - TX Water Development Board Fund Totals	\$215,000.00	\$0.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	\$0.00
Fund 156 - Park Bond 2022 Fund	\$215,000.00	\$0.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00		\$0.00
REVENUE									
Debt Proceeds	.00	.00	.00	.00	.00	25,241,203.60	(25,241,203.60)	+++	.00
Interest Income	.00	.00	.00	90,139.18	.00	95,860.38	(95,860.38)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$90,139.18	\$0.00	\$25,337,063.98	(\$25,337,063.98)	+++	\$0.00
Fund 156 - Park Bond 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$90,139.18	\$0.00	\$25,337,063.98	(\$25,337,063.98)		\$0.00
Fund 160 - FM 110 TIRZ									
REVENUE									
Property and Sales Tax	3,300,000.00	.00	3,300,000.00	.00	.00	.00	3,300,000.00	0	3,761,693.99
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	42,617.09	.00	141,530.01	(141,530.01)	+++	49,411.70
REVENUE TOTALS	\$3,300,000.00	\$0.00	\$3,300,000.00	\$42,617.09	\$0.00	\$141,530.01	\$3,158,469.99	4%	\$3,811,105.69
Fund 160 - FM 110 TIRZ Totals	\$3,300,000.00	\$0.00	\$3,300,000.00	\$42,617.09	\$0.00	\$141,530.01	\$3,158,469.99		\$3,811,105.69
Fund 161 - La Cima PID 2015 Fund									
REVENUE									
Property and Sales Tax	1,710,000.00	.00	1,710,000.00	.00	.00	.00	1,710,000.00	0	1,709,909.02
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	11,648.98	.00	28,239.41	(28,239.41)	+++	7,577.81
REVENUE TOTALS	\$1,710,000.00	\$0.00	\$1,710,000.00	\$11,648.98	\$0.00	\$28,239.41	\$1,681,760.59	2%	\$1,717,486.83
Fund 161 - La Cima PID 2015 Fund Totals	\$1,710,000.00	\$0.00	\$1,710,000.00	\$11,648.98	\$0.00	\$28,239.41	\$1,681,760.59		\$1,717,486.83

# Hays County Schedule of Revenues

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 162 - La Cima PID Neigh Impr 2020 Fund									
REVENUE									
Property and Sales Tax	670,000.00	.00	670,000.00	.00	.00	.00	670,000.00	0	645,568.09
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	7,691.88	.00	7,691.88	(7,691.88)	+++	2,468.74
REVENUE TOTALS	\$670,000.00	\$0.00	\$670,000.00	\$7,691.88	\$0.00	\$7,691.88	\$662,308.12	1%	\$648,036.83
Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals	\$670,000.00	\$0.00	\$670,000.00	\$7,691.88	\$0.00	\$7,691.88	\$662,308.12		\$648,036.83
Fund 163 - La CIMA PID Neigh Impr 2022 Fund									
REVENUE									
Property and Sales Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	20,800,000.00	(20,800,000.00)	+++	.00
Interest Income	.00	.00	.00	16,603.78	.00	16,603.78	(16,603.78)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$16,603.78	\$0.00	\$20,816,603.78	(\$20,816,603.78)	+++	\$0.00
Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$16,603.78	\$0.00	\$20,816,603.78	(\$20,816,603.78)		\$0.00
Fund 170 - Infrastructure Imp Fee Fund									
REVENUE									
Charges for Services	500,000.00	.00	500,000.00	9,900.00	.00	79,950.00	420,050.00	16	483,850.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	619.00
Interest Income	.00	.00	.00	3,883.06	.00	12,919.64	(12,919.64)	+++	6,517.14
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$500,000.00	\$0.00	\$500,000.00	\$13,783.06	\$0.00	\$92,869.64	\$407,130.36	19%	\$490,986.14
Fund 170 - Infrastructure Imp Fee Fund Totals	\$500,000.00	\$0.00	\$500,000.00	\$13,783.06	\$0.00	\$92,869.64	\$407,130.36		\$490,986.14
Fund 190 - Interest and Sinking Fund									
REVENUE									
Property and Sales Tax	33,579,817.00	.00	33,579,817.00	20,586,737.05	.00	29,225,968.53	4,353,848.47	87	35,389,078.03
Other Revenues	10,000,000.00	.00	10,000,000.00	.00	.00	2,197,333.00	7,802,667.00	22	10,659,809.01
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	80,000.00	.00	80,000.00	149,811.66	.00	210,599.68	(130,599.68)	263	76,459.84
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$43,659,817.00	\$0.00	\$43,659,817.00	\$20,736,548.71	\$0.00	\$31,633,901.21	\$12,025,915.79	72%	\$46,125,346.88
Fund 190 - Interest and Sinking Fund Totals	\$43,659,817.00	\$0.00	\$43,659,817.00	\$20,736,548.71	\$0.00	\$31,633,901.21	\$12,025,915.79		\$46,125,346.88

# Hays County Schedule of Revenues

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Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Grand Totals	\$246,697,660.00	\$14,044,389.00	\$260,742,049.00	\$86,373,717.14	\$0.00	\$193,377,907.80	\$67,364,141.20			\$239,346,263.99

# Hays County Schedule of Expenses

Through 01/31/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 001 - General Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	81,859,115.00	(87,489.00)	81,771,626.00	5,957,704.03	.00	23,823,219.05	57,948,406.95	29	67,027,493.34
Operating	33,586,764.00	1,179,708.00	34,766,472.00	3,484,855.42	407,450.33	10,428,376.28	23,930,645.39	31	34,272,881.46
Travel	16,000.00	8,554.00	24,554.00	304.69	.00	876.98	23,677.02	4	17,246.51
Continuing Education	335,876.00	29,400.00	365,276.00	28,027.66	20,312.52	67,209.18	277,754.30	24	242,125.73
Capital Outlay	13,335,500.00	(280,150.00)	13,055,350.00	229,691.40	69,600.24	257,716.15	12,728,033.61	3	1,152,480.57
Capital Assets	2,066,252.00	249,862.00	2,316,114.00	143,476.78	849,630.17	397,570.51	1,068,913.32	54	1,218,315.22
Capital Assets - Operating	590,243.00	259,195.00	849,438.00	82,524.76	101,064.34	141,578.51	606,795.15	29	513,219.07
Depreciation and Amortization	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	461,337.00	.00	461,337.00	.00	.00	436,336.35	25,000.65	95	436,692.90
Interfund Transfers	4,217,676.00	.00	4,217,676.00	.00	.00	.00	4,217,676.00	0	5,280,757.00
<b>EXPENSE TOTALS</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$9,926,584.74</b>	<b>\$1,448,057.60</b>	<b>\$35,552,883.01</b>	<b>\$100,826,902.39</b>	<b>27%</b>	<b>\$110,161,211.80</b>
<b>Fund 001 - General Fund Totals</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$9,926,584.74</b>	<b>\$1,448,057.60</b>	<b>\$35,552,883.01</b>	<b>\$100,826,902.39</b>		<b>\$110,161,211.80</b>
<b>Fund 002 - Election Contract Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	449,799.00	.00	449,799.00	4,369.40	215.14	68,205.20	381,378.66	15	132,358.68
Continuing Education	2,500.00	.00	2,500.00	.00	250.00	.00	2,250.00	10	2,025.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	6,608.97
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	29,168.49
<b>EXPENSE TOTALS</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$4,369.40</b>	<b>\$465.14</b>	<b>\$68,205.20</b>	<b>\$383,628.66</b>	<b>15%</b>	<b>\$170,161.14</b>
<b>Fund 002 - Election Contract Fund Totals</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$4,369.40</b>	<b>\$465.14</b>	<b>\$68,205.20</b>	<b>\$383,628.66</b>		<b>\$170,161.14</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund</b>									
<b>EXPENSE</b>									
Operating	16,500,000.00	.00	16,500,000.00	1,235,558.05	.00	4,063,592.88	12,436,407.12	25	12,833,152.60
<b>EXPENSE TOTALS</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,235,558.05</b>	<b>\$0.00</b>	<b>\$4,063,592.88</b>	<b>\$12,436,407.12</b>	<b>25%</b>	<b>\$12,833,152.60</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund Totals</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,235,558.05</b>	<b>\$0.00</b>	<b>\$4,063,592.88</b>	<b>\$12,436,407.12</b>		<b>\$12,833,152.60</b>
<b>Fund 006 - Public Safety Bond 2017 Fund</b>									
<b>EXPENSE</b>									
Operating	1,292.00	.00	1,292.00	.00	1,291.82	.00	.18	100	2,695.00

# Hays County Schedule of Expenses

Through 01/31/23

Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Outlay	4,314,491.00	.00	4,314,491.00	4,765.70	.00	6,119.72	4,308,371.28	0	2,092,329.35
Capital Assets	.00	.00	.00	.00	(10.00)	.00	10.00	+++	93,609.05
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	20,700.46
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 006 - Public Safety Bond 2017 Fund Totals	\$4,315,783.00	\$0.00	\$4,315,783.00	\$4,765.70	\$1,281.82	\$6,119.72	\$4,308,381.46	0%	\$2,209,333.86
Fund 011 - American Rescue Plan Fund	\$4,315,783.00	\$0.00	\$4,315,783.00	\$4,765.70	\$1,281.82	\$6,119.72	\$4,308,381.46		\$2,209,333.86
EXPENSE									
Salaries and Benefits	884,819.00	236,319.00	1,121,138.00	34,601.66	.00	154,044.96	967,093.04	14	105,432.61
Operating	11,593,928.00	10,153,981.00	21,747,909.00	1,060,639.23	3,767.63	8,763,115.72	12,981,025.65	40	2,688,749.55
Continuing Education	5,000.00	1,711.00	6,711.00	.00	.00	.00	6,711.00	0	.00
Capital Outlay	.00	1,009,107.00	1,009,107.00	.00	.00	.00	1,009,107.00	0	5,600,462.46
Capital Assets	2,775,371.00	315,322.00	3,090,693.00	1,040,000.00	326,950.00	2,373,000.00	390,743.00	87	2,990,480.35
Capital Assets - Operating	117,603.00	18,967.00	136,570.00	.00	68,634.52	12,124.81	55,810.67	59	4,649.37
EXPENSE TOTALS									
Fund 011 - American Rescue Plan Fund Totals	\$15,376,721.00	\$11,735,407.00	\$27,112,128.00	\$2,135,240.89	\$399,352.15	\$11,302,285.49	\$15,410,490.36	43%	\$11,389,774.34
Fund 012 - Local Assistance and TC Fund	\$15,376,721.00	\$11,735,407.00	\$27,112,128.00	\$2,135,240.89	\$399,352.15	\$11,302,285.49	\$15,410,490.36		\$11,389,774.34
EXPENSE									
Operating	.00	90,400.00	90,400.00	.00	.00	.00	90,400.00	0	.00
Travel	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
Continuing Education	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
Capital Assets - Operating	.00	3,600.00	3,600.00	.00	.00	.00	3,600.00	0	.00
EXPENSE TOTALS									
Fund 012 - Local Assistance and TC Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$0.00
Fund 020 - Road and Bridge General Fund	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00		\$0.00
EXPENSE									
Salaries and Benefits	7,287,410.00	.00	7,287,410.00	397,295.70	.00	1,663,962.60	5,623,447.40	23	4,967,200.45
Operating	16,279,111.00	419,698.00	16,698,809.00	419,894.25	582,173.95	1,101,699.04	15,014,936.01	10	6,944,790.23
Travel	1,000.00	.00	1,000.00	2.59	.00	2.59	997.41	0	495.57
Continuing Education	19,400.00	.00	19,400.00	96.10	.00	271.10	19,128.90	1	2,729.54
Capital Outlay	3,607,415.00	22,506.00	3,629,921.00	119,510.36	.00	302,525.49	3,327,395.51	8	2,951,740.21

# Hays County Schedule of Expenses

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Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	503,672.00	51,523.00	555,195.00	.00	546,421.00	.00	8,774.00	98	362,863.77
Capital Assets - Operating	75,063.00	45,828.00	120,891.00	44,278.21	16,193.94	49,271.14	55,425.92	54	31,724.98
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 020 - Road and Bridge General Fund Totals	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$981,077.21	\$1,144,788.89	\$3,117,731.96	\$24,050,105.15	15%	\$15,261,544.75
Fund 022 - Road Bond 2006 Construction Fund	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$981,077.21	\$1,144,788.89	\$3,117,731.96	\$24,050,105.15		\$15,261,544.75
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	.00	611,000.00	611,000.00	.00	.00	.00	611,000.00	0	.00
Capital Outlay	611,000.00	(611,000.00)	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$611,000.00	\$0.00	\$611,000.00	\$0.00	\$0.00	\$0.00	\$611,000.00	0%	\$0.00
Fund 022 - Road Bond 2006 Construction Fund Totals	\$611,000.00	\$0.00	\$611,000.00	\$0.00	\$0.00	\$0.00	\$611,000.00		\$0.00
Fund 027 - Co Priority Road Bond 2011 Fund									
EXPENSE									
Operating	4,964,000.00	.00	4,964,000.00	.00	.00	.00	4,964,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
EXPENSE TOTALS	\$4,964,000.00	\$0.00	\$4,964,000.00	\$0.00	\$0.00	\$0.00	\$4,964,000.00	0%	\$950.00
Fund 027 - Co Priority Road Bond 2011 Fund Totals	\$4,964,000.00	\$0.00	\$4,964,000.00	\$0.00	\$0.00	\$0.00	\$4,964,000.00		\$950.00
Fund 033 - Pass Thru Road Bond 2016 Fund									
EXPENSE									
Operating	2,300,000.00	100,000.00	2,400,000.00	97,253.59	.00	377,651.59	2,022,348.41	16	7,780,460.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
EXPENSE TOTALS	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$97,253.59	\$0.00	\$377,651.59	\$2,022,348.41	16%	\$7,781,410.63
Fund 033 - Pass Thru Road Bond 2016 Fund Totals	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$97,253.59	\$0.00	\$377,651.59	\$2,022,348.41		\$7,781,410.63
Fund 035 - Road Bond 2019 Fund									
EXPENSE									
Operating	34,176,000.00	(616,344.00)	33,559,656.00	1,338,077.55	.00	2,574,030.60	30,985,625.40	8	17,933,172.13
Capital Outlay	24,345,000.00	954,476.00	25,299,476.00	161,275.97	.00	3,210,267.69	22,089,208.31	13	5,371,030.22
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00



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Through 01/31/23  
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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE TOTALS									
Fund 035 - Road Bond 2019 Fund Totals	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$1,499,353.52	\$0.00	\$5,784,298.29	\$53,074,833.71	10%	\$23,304,202.35
Fund 050 - Sheriff Abandoned Vehicle Fund	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$1,499,353.52	\$0.00	\$5,784,298.29	\$53,074,833.71		\$23,304,202.35
EXPENSE									
Operating	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
EXPENSE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0%	\$0.00
Fund 050 - Sheriff Abandoned Vehicle Fund Totals	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00		\$0.00
Fund 051 - Sheriff Bail Bond Fund									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0%	\$0.00
Fund 051 - Sheriff Bail Bond Fund Totals	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00		\$0.00
Fund 052 - Sheriff Special Projects Fund									
EXPENSE									
Operating	.00	3,350.00	3,350.00	.00	.00	.00	3,350.00	0	921.61
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$3,350.00	0%	\$921.61
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$3,350.00		\$921.61
Fund 053 - Sheriff Drug Forfeiture Fund									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	111,000.00	(45,290.00)	65,710.00	.00	.00	1,295.88	64,414.12	2	10,301.63
Travel	.00	12,543.00	12,543.00	.00	.00	.00	12,543.00	0	.00
Continuing Education	5,000.00	(5,000.00)	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	7,258.00	7,258.00	.00	7,256.89	.00	1.11	100	.00
Capital Assets - Operating	.00	30,489.00	30,489.00	.00	.00	6,229.30	24,259.70	20	12,950.80
EXPENSE TOTALS	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$7,256.89	\$7,525.18	\$101,217.93	13%	\$23,252.43

# Hays County Schedule of Expenses

Through 01/31/23

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$7,256.89	\$7,525.18	\$101,217.93		\$23,252.43
Fund 055 - Sheriff Fed Discretionary Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	169.65
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$169.65
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$169.65
Fund 064 - Fire Marshal Code Fee Fund									
EXPENSE									
Salaries and Benefits	99,910.00	17,457.00	117,367.00	9,454.78	.00	16,122.30	101,244.70	14	21,903.29
Operating	25,000.00	(19,157.00)	5,843.00	.00	.00	4,800.00	1,043.00	82	.00
Continuing Education	.00	1,700.00	1,700.00	.00	.00	1,000.00	700.00	59	.00
EXPENSE TOTALS	\$124,910.00	\$0.00	\$124,910.00	\$9,454.78	\$0.00	\$21,922.30	\$102,987.70	18%	\$21,903.29
Fund 064 - Fire Marshal Code Fee Fund Totals	\$124,910.00	\$0.00	\$124,910.00	\$9,454.78	\$0.00	\$21,922.30	\$102,987.70		\$21,903.29
Fund 065 - Veteran's Court Program Fund									
EXPENSE									
Operating	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
EXPENSE TOTALS	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%	\$0.00
Fund 065 - Veteran's Court Program Fund Totals	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00		\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
EXPENSE									
Salaries and Benefits	4,326,886.00	(4,065.00)	4,322,821.00	255,126.28	.00	1,030,252.04	3,292,568.96	24	3,302,353.52
Operating	868,760.00	386.00	869,146.00	115,867.32	52,517.66	248,864.79	567,763.55	35	843,642.56

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Travel	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
Continuing Education	6,000.00	.00	6,000.00	105.00	.00	1,787.03	4,212.97	30	2,550.82
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	2,500.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	40,950.00
Capital Assets - Operating	.00	3,679.00	3,679.00	.00	.00	.00	3,679.00	0	2,491.39
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 070 - Juvenile Detention Center Fund Totals	\$5,201,896.00	\$0.00	\$5,201,896.00	\$371,098.60	\$52,517.66	\$1,280,903.86	\$3,868,474.48	26%	\$4,194,488.29
Fund 080 - DA Hot Check Fee Fund	\$5,201,896.00	\$0.00	\$5,201,896.00	\$371,098.60	\$52,517.66	\$1,280,903.86	\$3,868,474.48		\$4,194,488.29
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	25,000.00	.00	25,000.00	.00	.00	900.74	24,099.26	4	3,015.62
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	(420.84)	.00	2,079.76	7,920.24	21	924.90
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 080 - DA Hot Check Fee Fund Totals	\$35,000.00	\$0.00	\$35,000.00	(\$420.84)	\$0.00	\$2,980.50	\$32,019.50	9%	\$3,940.52
Fund 081 - DA Drug Forfeiture Fund	\$35,000.00	\$0.00	\$35,000.00	(\$420.84)	\$0.00	\$2,980.50	\$32,019.50		\$3,940.52
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	25,758.83
Operating	127,585.00	(11,394.00)	116,191.00	676.94	916.96	10,090.81	105,183.23	9	3,544.37
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Capital Assets	61,523.00	.00	61,523.00	.00	.00	61,522.50	.50	100	.00
Capital Assets - Operating	16,673.00	11,394.00	28,067.00	.00	2,867.38	10,436.22	14,763.40	47	.00
EXPENSE TOTALS									
Fund 081 - DA Drug Forfeiture Fund Totals	\$215,781.00	\$0.00	\$215,781.00	\$676.94	\$3,784.34	\$82,049.53	\$129,947.13	40%	\$29,303.20
Fund 084 - Law Library Fund	\$215,781.00	\$0.00	\$215,781.00	\$676.94	\$3,784.34	\$82,049.53	\$129,947.13		\$29,303.20
EXPENSE									
Salaries and Benefits	39,727.00	.00	39,727.00	3,229.76	.00	13,698.06	26,028.94	34	39,794.85
Operating	102,776.00	.00	102,776.00	17,760.44	1,283.80	28,317.05	73,175.15	29	108,243.80

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Continuing Education	3,410.00	.00	3,410.00	.00	.00	.00	3,410.00	0	.00
Capital Assets	10,000.00	.00	10,000.00	.00	.00	8,081.78	1,918.22	81	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 084 - Law Library Fund Totals	\$155,913.00	\$0.00	\$155,913.00	\$20,990.20	\$1,283.80	\$50,096.89	\$104,532.31	33%	\$148,038.65
Fund 100 - County and District Court Techn	\$155,913.00	\$0.00	\$155,913.00	\$20,990.20	\$1,283.80	\$50,096.89	\$104,532.31		\$148,038.65
EXPENSE									
Operating	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 100 - County and District Court Techn Totals	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0%	\$0.00
Fund 101 - Records Mgmt and Archive Fund	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00		\$0.00
EXPENSE									
Salaries and Benefits	915,769.00	18,602.00	934,371.00	56,410.10	.00	302,430.26	631,940.74	32	748,604.25
Operating	875,339.00	(46,680.00)	828,659.00	105,500.66	7,644.17	111,832.69	709,182.14	14	138,425.46
Travel	.00	78.00	78.00	.00	.00	78.00	.00	100	.00
Continuing Education	.00	25,000.00	25,000.00	.00	.00	.00	25,000.00	0	5,034.11
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	51,500.00	.00	51,500.00	.00	.00	30,000.00	21,500.00	58	.00
Capital Assets - Operating	4,354.00	3,000.00	7,354.00	.00	.00	4,154.03	3,199.97	56	10,808.85
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 101 - Records Mgmt and Archive Fund Totals	\$1,846,962.00	\$0.00	\$1,846,962.00	\$161,910.76	\$7,644.17	\$448,494.98	\$1,390,822.85	25%	\$902,872.67
Fund 102 - Guardianship Fee Fund	\$1,846,962.00	\$0.00	\$1,846,962.00	\$161,910.76	\$7,644.17	\$448,494.98	\$1,390,822.85		\$902,872.67
EXPENSE									
Operating	35,000.00	.00	35,000.00	.00	.00	2,500.00	32,500.00	7	1,200.83
EXPENSE TOTALS									
Fund 102 - Guardianship Fee Fund Totals	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$2,500.00	\$32,500.00	7%	\$1,200.83
	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$2,500.00	\$32,500.00		\$1,200.83

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 105 - Court Records Preservation									
EXPENSE									
Operating	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	126,060.88
EXPENSE TOTALS									
Fund 105 - Court Records Preservation Totals	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0%	\$126,060.88
Fund 106 - County Records Preservation Fund	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00		\$126,060.88
EXPENSE									
Salaries and Benefits	31,594.00	8,855.00	40,449.00	3,229.66	.00	12,924.00	27,525.00	32	.00
Operating	270,100.00	(8,855.00)	261,245.00	1,899.43	3,401.50	4,289.15	253,554.35	3	258,624.31
Continuing Education	16,500.00	.00	16,500.00	.00	.00	.00	16,500.00	0	1,259.83
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	9,090.00
Capital Assets - Operating	56,054.00	.00	56,054.00	6,079.25	.00	37,801.33	18,252.67	67	7,588.41
EXPENSE TOTALS									
Fund 106 - County Records Preservation Fund Totals	\$374,248.00	\$0.00	\$374,248.00	\$11,208.34	\$3,401.50	\$55,014.48	\$315,832.02	16%	\$276,562.55
Fund 107 - Courthouse Security Fund	\$374,248.00	\$0.00	\$374,248.00	\$11,208.34	\$3,401.50	\$55,014.48	\$315,832.02		\$276,562.55
EXPENSE									
Salaries and Benefits	163,600.00	.00	163,600.00	13,890.52	.00	59,796.47	103,803.53	37	146,252.96
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 107 - Courthouse Security Fund Totals	\$163,600.00	\$0.00	\$163,600.00	\$13,890.52	\$0.00	\$59,796.47	\$103,803.53	37%	\$146,252.96
Fund 108 - Dist Court Records Technology	\$163,600.00	\$0.00	\$163,600.00	\$13,890.52	\$0.00	\$59,796.47	\$103,803.53		\$146,252.96
EXPENSE									
Operating	20,000.00	(472.00)	19,528.00	.00	.00	.00	19,528.00	0	.00
Capital Assets	47,098.00	472.00	47,570.00	.00	.00	.00	47,570.00	0	.00
Capital Assets - Operating	3,112.00	.00	3,112.00	.00	.00	.00	3,112.00	0	.00
EXPENSE TOTALS									
Fund 108 - Dist Court Records Technology Totals	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$0.00	\$0.00	\$70,210.00	0%	\$0.00
Fund 110 - Justice Court Bldg Security Fund	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$0.00	\$0.00	\$70,210.00		\$0.00
EXPENSE									

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	145,000.00	(27,737.00)	117,263.00	.00	.00	.00	117,263.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	17,944.00	17,944.00	.00	.00	.00	17,944.00	0	.00
Capital Assets	.00	5,300.00	5,300.00	.00	.00	.00	5,300.00	0	.00
Capital Assets - Operating	.00	4,493.00	4,493.00	.00	.00	.00	4,493.00	0	.00
EXPENSE TOTALS	\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00	0%	\$0.00
Fund 110 - Justice Court Bldg Security Fund Totals	\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00		\$0.00
Fund 111 - Court Reporters Service Fund									
EXPENSE									
Operating	91,000.00	.00	91,000.00	38,122.65	.00	67,783.50	23,216.50	74	78,336.64
EXPENSE TOTALS	\$91,000.00	\$0.00	\$91,000.00	\$38,122.65	\$0.00	\$67,783.50	\$23,216.50	74%	\$78,336.64
Fund 111 - Court Reporters Service Fund Totals	\$91,000.00	\$0.00	\$91,000.00	\$38,122.65	\$0.00	\$67,783.50	\$23,216.50		\$78,336.64
Fund 112 - Justice Court Technology Fund									
EXPENSE									
Operating	420,000.00	(19,467.00)	400,533.00	521.22	.00	7,734.64	392,798.36	2	12,786.88
Continuing Education	.00	4,250.00	4,250.00	.00	.00	.00	4,250.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	15,217.00	15,217.00	1,895.69	.00	15,183.09	33.91	100	26,743.05
EXPENSE TOTALS	\$420,000.00	\$0.00	\$420,000.00	\$2,416.91	\$0.00	\$22,917.73	\$397,082.27	5%	\$39,529.93
Fund 112 - Justice Court Technology Fund Totals	\$420,000.00	\$0.00	\$420,000.00	\$2,416.91	\$0.00	\$22,917.73	\$397,082.27		\$39,529.93
Fund 114 - Civil Courts Building Fund									
EXPENSE									
Capital Outlay	1,188,000.00	.00	1,188,000.00	.00	.00	.00	1,188,000.00	0	.00
EXPENSE TOTALS	\$1,188,000.00	\$0.00	\$1,188,000.00	\$0.00	\$0.00	\$0.00	\$1,188,000.00	0%	\$0.00
Fund 114 - Civil Courts Building Fund Totals	\$1,188,000.00	\$0.00	\$1,188,000.00	\$0.00	\$0.00	\$0.00	\$1,188,000.00		\$0.00
Fund 115 - Dispute Resolution Fund									
EXPENSE									
Operating	57,900.00	.00	57,900.00	3,632.65	.00	16,517.16	41,382.84	29	43,265.88
EXPENSE TOTALS	\$57,900.00	\$0.00	\$57,900.00	\$3,632.65	\$0.00	\$16,517.16	\$41,382.84	29%	\$43,265.88
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$3,632.65	\$0.00	\$16,517.16	\$41,382.84		\$43,265.88
Fund 117 - County Child Abuse Prevention									



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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE									
Operating	200.00	.00	200.00	12.09	.00	251.55	(51.55)	126	109.40
EXPENSE TOTALS									
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$12.09	\$0.00	\$251.55	(\$51.55)	126%	\$109.40
Fund 118 - School Zone Safety Program Fund	\$200.00	\$0.00	\$200.00	\$12.09	\$0.00	\$251.55	(\$51.55)		\$109.40
EXPENSE									
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	2,425.00	.00	2,425.00	.00	.00	2,364.25	60.75	97	.00
EXPENSE TOTALS									
Fund 118 - School Zone Safety Program Fund Totals	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75	97%	\$0.00
Fund 119 - Language Access Fee Fund	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75		\$0.00
EXPENSE									
Operating	21,000.00	.00	21,000.00	.00	.00	.00	21,000.00	0	.00
EXPENSE TOTALS									
Fund 119 - Language Access Fee Fund Totals	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0%	\$0.00
Fund 120 - Family Health Services Fund	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00		\$0.00
EXPENSE									
Salaries and Benefits	1,214,450.00	95,158.00	1,309,608.00	77,187.43	.00	321,949.83	987,658.17	25	840,985.85
Operating	2,815,438.00	(26,259.00)	2,789,179.00	28,445.79	1,845.70	88,277.29	2,699,056.01	3	2,270,312.33
Travel	5,303.00	98.00	5,401.00	22.41	.00	166.00	5,235.00	3	694.79
Continuing Education	12,908.00	980.00	13,888.00	19.99	1,950.58	2,152.14	9,785.28	30	5,338.20
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	215,000.00	.00	215,000.00	.00	.00	.00	215,000.00	0	.00
Capital Assets - Operating	10,713.00	8,745.00	19,458.00	.00	.00	.00	19,458.00	0	13,428.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS									
Fund 120 - Family Health Services Fund Totals	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$105,675.62	\$3,796.28	\$412,545.26	\$3,936,192.46	10%	\$3,130,759.80
Fund 121 - Tobacco Settlement Fund	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$105,675.62	\$3,796.28	\$412,545.26	\$3,936,192.46		\$3,130,759.80
EXPENSE									
Operating	110,000.00	.00	110,000.00	6,300.00	.00	16,300.00	93,700.00	15	67,770.74
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	22,004.00	.00	22,004.00	.00	22,004.00	.00	.00	100	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0	.00
EXPENSE TOTALS	\$332,004.00	\$0.00	\$332,004.00	\$6,300.00	\$22,004.00	\$16,300.00	\$293,700.00	12%	\$67,770.74
Fund 121 - Tobacco Settlement Fund Totals	\$332,004.00	\$0.00	\$332,004.00	\$6,300.00	\$22,004.00	\$16,300.00	\$293,700.00		\$67,770.74
Fund 141 - Historical Comm Publication Fund									
EXPENSE									
Operating	141,000.00	.00	141,000.00	.00	.00	.00	141,000.00	0	3,905.47
Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	2,899.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0%	\$6,804.47
Fund 141 - Historical Comm Publication Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00		\$6,804.47
Fund 144 - Historical Jail Restoration Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	667,683.00	.00	667,683.00	.00	.00	.00	667,683.00	0	.00
EXPENSE TOTALS	\$667,683.00	\$0.00	\$667,683.00	\$0.00	\$0.00	\$0.00	\$667,683.00	0%	\$0.00
Fund 144 - Historical Jail Restoration Fund Totals	\$667,683.00	\$0.00	\$667,683.00	\$0.00	\$0.00	\$0.00	\$667,683.00		\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund									
EXPENSE									
Operating	.00	367,500.00	367,500.00	.00	.00	.00	367,500.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00	0%	\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00		\$0.00
Fund 150 - Park Bond 2011 Fund									
EXPENSE									
Operating	108,000.00	.00	108,000.00	.00	.00	.00	108,000.00	0	3,188.24
Capital Outlay	792,000.00	(38,275.00)	753,725.00	.00	.00	.00	753,725.00	0	4,107.60

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Capital Assets	.00	38,275.00	38,275.00	.00	.00	.00	38,275.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00	0%	\$8,245.84
Fund 150 - Park Bond 2011 Fund Totals	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00		\$8,245.84
Fund 151 - Habitat Conservation Plan Fund									
EXPENSE									
Operating	1,750,000.00	.00	1,750,000.00	4,162.50	.00	4,162.50	1,745,837.50	0	24,787.50
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$1,750,000.00	\$0.00	\$1,750,000.00	\$4,162.50	\$0.00	\$4,162.50	\$1,745,837.50	0%	\$24,787.50
Fund 151 - Habitat Conservation Plan Fund Totals	\$1,750,000.00	\$0.00	\$1,750,000.00	\$4,162.50	\$0.00	\$4,162.50	\$1,745,837.50		\$24,787.50
Fund 152 - HCL Provider Participation Fund									
EXPENSE									
Operating	20,800,000.00	.00	20,800,000.00	.00	.00	2,342,644.19	18,457,355.81	11	22,223,068.69
EXPENSE TOTALS	\$20,800,000.00	\$0.00	\$20,800,000.00	\$0.00	\$0.00	\$2,342,644.19	\$18,457,355.81	11%	\$22,223,068.69
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$0.00	\$0.00	\$2,342,644.19	\$18,457,355.81		\$22,223,068.69
Fund 153 - CDBG Disaster Recovery Prgm Fund									
EXPENSE									
Operating	.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0	23,147.36
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	226,877.92
EXPENSE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgm Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00		\$250,025.28
Fund 154 - Park Bond 2021 Fund									
EXPENSE									
Operating	22,868,000.00	(2,057,053.00)	20,810,947.00	258,201.32	.00	893,334.57	19,917,612.43	4	1,734,116.58
Capital Outlay	.00	2,057,053.00	2,057,053.00	.00	.00	2,017,376.68	39,676.32	98	17,312,184.07
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$22,868,000.00	\$0.00	\$22,868,000.00	\$258,201.32	\$0.00	\$2,910,711.25	\$19,957,288.75	13%	\$19,046,300.65
Fund 154 - Park Bond 2021 Fund Totals	\$22,868,000.00	\$0.00	\$22,868,000.00	\$258,201.32	\$0.00	\$2,910,711.25	\$19,957,288.75		\$19,046,300.65

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 155 - TX Water Development Board Fund									
EXPENSE									
Operating	.00	215,000.00	215,000.00	.00	.00	.00	215,000.00	0	.00
EXPENSE TOTALS	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	\$0.00
Fund 155 - TX Water Development Board Fund Totals	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00		\$0.00
Fund 156 - Park Bond 2022 Fund									
EXPENSE									
Debt Service	.00	.00	.00	.00	.00	241,203.60	(241,203.60)	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)	+++	\$0.00
Fund 156 - Park Bond 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)		\$0.00
Fund 161 - La Cima PID 2015 Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	191.69
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	1,561,425.00	.00	1,561,425.00	.00	.00	.00	1,561,425.00	0	1,531,300.00
EXPENSE TOTALS	\$1,561,425.00	\$0.00	\$1,561,425.00	\$0.00	\$0.00	\$0.00	\$1,561,425.00	0%	\$1,531,491.69
Fund 161 - La Cima PID 2015 Fund Totals	\$1,561,425.00	\$0.00	\$1,561,425.00	\$0.00	\$0.00	\$0.00	\$1,561,425.00		\$1,531,491.69
Fund 162 - La Cima PID Neigh Impr 2020 Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	145,796.00
Debt Service	500,663.00	.00	500,663.00	3,000.00	.00	3,000.00	497,663.00	1	509,912.50
EXPENSE TOTALS	\$500,663.00	\$0.00	\$500,663.00	\$3,000.00	\$0.00	\$3,000.00	\$497,663.00	1%	\$655,708.50
Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals	\$500,663.00	\$0.00	\$500,663.00	\$3,000.00	\$0.00	\$3,000.00	\$497,663.00		\$655,708.50
Fund 163 - La CIMA PID Neigh Impr 2022 Fund									
EXPENSE									
Operating	.00	.00	.00	16,167,983.76	.00	16,167,983.76	(16,167,983.76)	+++	.00
Debt Service	.00	.00	.00	.00	.00	1,260,561.00	(1,260,561.00)	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$16,167,983.76	\$0.00	\$17,428,544.76	(\$17,428,544.76)	+++	\$0.00
Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$16,167,983.76	\$0.00	\$17,428,544.76	(\$17,428,544.76)		\$0.00
Fund 170 - Infrastructure Imp Fee Fund									
EXPENSE									

# Hays County Schedule of Expenses

Through 01/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	200,000.00	.00	200,000.00	15,600.00	.00	22,433.66	177,566.34	11	76,076.78
Capital Outlay	1,111,753.95	(133,404.00)	978,349.95	.00	.00	.00	978,349.95	0	91,236.79
Capital Assets	.00	133,404.00	133,404.00	.00	24,812.95	.00	108,591.05	19	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$1,311,753.95	\$0.00	\$1,311,753.95	\$15,600.00	\$24,812.95	\$22,433.66	\$1,264,507.34	4%	\$167,313.57
Fund 170 - Infrastructure Imp Fee Fund Totals	\$1,311,753.95	\$0.00	\$1,311,753.95	\$15,600.00	\$24,812.95	\$22,433.66	\$1,264,507.34		\$167,313.57
Fund 190 - Interest and Sinking Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	31,597,189.00	.00	31,597,189.00	.00	.00	.00	31,597,189.00	0	32,762,012.52
EXPENSE TOTALS	\$31,597,189.00	\$0.00	\$31,597,189.00	\$0.00	\$0.00	\$0.00	\$31,597,189.00	0%	\$32,762,012.52
Fund 190 - Interest and Sinking Fund Totals	\$31,597,189.00	\$0.00	\$31,597,189.00	\$0.00	\$0.00	\$0.00	\$31,597,189.00		\$32,762,012.52
Grand Totals	\$364,452,711.95	\$14,936,746.00	\$379,389,457.95	\$33,078,119.90	\$3,120,447.19	\$85,775,431.74	\$290,493,579.02		\$269,022,240.10



# Hays County

## General Current Maintenance and Operation Property Taxes

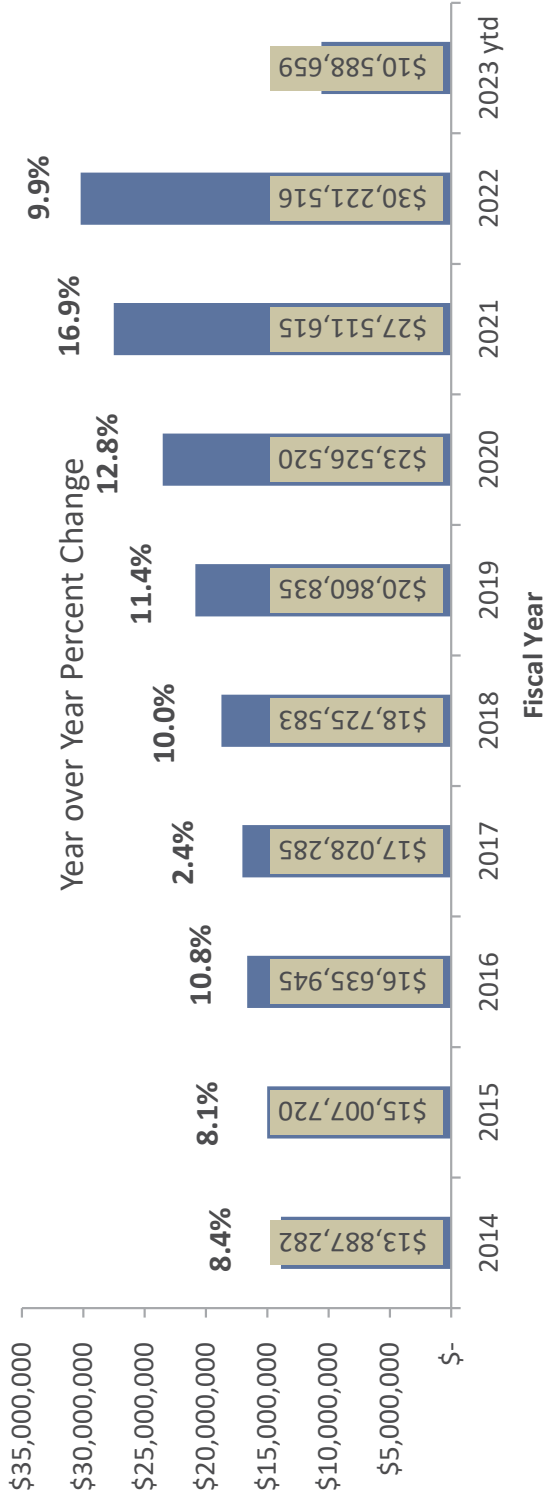
### by Fiscal Year







# Net Sales and Use Tax Collections



	NET FY 2017	NET FY2018	NET FY2019	NET FY2020	NET FY2021	NET FY2022	NET FY2023	(Un)favorable Difference from PY	% Increase / Decrease from PY
OCTOBER	\$ 1,417,330	\$ 1,537,238	\$ 1,600,688	\$ 1,905,154	\$ 2,032,031	\$ 2,394,294	\$ 2,567,573	\$ 173,279	8.5%
NOVEMBER	\$ 1,308,063	\$ 1,280,194	\$ 1,753,681	\$ 1,890,059	\$ 2,465,228	\$ 2,575,166	\$ 2,637,372	\$ 62,206	2.5%
DECEMBER	\$ 1,402,739	\$ 1,363,964	\$ 2,100,874	\$ 2,523,399	\$ 2,679,813	\$ 2,891,949	\$ 3,020,716	\$ 128,767	4.8%
JANUARY	\$ 1,797,229	\$ 2,359,501	\$ 1,493,125	\$ 1,869,115	\$ 1,842,981	\$ 2,224,276	\$ 2,362,998	\$ 138,722	7.5%
FEBRUARY	\$ 1,213,919	\$ 1,360,883	\$ 1,488,519	\$ 1,591,721	\$ 1,559,482	\$ 1,934,704			
MARCH	\$ 1,200,779	\$ 1,258,936	\$ 1,716,718	\$ 1,827,779	\$ 2,554,974	\$ 2,707,480			
APRIL	\$ 1,539,708	\$ 1,774,935	\$ 1,752,479	\$ 1,755,786	\$ 2,283,256	\$ 2,481,553			
MAY	\$ 1,309,394	\$ 1,485,656	\$ 1,682,123	\$ 1,933,268	\$ 2,281,382	\$ 2,495,602			
JUNE	\$ 1,409,348	\$ 1,450,335	\$ 1,818,586	\$ 2,228,388	\$ 2,693,915	\$ 2,726,072			
JULY	\$ 1,556,914	\$ 1,663,239	\$ 1,699,301	\$ 1,957,979	\$ 2,368,263	\$ 2,478,432			
AUGUST	\$ 1,466,745	\$ 1,597,853	\$ 1,807,477	\$ 1,935,899	\$ 2,360,005	\$ 2,729,473			
SEPTEMBER	\$ 1,406,118	\$ 1,592,848	\$ 1,947,263	\$ 2,107,974	\$ 2,390,285	\$ 2,582,515			
FY TOTAL	\$ 17,028,285	\$ 18,725,583	\$ 20,860,835	\$ 23,526,520	\$ 27,511,615	\$ 30,221,516	\$ 10,588,659	\$ 502,973	
% Increase from PY	2.4%	10.0%	11.4%	12.8%	16.9%	9.9%			

Hays County  
STATEMENT OF INDEBTEDNESS  
FYE September 2023

Debt Issue	Purpose	Issue Date	Maturity Date	Original Amount	Average Interest Rate	Principal Outstanding 10/1/2022	FY23 Principal	FY23 Interest	FY23 Total Payments
Limited Tax Refunding Bonds Series 2013	Refunded portions of Series 2003, 2004, 2005, 2006, 2009PT	5/21/2013	2/15/2032	26,225,000	3.10%	2,340,000	1,260,000	68,400	1,328,400
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013	Road Improvements Texas Highway System Voter Approved - 11/4/2008	11/15/2013	2/15/2038	25,920,000	4.07%	1,840,000	900,000	55,600	955,600
Limited Tax Refunding Bonds Series 2014	Refunded Portions of Series 2005 & 2009	9/15/2014	2/15/2030	9,105,000	2.63%	7,865,000	55,000	279,725	334,725
Limited Tax Refunding Bonds Series 2015	Refunded Portions of Series 2008, 2009, 2009(3), 2010	3/15/2015	2/15/2029	42,595,000	2.86%	36,540,000	6,890,000	1,299,994	8,189,994
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015	Road Improvements Texas Highway System Voter Approved - 11/4/2008	4/1/2015	2/15/2035	27,410,000	3.26%	11,870,000	1,075,000	426,725	1,501,725
Special Assessment Revenue Bonds Series 2015	La Cima Public Improvement District Major Public Improvement Project	8/5/2015	9/15/2045	19,200,000	6.94%	17,890,000	320,000	1,238,425	1,558,425
Limited Tax Refunding Bonds Series 2016	Refunded Portions of Series 2007, 2008, 2009(3), 2010	2/23/2016	2/15/2035	63,030,000	3.87%	44,645,000	1,270,000	1,654,700	2,924,700
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016	Road Improvements Texas Highway System Voter Approved - 11/4/2008	9/15/2016	2/15/2036	35,065,000	3.40%	28,090,000	1,495,000	997,638	2,492,638
Limited Tax Refunding Bonds Series 2017	Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011	8/16/2017	2/15/2036	64,465,000	4.75%	57,425,000	3,970,000	2,674,563	6,644,563
Limited Tax Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	96,190,000	4.20%	94,340,000	1,690,000	3,967,000	5,657,000
Unlimited Tax Road Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	21,545,000	4.87%	19,920,000	600,000	958,594	1,558,594
Unlimited Tax Road Bonds Series 2019	Road Improvements Voter Approved - 11/8/2016	8/14/2019	9/30/2044	97,035,000	3.81%	96,430,000	320,000	3,825,150	4,145,150
Special Assessment Revenue Bonds Series 2020	La Cima Public Improvement District Neighborhood Improvements 1-2	11/12/2020	2/15/2050	9,345,000	3.89%	8,840,000	165,000	332,663	497,663
Limited Tax Refunding Bonds Series 2021	Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012	9/21/2020	2/15/2038	52,090,000	1.87%	51,330,000	1,845,000	841,736	2,686,736
Limited Tax Bonds Series 2021	Park Improvements Voter Approved - 11/3/2020	9/21/2020	2/15/2046	43,825,000	3.36%	43,425,000	285,000	1,587,975	1,872,975
Limited Tax Bonds Series 2022	Park Improvements Voter Approved - 11/3/2020	12/7/2022	2/15/2042	24,060,000	4.51%	24,060,000 <sup>1</sup>	-	767,590	767,590
Special Assessment Revenue Bonds Series 2022	La Cima Public Improvement District Neighborhood Improvement Area #3	12/22/2022	9/15/2052	20,800,000	5.61%	20,800,000 <sup>1</sup>	880,000	834,654	1,714,654
TOTALS						567,650,000	23,020,000	21,811,131	44,831,131

<sup>1</sup> Subsequent event, Issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows:

- \*Total debt payments
1. Debt serviced from Pass Thru Road revenue
  2. Debt paid from La Cima PID
  3. Debt Payments Less I&S special revenue sources
- Debt paid from O&S/OP Freeze Ceiling property taxes

### Total debt funded from property taxes



## OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and  
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **February 28, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at [www.hayscountytx.com](http://www.hayscountytx.com).

Respectfully Submitted,

  
Marisol Villarreal-Alonzo, CPA, MPA

**HAYS COUNTY, TEXAS**  
**Unaudited General Fund Balance Sheet**  
**For the Month Ended**  
**February 28, 2023**

**Assets**

Cash and cash equivalents	\$	121,911,767
Receivables		2,553,476
Prepaid expenses		63,724
Due from other funds		13,485,862
Inventory, at cost		5,080
Total Assets:	\$	<u>138,019,909</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$	8,151,718
Due to other agencies		2,302,864
Due to other funds		14,064,161
Deferred revenues		552,096
Total Liabilities:	\$	<u>25,070,839</u>

Fund Balances:

Restricted for:

Nonspendable	\$	68,803
Committed		1,563,537
Unassigned		<u>111,316,730</u>
Total Fund Balances:	\$	<u>112,949,070</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$	<u>138,019,909</u>

**HAYS COUNTY, TEXAS**  
**Unaudited Road and Bridge Fund Balance Sheet**  
**For the Month Ended**  
**February 28, 2023**

**Assets**

Cash and cash equivalents	\$	15,741,256
Receivables		99,562
Due from other funds		1,231,242
Inventory, at cost		509,137
Total Assets:	\$	<u>17,581,197</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$	737,454
Due to other agencies		67,604
Due to other funds		2,472,330
Deferred revenues		99,562
Total Liabilities:		<u>3,376,950</u>

Fund Balances:

Restricted for:

Restricted-road and bridge	<u>14,204,247</u>
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Total Fund Balances:	<u>14,204,247</u>
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Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$	<u>17,581,197</u>
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**HAYS COUNTY, TEXAS**  
**Unaudited Governmental Funds Balance Sheet**  
**For the Month Ended**  
**February 28, 2023**

**Assets**

Cash and cash equivalents	\$ 345,241,941
Receivables	15,637,612
Prepaid expenses	66,274
Due from other funds	17,367,320
Inventory, at cost	514,217
Total Assets:	\$ 378,827,364

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$ 14,910,937
Due to other agencies	3,253,937
Due to other funds	21,365,804
Deferred revenues	26,046,904
Total Liabilities:	\$ 65,577,582

Fund Balances:

Restricted for:

Nonspendable	\$ 580,491
Committed	1,563,537
Restricted-debt service	24,769,117
Restricted-road and bridge	14,204,247
Restricted-special revenue	14,824,222
Restricted-capital projects	145,992,102
Unassigned	111,316,066

Total Fund Balances:	313,249,782
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Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$ 378,827,364
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**HAYS COUNTY**  
**Unaudited Statement of Fund Balances**  
**Fiscal Year to Date 2/28/2023**

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
<b>GENERAL FUND</b>						
001 - General Fund	\$ 108,775,985.76	\$ 12,051,755.30	\$ 9,442,207.81	\$ 111,385,533.25	\$ 87,344,977.18	\$ 44,995,090.82
002 - Election Contract Fund	420,432.81	1,113.88	199.50	421,347.19	5,811.48	68,404.70
070 - Juvenile Detention Center Fund	589,945.50	169,430.15	325,966.96	433,408.69	980,398.78	1,606,870.82
144 - Historical Jail Restoration Fund	706,535.72	2,245.60	-	708,781.32	11,075.74	-
<b>GENERAL FUND BALANCE</b>	<b>\$ 110,492,899.79</b>	<b>\$ 12,224,544.93</b>	<b>\$ 9,768,374.27</b>	<b>\$ 112,949,070.45</b>	<b>\$ 88,342,263.18</b>	<b>\$ 46,670,366.34</b>
<b>SPECIAL REVENUE FUNDS</b>						
011 - American Rescue Plan Fund	\$ 471,943.52	\$ 475,688.98	\$ 398,118.26	\$ 549,514.24	\$ 12,131,034.86	\$ 11,700,403.75
012 - Local Assistance and TC Fund	82.13	172.87	-	255.00	255.00	-
020 - Road and Bridge General Fund	14,182,116.06	1,097,829.82	1,075,698.07	14,204,247.81	8,162,927.56	4,193,430.03
050 - Sheriff Abandoned Vehicle Fund	33,634.42	106.96	-	33,741.38	513.25	-
051 - Sheriff Bail Bond Fund	68,539.45	246.68	-	68,786.13	1,152.89	-
052 - Sheriff Special Projects Fund	1,006.07	3.08	-	1,009.15	604.94	-
053 - Sheriff Drug Forfeiture Fund	192,058.76	3,403.74	407.79	195,054.71	29,082.10	7,932.97
055 - Sheriff Fed Discretionary Fund	158,878.41	-	-	158,878.41	34,454.99	-
064 - Fire Marshal Code Fee Fund	115,842.20	11,867.70	9,538.99	118,170.91	40,076.55	31,461.29
065 - Veteran's Court Program Fund	11,490.14	36.40	-	11,526.54	366.80	-
067 - Constable 2 Drug Forfeiture Fund	335.60	-	-	335.60	-	-
080 - DA Hot Check Fee Fund	38,704.74	81.90	6.90	38,779.74	281.10	2,987.40
081 - DA Drug Forfeiture Fund	178,247.48	20,449.38	1,998.45	196,698.41	38,037.63	84,047.98
084 - Law Library Fund	79,978.51	10,565.50	9,757.31	80,786.70	48,945.49	59,854.20
100 - County and District Court Tech Fund	30,048.39	496.41	-	30,544.80	2,520.90	-
101 - Records Mgmt and Archive Fund	2,902,799.46	72,239.11	66,759.45	2,908,279.12	425,093.36	515,254.43
102 - Guardianship Fee Fund	51,558.03	2,053.80	5,582.50	48,029.33	8,631.81	8,082.50
105 - Court Records Preservation Fund	151,344.57	9,140.65	-	160,485.22	42,195.26	-
106 - County Records Preservation Fund	109,731.37	3,106.47	4,125.91	108,711.93	16,755.87	59,140.39
107 - Courthouse Security Fund	201,969.40	10,584.70	13,890.53	198,663.57	59,948.70	73,687.00
108 - Dist Court Records Fund	75,052.07	318.56	-	75,370.63	1,405.14	-
109 - Truancy Court Fee Fund	1,818.64	5.88	-	1,824.52	175.87	-
110 - Justice Court Bldg Fund	162,282.65	515.76	-	162,798.41	2,641.29	-
111 - Court Reporters Service Fund	24,517.64	7,590.11	23,216.50	8,891.25	35,359.02	91,000.00
112 - Justice Court Technology Fund	432,308.23	1,373.96	-	433,682.19	12,016.70	22,917.73
115 - Dispute Resolution Fund	46,425.24	4,546.55	4,449.01	46,522.78	24,889.66	20,966.17
116 - Juvenile Delinquency	219.77	0.56	-	220.33	3.33	-
117 - County Child Abuse Prevention	6.77	100.00	-	106.77	112.71	251.55
118 - School Zone Safety Program Fund	-	-	-	-	-	2,364.25
119 - Language Access Fee Fund	19,931.66	925.78	-	20,857.44	6,560.35	-
120 - Family Health Services Fund	2,589.05	138,362.89	99,060.57	41,891.37	398,435.52	511,605.83

**HAYS COUNTY**  
**Unaudited Statement of Fund Balances**  
**Fiscal Year to Date 2/28/2023**

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
121 - Tobacco Settlement Fund	207,548.90	615.52	-	208,164.42	2,817.67	16,300.00
141 - Historical Comm Publication Fund	154,143.38	456.84	-	154,600.22	2,287.65	-
152 - HCL Provider Participation Fund	11,704,835.32	1,961.13	9,768,505.42	1,938,291.03	13,502,861.42	12,111,149.61
<b>SPECIAL REVENUE FUND BALANCE</b>	<b>\$ 31,811,988.03</b>	<b>\$ 1,874,847.69</b>	<b>\$ 11,481,115.66</b>	<b>\$ 22,205,720.06</b>	<b>\$ 35,032,445.39</b>	<b>\$ 29,512,837.08</b>
<b>CAPITAL PROJECT FUNDS</b>						
006 - Public Safety Bond 2017 Fund	\$ 3,528,696.30	\$ 26,776.32	\$ 4,067.70	\$ 3,551,404.92	\$ 140,980.44	\$ 10,187.42
022 - Road Bond 2006 Construction Fund	621,516.55	2,145.07	-	623,661.62	9,819.41	-
027 - Co Priority Road Bond 2011 Fund	5,173,015.92	18,811.59	-	5,191,827.51	87,482.94	-
033 - Pass Thru Road Bond 2016 Fund	164,579.83	1,192.67	125,220.79	40,551.71	6,943.86	502,872.38
035 - Road Bond 2019 Fund	54,163,426.17	194,244.20	965,774.24	53,391,896.13	1,375,415.07	6,750,072.53
114 - Civil Courts Building Fund	1,175,527.19	9,651.04	-	1,185,178.23	45,022.20	-
146 - ORCA Cedar Oaks Mesa Fund	-	-	-	-	-	-
150 - Park Bond 2011 Fund	515,922.42	1,396.68	-	517,319.10	8,210.90	-
151 - Habitat Conservation Plan Fund	3,021,162.20	11,602.04	-	3,032,764.24	178,322.83	4,162.50
153 - CDBG Disaster Recovery Prgrm Fund	-	-	-	-	-	-
154 - Park Bond 2021 Fund	29,606,428.39	101,051.44	35,963.50	29,671,516.33	535,351.34	2,946,674.75
155 - TX Water Development Board Fund	-	-	-	-	-	-
156 - Park Bond 2022 Fund	25,095,860.38	86,614.60	-	25,182,474.98	25,423,678.58	241,203.60
160 - FM 110 TIRZ Fund	14,183,713.07	2,119,258.40	-	16,302,971.47	2,260,788.41	-
161 - La CIMA PID 2015 Fund	2,854,928.58	18,614.76	-	2,873,543.34	46,854.17	-
162 - La CIMA PID Neigh Impr 2020 Fund	889,685.10	2,698.48	-	892,383.58	10,390.36	3,000.00
163 - La CIMA PID Neigh Impr 2022 Fund	3,388,059.02	16,264.78	959,850.31	2,444,473.49	20,832,868.56	18,388,395.07
170 - Infrastructure Imp Fee Fund	1,081,836.40	9,160.80	861.42	1,090,135.78	102,030.44	23,295.08
<b>CAPITAL PROJECT FUNDS BALANCE</b>	<b>\$ 145,464,357.52</b>	<b>\$ 2,619,482.87</b>	<b>\$ 2,091,737.96</b>	<b>\$ 145,992,102.43</b>	<b>\$ 51,064,159.51</b>	<b>\$ 28,869,863.33</b>
<b>DEBT SERVICE FUND</b>						
190 - Interest and Sinking Fund	\$ 52,828,216.40	\$ 3,155,079.57	\$ 25,629,118.76	\$ 30,354,177.21	\$ 34,788,980.78	\$ 25,629,118.76
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 340,598,878.34</b>	<b>\$ 19,873,955.06</b>	<b>\$ 48,970,346.65</b>	<b>\$ 311,502,486.75</b>	<b>\$ 209,227,848.86</b>	<b>\$ 130,682,185.51</b>
<b>003 - Medical &amp; Dental Insurance Fund</b>	<b>\$ 19,720,340.58</b>	<b>\$ 60,053.72</b>	<b>\$ 1,042,536.33</b>	<b>\$ 18,737,857.97</b>	<b>\$ 4,084,067.72</b>	<b>\$ 5,106,129.21</b>

# Hays County Schedule of Revenues

Through 02/28/23

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Summary Listing

Account Classification	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund 001 - General Fund									
REVENUE									
Property and Sales Tax	105,994,251.00	.00	105,994,251.00	10,333,417.30	.00	80,902,436.45	25,091,814.55	76	99,884,680.05
Intergovernmental Revenues and Grants	5,613,204.00	632,765.00	6,245,969.00	685,200.03	.00	2,241,551.32	4,004,417.68	36	4,756,332.34
Charges for Services	6,320,340.00	.00	6,320,340.00	355,704.15	.00	2,289,002.59	4,031,337.41	36	6,484,420.02
Fines and Forfeitures	1,409,100.00	.00	1,409,100.00	22,426.92	.00	357,220.55	1,051,879.45	25	1,444,502.54
Other Revenues	1,072,600.00	148,958.00	1,221,558.00	29,350.33	.00	289,454.71	932,103.29	24	1,149,316.15
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	602,000.00	.00	602,000.00	625,656.57	.00	1,265,311.56	(663,311.56)	210	467,616.30
Fund Transfers	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0	3,322.67
REVENUE TOTALS	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$12,051,755.30	\$0.00	\$87,344,977.18	\$34,648,240.82	72%	\$114,190,190.07
Fund 001 - General Fund Totals	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$12,051,755.30	\$0.00	\$87,344,977.18	\$34,648,240.82		\$114,190,190.07
Fund 002 - Election Contract Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	150,000.00	.00	150,000.00	(230.68)	.00	(230.68)	150,230.68	0	119,153.39
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,344.56	.00	6,042.16	(6,042.16)	+++	3,862.85
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$1,113.88	\$0.00	\$5,811.48	\$144,188.52	4%	\$123,016.24
Fund 002 - Election Contract Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$1,113.88	\$0.00	\$5,811.48	\$144,188.52		\$123,016.24
Fund 003 - Medical & Dental Insurance Fund									
REVENUE									
Charges for Services	15,372,000.00	.00	15,372,000.00	6,429.02	.00	3,885,065.28	11,486,934.72	25	14,336,467.52
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,379.36
Interest Income	100,000.00	.00	100,000.00	53,624.70	.00	199,002.44	(99,002.44)	199	72,185.49
REVENUE TOTALS	\$15,472,000.00	\$0.00	\$15,472,000.00	\$60,053.72	\$0.00	\$4,084,067.72	\$11,387,932.28	26%	\$14,410,032.37
Fund 003 - Medical & Dental Insurance Fund Totals	\$15,472,000.00	\$0.00	\$15,472,000.00	\$60,053.72	\$0.00	\$4,084,067.72	\$11,387,932.28		\$14,410,032.37
Fund 006 - Public Safety Bond 2017 Fund									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	26,776.32	.00	140,980.44	(140,980.44)	+++	68,575.10
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$26,776.32	\$0.00	\$140,980.44	(\$140,980.44)	+++	\$68,575.10

# Hays County Schedule of Revenues

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Summary Listing

Account Classification		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/
		Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd
Fund	<b>006 - Public Safety Bond 2017 Fund</b>	\$0.00	\$0.00	\$0.00	\$26,776.32	\$0.00	\$140,980.44	(\$140,980.44)	\$68,575.10
Fund	<b>011 - American Rescue Plan Fund</b>								
REVENUE									
Intergovernmental Revenues and Grants									
Interest Income		12,707,721.00	11,735,407.00	24,443,128.00	398,118.26	.00	11,700,403.75	12,742,724.25	48
		.00	.00	.00	77,570.72	.00	430,631.11	(430,631.11)	+++
REVENUE TOTALS									
		\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$475,688.98	\$0.00	\$12,131,034.86	\$12,312,093.14	50%
Fund	<b>011 - American Rescue Plan Fund</b>	\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$475,688.98	\$0.00	\$12,131,034.86	\$12,312,093.14	\$11,508,231.44
Fund	<b>012 - Local Assistance and TC Fund</b>								\$11,508,231.44
REVENUE									
Intergovernmental Revenues and Grants									
Interest Income		.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0
		.00	.00	.00	172.87	.00	255.00	(255.00)	+++
REVENUE TOTALS									
		\$0.00	\$100,000.00	\$100,000.00	\$172.87	\$0.00	\$255.00	\$99,745.00	0%
Fund	<b>012 - Local Assistance and TC Fund</b>	\$0.00	\$100,000.00	\$100,000.00	\$172.87	\$0.00	\$255.00	\$99,745.00	\$0.00
Fund	<b>020 - Road and Bridge General Fund</b>								
REVENUE									
Property and Sales Tax									
Intergovernmental Revenues and Grants		10,235,473.00	.00	10,235,473.00	807,800.98	.00	6,521,246.60	3,714,226.40	64
Charges for Services		1,013,896.00	500,000.00	1,513,896.00	.00	.00	.00	1,513,896.00	0
Fines and Forfeitures		1,855,000.00	.00	1,855,000.00	190,685.00	.00	1,142,167.70	712,832.30	62
Other Revenues		235,000.00	.00	235,000.00	27,734.41	.00	143,341.87	91,658.13	61
Interest Income		250,000.00	39,555.00	289,555.00	18,754.71	.00	47,128.90	242,426.10	16
Fund Transfers		150,000.00	.00	150,000.00	52,854.72	.00	309,042.49	(159,042.49)	206
		.00	.00	.00	.00	.00	.00	.00	+++
REVENUE TOTALS									
Fund	<b>020 - Road and Bridge General Fund</b>	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$1,097,829.82	\$0.00	\$8,162,927.56	\$6,115,996.44	57%
Fund	<b>022 - Road Bond 2006 Construction Fund</b>	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$1,097,829.82	\$0.00	\$8,162,927.56	\$6,115,996.44	\$13,335,437.22
REVENUE									
Intergovernmental Revenues and Grants									
Interest Income		.00	.00	.00	.00	.00	.00	.00	+++
		.00	.00	.00	2,145.07	.00	9,819.41	(9,819.41)	+++
REVENUE TOTALS									
		\$0.00	\$0.00	\$0.00	\$2,145.07	\$0.00	\$9,819.41	(\$9,819.41)	+++
Fund	<b>022 - Road Bond 2006 Construction Fund</b>	\$0.00	\$0.00	\$0.00	\$2,145.07	\$0.00	\$9,819.41	(\$9,819.41)	\$4,289.37
Fund	<b>027 - Co Priority Road Bond 2011 Fund</b>								\$4,289.37
REVENUE									
Intergovernmental Revenues and Grants									
Interest Income		.00	.00	.00	.00	.00	.00	.00	+++

# Hays County Schedule of Revenues

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	Rec'd % Used/	Prior Year Total
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	18,811.59	.00	87,482.94	(87,482.94)	+++	40,786.47
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$18,811.59	\$0.00	\$87,482.94	(\$87,482.94)	+++	\$40,786.47
Fund 027 - Co Priority Road Bond 2011 Fund Totals	\$0.00	\$0.00	\$0.00	\$18,811.59	\$0.00	\$87,482.94	(\$87,482.94)		\$40,786.47
Fund 033 - Pass Thru Road Bond 2016 Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,192.67	.00	6,943.86	(6,943.86)	+++	10,282.43
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$1,192.67	\$0.00	\$6,943.86	(\$6,943.86)	+++	\$10,282.43
Fund 033 - Pass Thru Road Bond 2016 Fund Totals	\$0.00	\$0.00	\$0.00	\$1,192.67	\$0.00	\$6,943.86	(\$6,943.86)		\$10,282.43
Fund 035 - Road Bond 2019 Fund									
REVENUE									
Intergovernmental Revenues and Grants	1,230,000.00	309,120.00	1,539,120.00	.00	.00	312,527.40	1,226,592.60	20	1,033,763.31
Other Revenues	.00	29,012.00	29,012.00	.00	.00	.00	29,012.00	0	1,584,618.58
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	194,244.20	.00	1,062,887.67	(1,062,887.67)	+++	519,347.07
REVENUE TOTALS	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$194,244.20	\$0.00	\$1,375,415.07	\$192,716.93	88%	\$3,137,728.96
Fund 035 - Road Bond 2019 Fund Totals	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$194,244.20	\$0.00	\$1,375,415.07	\$192,716.93		\$3,137,728.96
Fund 050 - Sheriff Abandoned Vehicle Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	106.96	.00	513.25	(513.25)	+++	231.04
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$106.96	\$0.00	\$513.25	(\$513.25)	+++	\$231.04
Fund 050 - Sheriff Abandoned Vehicle Fund Totals	\$0.00	\$0.00	\$0.00	\$106.96	\$0.00	\$513.25	(\$513.25)		\$231.04
Fund 051 - Sheriff Bail Bond Fund									
REVENUE									
Charges for Services	2,300.00	.00	2,300.00	.00	.00	.00	2,300.00	0	3,050.00
Interest Income	.00	.00	.00	246.68	.00	1,152.89	(1,152.89)	+++	503.78
REVENUE TOTALS	\$2,300.00	\$0.00	\$2,300.00	\$246.68	\$0.00	\$1,152.89	\$1,147.11	50%	\$3,553.78
Fund 051 - Sheriff Bail Bond Fund Totals	\$2,300.00	\$0.00	\$2,300.00	\$246.68	\$0.00	\$1,152.89	\$1,147.11		\$3,553.78
Fund 052 - Sheriff Special Projects Fund									

# Hays County Schedule of Revenues

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Budget	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	Rec'd % Used/	Prior Year Total
REVENUE										
Other Revenues	.00	3,350.00	3,350.00	3,350.00	.00	.00	600.00	2,750.00	18	1,250.00
Interest Income	.00	.00	.00	.00	3.08	.00	4.94	(4.94)	+++	6.12
REVENUE TOTALS	\$0.00	\$3,350.00	\$3,350.00	\$3,350.00	\$3.08	\$0.00	\$604.94	\$2,745.06	18%	\$1,256.12
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$3,350.00	\$3.08	\$0.00	\$604.94	\$2,745.06		\$1,256.12
Fund 053 - Sheriff Drug Forfeiture Fund										
REVENUE										
Charges for Services	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	2,876.90	.00	26,670.55	(26,670.55)	+++	40,040.35
Other Revenues	.00	.00	.00	.00	.00	.00	.00	.00	+++	1,805.00
Interest Income	.00	.00	.00	.00	526.84	.00	2,411.55	(2,411.55)	+++	1,053.41
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$3,403.74	\$0.00	\$29,082.10	(\$29,082.10)	+++	\$42,898.76
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$3,403.74	\$0.00	\$29,082.10	(\$29,082.10)		\$42,898.76
Fund 055 - Sheriff Fed Discretionary Fund										
REVENUE										
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	34,454.99	(34,454.99)	+++	68,075.34
Other Revenues	.00	.00	.00	.00	.00	.00	.00	.00	+++	2,664.75
Interest Income	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,454.99	(\$34,454.99)	+++	\$70,740.09
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,454.99	(\$34,454.99)		\$70,740.09
Fund 064 - Fire Marshal Code Fee Fund										
REVENUE										
Charges for Services	52,000.00	.00	.00	52,000.00	11,499.50	.00	38,445.75	13,554.25	74	66,105.20
Interest Income	.00	.00	.00	.00	368.20	.00	1,630.80	(1,630.80)	+++	393.46
REVENUE TOTALS	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$11,867.70	\$0.00	\$40,076.55	\$11,923.45	77%	\$66,498.66
Fund 064 - Fire Marshal Code Fee Fund Totals	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$11,867.70	\$0.00	\$40,076.55	\$11,923.45		\$66,498.66
Fund 065 - Veteran's Court Program Fund										
REVENUE										
Other Revenues	.00	.00	.00	.00	.00	.00	192.00	(192.00)	+++	1,349.00
Interest Income	.00	.00	.00	.00	36.40	.00	174.80	(174.80)	+++	72.94
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$36.40	\$0.00	\$366.80	(\$366.80)	+++	\$1,421.94
Fund 065 - Veteran's Court Program Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$36.40	\$0.00	\$366.80	(\$366.80)		\$1,421.94



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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 067 - Constable 2 Drug Forfeiture Fund									
REVENUE									
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
REVENUE									
Intergovernmental Revenues and Grants	100,000.00	.00	100,000.00	5,031.15	.00	34,086.70	65,913.30	34	76,101.18
Charges for Services	2,533,100.00	.00	2,533,100.00	148,675.00	.00	856,407.50	1,676,692.50	34	1,963,313.75
Other Revenues	165,000.00	.00	165,000.00	13,756.00	.00	47,386.16	117,613.84	29	178,795.76
Interest Income	.00	.00	.00	1,968.00	.00	42,518.42	(42,518.42)	+++	791.57
Fund Transfers	1,498,796.00	.00	1,498,796.00	.00	.00	.00	1,498,796.00	0	2,723,046.00
REVENUE TOTALS	\$4,296,896.00	\$0.00	\$4,296,896.00	\$169,430.15	\$0.00	\$980,398.78	\$3,316,497.22	23%	\$4,942,048.26
Fund 070 - Juvenile Detention Center Fund Totals	\$4,296,896.00	\$0.00	\$4,296,896.00	\$169,430.15	\$0.00	\$980,398.78	\$3,316,497.22		\$4,942,048.26
Fund 080 - DA Hot Check Fee Fund									
REVENUE									
Charges for Services	.00	.00	.00	81.90	.00	281.10	(281.10)	+++	1,949.10
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$81.90	\$0.00	\$281.10	(\$281.10)	+++	\$1,949.10
Fund 080 - DA Hot Check Fee Fund Totals	\$0.00	\$0.00	\$0.00	\$81.90	\$0.00	\$281.10	(\$281.10)		\$1,949.10
Fund 081 - DA Drug Forfeiture Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	20,215.54	.00	36,967.24	(36,967.24)	+++	109,202.92
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	233.84	.00	1,070.39	(1,070.39)	+++	467.24
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$20,449.38	\$0.00	\$38,037.63	(\$38,037.63)	+++	\$109,670.16
Fund 081 - DA Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$20,449.38	\$0.00	\$38,037.63	(\$38,037.63)		\$109,670.16
Fund 084 - Law Library Fund									
REVENUE									
Charges for Services	110,000.00	.00	110,000.00	10,237.50	.00	47,293.48	62,706.52	43	113,332.81
Other Revenues	.00	.00	.00	59.30	.00	282.80	(282.80)	+++	426.65
Interest Income	.00	.00	.00	268.80	.00	1,369.31	(1,369.31)	+++	718.76

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$110,000.00	\$0.00	\$110,000.00	\$10,565.60	\$0.00	\$48,945.59	\$61,054.41	44%	\$114,478.22
Fund 084 - Law Library Fund Totals	\$110,000.00	\$0.00	\$110,000.00	\$10,565.60	\$0.00	\$48,945.59	\$61,054.41		\$114,478.22
Fund 100 - County and District Court Techn									
REVENUE									
Charges for Services	4,300.00	.00	4,300.00	400.93	.00	2,073.85	2,226.15	48	5,880.63
Interest Income	.00	.00	.00	95.48	.00	447.05	(447.05)	+++	184.95
REVENUE TOTALS	\$4,300.00	\$0.00	\$4,300.00	\$496.41	\$0.00	\$2,520.90	\$1,779.10	59%	\$6,065.58
Fund 100 - County and District Court Techn Totals	\$4,300.00	\$0.00	\$4,300.00	\$496.41	\$0.00	\$2,520.90	\$1,779.10		\$6,065.58
Fund 101 - Records Mgmt and Archive Fund									
REVENUE									
Charges for Services	1,400,000.00	.00	1,400,000.00	62,666.47	.00	379,442.21	1,020,557.79	27	1,330,757.10
Interest Income	.00	.00	.00	9,572.64	.00	45,651.15	(45,651.15)	+++	20,644.88
REVENUE TOTALS	\$1,400,000.00	\$0.00	\$1,400,000.00	\$72,239.11	\$0.00	\$425,093.36	\$974,906.64	30%	\$1,351,401.98
Fund 101 - Records Mgmt and Archive Fund Totals	\$1,400,000.00	\$0.00	\$1,400,000.00	\$72,239.11	\$0.00	\$425,093.36	\$974,906.64		\$1,351,401.98
Fund 102 - Guardianship Fee Fund									
REVENUE									
Charges for Services	12,000.00	.00	12,000.00	1,890.00	.00	7,860.00	4,140.00	66	19,264.16
Interest Income	.00	.00	.00	163.80	.00	771.81	(771.81)	+++	304.57
REVENUE TOTALS	\$12,000.00	\$0.00	\$12,000.00	\$2,053.80	\$0.00	\$8,631.81	\$3,368.19	72%	\$19,568.73
Fund 102 - Guardianship Fee Fund Totals	\$12,000.00	\$0.00	\$12,000.00	\$2,053.80	\$0.00	\$8,631.81	\$3,368.19		\$19,568.73
Fund 105 - Court Records Preservation									
REVENUE									
Charges for Services	55,000.00	.00	55,000.00	8,659.61	.00	40,112.25	14,887.75	73	79,019.91
Interest Income	.00	.00	.00	481.04	.00	2,083.01	(2,083.01)	+++	716.52
REVENUE TOTALS	\$55,000.00	\$0.00	\$55,000.00	\$9,140.65	\$0.00	\$42,195.26	\$12,804.74	77%	\$79,736.43
Fund 105 - Court Records Preservation Totals	\$55,000.00	\$0.00	\$55,000.00	\$9,140.65	\$0.00	\$42,195.26	\$12,804.74		\$79,736.43
Fund 106 - County Records Preservation Fund									
REVENUE									
Charges for Services	57,000.00	.00	57,000.00	2,727.35	.00	13,864.12	43,135.88	24	49,178.73
Interest Income	.00	.00	.00	379.12	.00	2,891.75	(2,891.75)	+++	2,739.71
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$57,000.00	\$0.00	\$57,000.00	\$3,106.47	\$0.00	\$16,755.87	\$40,244.13	29%	\$51,918.44

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 106 - County Records Preservation Fund Totals</b>	\$57,000.00	\$0.00	\$57,000.00	\$3,106.47	\$0.00	\$16,755.87	\$40,244.13		\$51,918.44
<b>Fund 107 - Courthouse Security Fund</b>									
REVENUE									
Charges for Services	141,400.00	.00	141,400.00	9,920.26	.00	56,788.90	84,611.10	40	166,051.16
Interest Income	.00	.00	.00	664.44	.00	3,159.80	(3,159.80)	+++	1,406.65
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$141,400.00	\$0.00	\$141,400.00	\$10,584.70	\$0.00	\$59,948.70	\$81,451.30	42%	\$167,457.81
<b>Fund 107 - Courthouse Security Fund Totals</b>	\$141,400.00	\$0.00	\$141,400.00	\$10,584.70	\$0.00	\$59,948.70	\$81,451.30		\$167,457.81
<b>Fund 108 - Dist Court Records Technology</b>									
REVENUE									
Charges for Services	6,000.00	.00	6,000.00	80.00	.00	261.11	5,738.89	4	3,809.68
Interest Income	.00	.00	.00	238.56	.00	1,144.03	(1,144.03)	+++	513.05
REVENUE TOTALS	\$6,000.00	\$0.00	\$6,000.00	\$318.56	\$0.00	\$1,405.14	\$4,594.86	23%	\$4,322.73
<b>Fund 108 - Dist Court Records Technology Totals</b>	\$6,000.00	\$0.00	\$6,000.00	\$318.56	\$0.00	\$1,405.14	\$4,594.86		\$4,322.73
<b>Fund 109 - Truancy Court Fee Fund</b>									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	150.00	(150.00)	+++	200.00
Interest Income	.00	.00	.00	5.88	.00	25.87	(25.87)	+++	10.69
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$5.88	\$0.00	\$175.87	(\$175.87)	+++	\$210.69
<b>Fund 109 - Truancy Court Fee Fund Totals</b>	\$0.00	\$0.00	\$0.00	\$5.88	\$0.00	\$175.87	(\$175.87)		\$210.69
<b>Fund 110 - Justice Court Bldg Security Fund</b>									
REVENUE									
Charges for Services	1,150.00	.00	1,150.00	.00	.00	167.28	982.72	15	1,044.16
Interest Income	.00	.00	.00	515.76	.00	2,474.01	(2,474.01)	+++	1,110.90
REVENUE TOTALS	\$1,150.00	\$0.00	\$1,150.00	\$515.76	\$0.00	\$2,641.29	(\$1,491.29)	230%	\$2,155.06
<b>Fund 110 - Justice Court Bldg Security Fund Totals</b>	\$1,150.00	\$0.00	\$1,150.00	\$515.76	\$0.00	\$2,641.29	(\$1,491.29)		\$2,155.06
<b>Fund 111 - Court Reporters Service Fund</b>									
REVENUE									
Charges for Services	63,000.00	.00	63,000.00	7,493.51	.00	34,590.09	28,409.91	55	76,228.02
Interest Income	.00	.00	.00	96.60	.00	768.93	(768.93)	+++	326.17
REVENUE TOTALS	\$63,000.00	\$0.00	\$63,000.00	\$7,590.11	\$0.00	\$35,359.02	\$27,640.98	56%	\$76,554.19
<b>Fund 111 - Court Reporters Service Fund Totals</b>	\$63,000.00	\$0.00	\$63,000.00	\$7,590.11	\$0.00	\$35,359.02	\$27,640.98		\$76,554.19
<b>Fund 112 - Justice Court Technology Fund</b>									

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	Rec'd	% Used/	Prior Year Total
REVENUE										
Charges for Services	25,500.00	.00	25,500.00	.00	.00	5,290.36	20,209.64	21		27,731.04
Interest Income	.00	.00	.00	1,373.96	.00	6,726.34	(6,726.34)	+++		3,065.38
REVENUE TOTALS	\$25,500.00	\$0.00	\$25,500.00	\$1,373.96	\$0.00	\$12,016.70	\$13,483.30	47%		\$30,796.42
Fund 112 - Justice Court Technology Fund Totals	\$25,500.00	\$0.00	\$25,500.00	\$1,373.96	\$0.00	\$12,016.70	\$13,483.30			\$30,796.42
Fund 114 - Civil Courts Building Fund										
REVENUE										
Charges for Services	60,000.00	.00	60,000.00	5,915.00	.00	27,239.12	32,760.88	45		74,304.97
Interest Income	.00	.00	.00	3,736.04	.00	17,783.08	(17,783.08)	+++		7,806.44
REVENUE TOTALS	\$60,000.00	\$0.00	\$60,000.00	\$9,651.04	\$0.00	\$45,022.20	\$14,977.80	75%		\$82,111.41
Fund 114 - Civil Courts Building Fund Totals	\$60,000.00	\$0.00	\$60,000.00	\$9,651.04	\$0.00	\$45,022.20	\$14,977.80			\$82,111.41
Fund 115 - Dispute Resolution Fund										
REVENUE										
Charges for Services	57,900.00	.00	57,900.00	4,387.51	.00	24,253.66	33,646.34	42		62,916.25
Interest Income	.00	.00	.00	159.04	.00	636.00	(636.00)	+++		246.19
REVENUE TOTALS	\$57,900.00	\$0.00	\$57,900.00	\$4,546.55	\$0.00	\$24,889.66	\$33,010.34	43%		\$63,162.44
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$4,546.55	\$0.00	\$24,889.66	\$33,010.34			\$63,162.44
Fund 116 - Juvenile Delinquency Prevention										
REVENUE										
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++		.00
Interest Income	.00	.00	.00	.56	.00	3.33	(3.33)	+++		1.22
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$3.33	(\$3.33)	+++		\$1.22
Fund 116 - Juvenile Delinquency Prevention Totals	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$3.33	(\$3.33)			\$1.22
Fund 117 - County Child Abuse Prevention										
REVENUE										
Charges for Services	200.00	.00	200.00	100.00	.00	112.09	87.91	56		348.86
Interest Income	.00	.00	.00	.00	.00	.62	(.62)	+++		.30
REVENUE TOTALS	\$200.00	\$0.00	\$200.00	\$100.00	\$0.00	\$112.71	\$87.29	56%		\$349.16
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$100.00	\$0.00	\$112.71	\$87.29			\$349.16
Fund 119 - Language Access Fee Fund										
REVENUE										
Charges for Services	13,800.00	.00	13,800.00	862.50	.00	6,309.12	7,490.88	46		14,246.23
Interest Income	.00	.00	.00	63.28	.00	251.23	(251.23)	+++		50.86

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
<b>REVENUE TOTALS</b>									
Fund 119 - Language Access Fee Fund Totals	\$13,800.00	\$0.00	\$13,800.00	\$925.78	\$0.00	\$6,560.35	\$7,239.65	48%	\$14,297.09
Fund 120 - Family Health Services Fund	\$13,800.00	\$0.00	\$13,800.00	\$925.78	\$0.00	\$6,560.35	\$7,239.65		\$14,297.09
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	1,502,532.00	78,672.00	1,581,204.00	138,165.15	.00	371,638.64	1,209,565.36	24	647,365.45
Charges for Services	400.00	.00	400.00	60.00	.00	110.00	290.00	28	820.00
Other Revenues	.00	50.00	50.00	.00	.00	.00	50.00	0	2,517.50
Interest Income	.00	.00	.00	137.74	.00	26,686.88	(26,686.88)	+++	8,008.04
Fund Transfers	2,718,880.00	.00	2,718,880.00	.00	.00	.00	2,718,880.00	0	2,557,711.00
<b>REVENUE TOTALS</b>									
Fund 120 - Family Health Services Fund Totals	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$138,362.89	\$0.00	\$398,435.52	\$3,902,098.48	9%	\$3,216,421.99
Fund 121 - Tobacco Settlement Fund	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$138,362.89	\$0.00	\$398,435.52	\$3,902,098.48		\$3,216,421.99
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	110,000.00	.00	110,000.00	.00	.00	.00	110,000.00	0	115,587.87
Interest Income	.00	.00	.00	615.52	.00	2,817.67	(2,817.67)	+++	1,230.86
<b>REVENUE TOTALS</b>									
Fund 121 - Tobacco Settlement Fund Totals	\$110,000.00	\$0.00	\$110,000.00	\$615.52	\$0.00	\$2,817.67	\$107,182.33	3%	\$116,818.73
Fund 141 - Historical Comm Publication Fund	\$110,000.00	\$0.00	\$110,000.00	\$615.52	\$0.00	\$2,817.67	\$107,182.33		\$116,818.73
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	170.93	(170.93)	+++	571.57
Interest Income	.00	.00	.00	456.84	.00	2,116.72	(2,116.72)	+++	934.77
<b>REVENUE TOTALS</b>									
Fund 141 - Historical Comm Publication Fund Totals	\$0.00	\$0.00	\$0.00	\$456.84	\$0.00	\$2,287.65	(\$2,287.65)	+++	\$1,506.34
Fund 144 - Historical Jail Restoration Fund	\$0.00	\$0.00	\$0.00	\$456.84	\$0.00	\$2,287.65	(\$2,287.65)		\$1,506.34
<b>REVENUE</b>									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,245.60	.00	11,075.74	(11,075.74)	+++	5,022.61
<b>REVENUE TOTALS</b>									
Fund 144 - Historical Jail Restoration Fund Totals	\$0.00	\$0.00	\$0.00	\$2,245.60	\$0.00	\$11,075.74	(\$11,075.74)	+++	\$5,022.61
Fund 146 - ORCA Cedar Oaks Mesa Fund	\$0.00	\$0.00	\$0.00	\$2,245.60	\$0.00	\$11,075.74	(\$11,075.74)		\$5,022.61
<b>REVENUE</b>									

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	Rec'd	% Used/	Prior Year Total
Intergovernmental Revenues and Grants	.00	350,000.00	350,000.00	.00		.00	.00	350,000.00	0		.00
Other Revenues	.00	17,500.00	17,500.00	.00		.00	.00	17,500.00	0		.00
Fund Transfers	.00	.00	.00	.00		.00	.00	.00	+++		.00
REVENUE TOTALS	\$0.00	\$367,500.00	\$367,500.00	\$0.00		\$0.00	\$0.00	\$367,500.00	0%		\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals	\$0.00	\$367,500.00	\$367,500.00	\$0.00		\$0.00	\$0.00	\$367,500.00			\$0.00
Fund 150 - Park Bond 2011 Fund											
REVENUE											
Intergovernmental Revenues and Grants	392,000.00	.00	392,000.00	.00		.00	.00	392,000.00	0		.00
Other Revenues	.00	.00	.00	.00		.00	.00	.00	+++		.00
Debt Proceeds	.00	.00	.00	.00		.00	.00	.00	+++		.00
Interest Income	.00	.00	.00	1,396.68		.00	8,210.90	(8,210.90)	+++		4,296.04
REVENUE TOTALS	\$392,000.00	\$0.00	\$392,000.00	\$1,396.68		\$0.00	\$8,210.90	\$383,789.10	2%		\$4,296.04
Fund 150 - Park Bond 2011 Fund Totals	\$392,000.00	\$0.00	\$392,000.00	\$1,396.68		\$0.00	\$8,210.90	\$383,789.10			\$4,296.04
Fund 151 - Habitat Conservation Plan Fund											
REVENUE											
Intergovernmental Revenues and Grants	.00	.00	.00	.00		.00	.00	.00	+++		.00
Charges for Services	250,000.00	.00	250,000.00	2,000.00		.00	133,750.00	116,250.00	54		1,581,760.00
Interest Income	.00	.00	.00	9,602.04		.00	44,572.83	(44,572.83)	+++		13,364.85
Fund Transfers	.00	.00	.00	.00		.00	.00	.00	+++		.00
REVENUE TOTALS	\$250,000.00	\$0.00	\$250,000.00	\$11,602.04		\$0.00	\$178,322.83	\$71,677.17	71%		\$1,595,124.85
Fund 151 - Habitat Conservation Plan Fund Totals	\$250,000.00	\$0.00	\$250,000.00	\$11,602.04		\$0.00	\$178,322.83	\$71,677.17			\$1,595,124.85
Fund 152 - HCL Provider Participation Fund											
REVENUE											
Other Revenues	20,800,000.00	.00	20,800,000.00	.00		.00	13,465,643.03	7,334,356.97	65		16,055,885.00
Interest Income	.00	.00	.00	1,961.13		.00	37,218.39	(37,218.39)	+++		678.86
REVENUE TOTALS	\$20,800,000.00	\$0.00	\$20,800,000.00	\$1,961.13		\$0.00	\$13,502,861.42	\$7,297,138.58	65%		\$16,056,563.86
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$1,961.13		\$0.00	\$13,502,861.42	\$7,297,138.58			\$16,056,563.86
Fund 153 - CDBG Disaster Recovery Prgrm Fund											
REVENUE											
Intergovernmental Revenues and Grants	.00	100,000.00	100,000.00	.00		.00	.00	100,000.00	0		250,025.28
Fund Transfers	.00	.00	.00	.00		.00	.00	.00	+++		.00
REVENUE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$0.00		\$0.00	\$0.00	\$100,000.00	0%		\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgrm Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00		\$0.00	\$0.00	\$100,000.00			\$250,025.28



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Fund 154 - Park Bond 2021 Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	874,750.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	101,051.44	.00	535,351.34	(535,351.34)	+++	299,346.74
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$101,051.44	\$0.00	\$535,351.34	(\$535,351.34)	+++	\$1,174,096.74
Fund 154 - Park Bond 2021 Fund Totals	\$0.00	\$0.00	\$0.00	\$101,051.44	\$0.00	\$535,351.34	(\$535,351.34)		\$1,174,096.74
Fund 155 - TX Water Development Board Fund									
REVENUE									
Intergovernmental Revenues and Grants	215,000.00	.00	215,000.00	.00	.00	.00	215,000.00	0	.00
REVENUE TOTALS	\$215,000.00	\$0.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	\$0.00
Fund 155 - TX Water Development Board Fund Totals	\$215,000.00	\$0.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00		\$0.00
Fund 156 - Park Bond 2022 Fund									
REVENUE									
Debt Proceeds	.00	.00	.00	.00	.00	25,241,203.60	(25,241,203.60)	+++	.00
Interest Income	.00	.00	.00	86,614.60	.00	182,474.98	(182,474.98)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$86,614.60	\$0.00	\$25,423,678.58	(\$25,423,678.58)	+++	\$0.00
Fund 156 - Park Bond 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$86,614.60	\$0.00	\$25,423,678.58	(\$25,423,678.58)		\$0.00
Fund 160 - FM 110 TIRZ									
REVENUE									
Property and Sales Tax	3,300,000.00	.00	3,300,000.00	2,078,307.70	.00	2,078,307.70	1,221,692.30	63	3,761,693.99
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	40,950.70	.00	182,480.71	(182,480.71)	+++	49,411.70
REVENUE TOTALS	\$3,300,000.00	\$0.00	\$3,300,000.00	\$2,119,258.40	\$0.00	\$2,260,788.41	\$1,039,211.59	69%	\$3,811,105.69
Fund 160 - FM 110 TIRZ Totals	\$3,300,000.00	\$0.00	\$3,300,000.00	\$2,119,258.40	\$0.00	\$2,260,788.41	\$1,039,211.59		\$3,811,105.69
Fund 161 - La Cima PID 2015 Fund									
REVENUE									
Property and Sales Tax	1,710,000.00	.00	1,710,000.00	.00	.00	.00	1,710,000.00	0	1,709,909.02
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	18,614.76	.00	46,854.17	(46,854.17)	+++	7,577.81
REVENUE TOTALS	\$1,710,000.00	\$0.00	\$1,710,000.00	\$18,614.76	\$0.00	\$46,854.17	\$1,663,145.83	3%	\$1,717,486.83
Fund 161 - La Cima PID 2015 Fund Totals	\$1,710,000.00	\$0.00	\$1,710,000.00	\$18,614.76	\$0.00	\$46,854.17	\$1,663,145.83		\$1,717,486.83

# Hays County Schedule of Revenues

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 162 - La Cima PID Neigh Impr 2020 Fund									
REVENUE									
Property and Sales Tax	670,000.00	.00	670,000.00	.00	.00	.00	670,000.00	0	645,568.09
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,698.48	.00	10,390.36	(10,390.36)	+++	2,468.74
REVENUE TOTALS	\$670,000.00	\$0.00	\$670,000.00	\$2,698.48	\$0.00	\$10,390.36	\$659,609.64	2%	\$648,036.83
Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals	\$670,000.00	\$0.00	\$670,000.00	\$2,698.48	\$0.00	\$10,390.36	\$659,609.64		\$648,036.83
Fund 163 - La CIMA PID Neigh Impr 2022 Fund									
REVENUE									
Property and Sales Tax	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	20,800,000.00	(20,800,000.00)	+++	.00
Interest Income	.00	.00	.00	16,264.78	.00	32,868.56	(32,868.56)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$16,264.78	\$0.00	\$20,832,868.56	(\$20,832,868.56)	+++	\$0.00
Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$16,264.78	\$0.00	\$20,832,868.56	(\$20,832,868.56)		\$0.00
Fund 170 - Infrastructure Imp Fee Fund									
REVENUE									
Charges for Services	500,000.00	.00	500,000.00	5,700.00	.00	85,650.00	414,350.00	17	483,850.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	619.00
Interest Income	.00	.00	.00	3,460.80	.00	16,380.44	(16,380.44)	+++	6,517.14
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$500,000.00	\$0.00	\$500,000.00	\$9,160.80	\$0.00	\$102,030.44	\$397,969.56	20%	\$490,986.14
Fund 170 - Infrastructure Imp Fee Fund Totals	\$500,000.00	\$0.00	\$500,000.00	\$9,160.80	\$0.00	\$102,030.44	\$397,969.56		\$490,986.14
Fund 190 - Interest and Sinking Fund									
REVENUE									
Property and Sales Tax	33,579,817.00	.00	33,579,817.00	3,041,466.19	.00	32,267,434.72	1,312,382.28	96	35,389,078.03
Other Revenues	10,000,000.00	.00	10,000,000.00	.00	.00	2,197,333.00	7,802,667.00	22	10,659,809.01
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	80,000.00	.00	80,000.00	113,613.38	.00	324,213.06	(244,213.06)	405	76,459.84
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$43,659,817.00	\$0.00	\$43,659,817.00	\$3,155,079.57	\$0.00	\$34,788,980.78	\$8,870,836.22	80%	\$46,125,346.88
Fund 190 - Interest and Sinking Fund Totals	\$43,659,817.00	\$0.00	\$43,659,817.00	\$3,155,079.57	\$0.00	\$34,788,980.78	\$8,870,836.22		\$46,125,346.88

# Hays County Schedule of Revenues

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget		Amended Budget	Current Month		YTD	YTD		Budget - YTD		% Used/
		Amendments	Budget		Transactions	Encumbrances		Transactions	Encumbrances	Transactions	Encumbrances	
	\$246,697,660.00	\$14,044,389.00	\$260,742,049.00	\$19,934,008.88	\$0.00	\$213,311,916.68	\$47,430,132.32					
Grand Totals												\$239,346,263.99

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 001 - General Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	81,859,115.00	(87,489.00)	81,771,626.00	6,010,549.64	.00	29,833,768.69	51,937,857.31	36	67,027,493.34
Operating	33,586,764.00	1,179,708.00	34,766,472.00	3,227,730.59	700,250.28	13,656,106.87	20,410,114.85	41	34,272,881.46
Travel	16,000.00	8,554.00	24,554.00	745.34	.00	1,622.32	22,931.68	7	17,246.51
Continuing Education	335,876.00	29,400.00	365,276.00	24,509.08	38,205.35	91,718.26	235,352.39	36	242,125.73
Capital Outlay	13,335,500.00	(280,150.00)	13,055,350.00	148,564.12	73,692.60	406,280.27	12,575,377.13	4	1,152,480.57
Capital Assets	2,066,252.00	249,862.00	2,316,114.00	22,176.12	844,066.69	419,746.63	1,052,300.68	55	1,218,315.22
Capital Assets - Operating	590,243.00	259,195.00	849,438.00	7,932.92	201,313.15	149,511.43	498,613.42	41	513,219.07
Depreciation and Amortization	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	461,337.00	.00	461,337.00	.00	.00	436,336.35	25,000.65	95	436,692.90
Interfund Transfers	4,217,676.00	.00	4,217,676.00	.00	.00	.00	4,217,676.00	0	5,280,757.00
<b>EXPENSE TOTALS</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$9,442,207.81</b>	<b>\$1,857,528.07</b>	<b>\$44,995,090.82</b>	<b>\$90,975,224.11</b>	<b>34%</b>	<b>\$110,161,211.80</b>
<b>Fund 001 - General Fund Totals</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$9,442,207.81</b>	<b>\$1,857,528.07</b>	<b>\$44,995,090.82</b>	<b>\$90,975,224.11</b>	<b>34%</b>	<b>\$110,161,211.80</b>
<b>Fund 002 - Election Contract Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	449,799.00	.00	449,799.00	199.50	4,742.64	68,404.70	376,651.66	16	132,358.68
Continuing Education	2,500.00	.00	2,500.00	.00	250.00	.00	2,250.00	10	2,025.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	6,608.97
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	29,168.49
<b>EXPENSE TOTALS</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$199.50</b>	<b>\$4,992.64</b>	<b>\$68,404.70</b>	<b>\$378,901.66</b>	<b>16%</b>	<b>\$170,161.14</b>
<b>Fund 002 - Election Contract Fund Totals</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$199.50</b>	<b>\$4,992.64</b>	<b>\$68,404.70</b>	<b>\$378,901.66</b>		<b>\$170,161.14</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund</b>									
<b>EXPENSE</b>									
Operating	16,500,000.00	.00	16,500,000.00	1,042,536.33	.00	5,106,129.21	11,393,870.79	31	12,833,152.60
<b>EXPENSE TOTALS</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,042,536.33</b>	<b>\$0.00</b>	<b>\$5,106,129.21</b>	<b>\$11,393,870.79</b>	<b>31%</b>	<b>\$12,833,152.60</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund Totals</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,042,536.33</b>	<b>\$0.00</b>	<b>\$5,106,129.21</b>	<b>\$11,393,870.79</b>		<b>\$12,833,152.60</b>
<b>Fund 006 - Public Safety Bond 2017 Fund</b>									
<b>EXPENSE</b>									
Operating	1,292.00	.00	1,292.00	.00	1,291.82	.00	.18	100	2,695.00

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Outlay	4,314,491.00	.00	4,314,491.00	4,067.70	.00	10,187.42	4,304,303.58	0	2,092,329.35
Capital Assets	.00	.00	.00	.00	(10.00)	.00	10.00	+++	93,609.05
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	20,700.46
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$4,315,783.00</b>	<b>\$0.00</b>	<b>\$4,315,783.00</b>	<b>\$4,067.70</b>	<b>\$1,281.82</b>	<b>\$10,187.42</b>	<b>\$4,304,313.76</b>	<b>0%</b>	<b>\$2,209,333.86</b>
<b>Fund 006 - Public Safety Bond 2017 Fund Totals</b>	<b>\$4,315,783.00</b>	<b>\$0.00</b>	<b>\$4,315,783.00</b>	<b>\$4,067.70</b>	<b>\$1,281.82</b>	<b>\$10,187.42</b>	<b>\$4,304,313.76</b>		<b>\$2,209,333.86</b>
<b>Fund 011 - American Rescue Plan Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	884,819.00	236,319.00	1,121,138.00	62,148.26	.00	216,193.22	904,944.78	19	105,432.61
Operating	11,593,928.00	10,153,981.00	21,747,909.00	323,970.00	3,767.63	9,087,085.72	12,657,055.65	42	2,688,749.55
Continuing Education	5,000.00	1,711.00	6,711.00	.00	.00	.00	6,711.00	0	.00
Capital Outlay	.00	1,009,107.00	1,009,107.00	12,000.00	.00	12,000.00	997,107.00	1	5,600,462.46
Capital Assets	2,775,371.00	315,322.00	3,090,693.00	.00	326,950.00	2,373,000.00	390,743.00	87	2,990,480.35
Capital Assets - Operating	117,603.00	18,967.00	136,570.00	.00	92,480.02	12,124.81	31,965.17	77	4,649.37
<b>EXPENSE TOTALS</b>	<b>\$15,376,721.00</b>	<b>\$11,735,407.00</b>	<b>\$27,112,128.00</b>	<b>\$398,118.26</b>	<b>\$423,197.65</b>	<b>\$11,700,403.75</b>	<b>\$14,988,526.60</b>	<b>45%</b>	<b>\$11,389,774.34</b>
<b>Fund 011 - American Rescue Plan Fund Totals</b>	<b>\$15,376,721.00</b>	<b>\$11,735,407.00</b>	<b>\$27,112,128.00</b>	<b>\$398,118.26</b>	<b>\$423,197.65</b>	<b>\$11,700,403.75</b>	<b>\$14,988,526.60</b>		<b>\$11,389,774.34</b>
<b>Fund 012 - Local Assistance and TC Fund</b>									
<b>EXPENSE</b>									
Operating	.00	90,400.00	90,400.00	.00	.00	.00	90,400.00	0	.00
Travel	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
Continuing Education	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
Capital Assets - Operating	.00	3,600.00	3,600.00	.00	.00	.00	3,600.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>0%</b>	<b>\$0.00</b>
<b>Fund 012 - Local Assistance and TC Fund Totals</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>		<b>\$0.00</b>
<b>Fund 020 - Road and Bridge General Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	7,287,410.00	.00	7,287,410.00	419,191.14	.00	2,083,153.74	5,204,256.26	29	4,967,200.45
Operating	16,279,111.00	419,698.00	16,698,809.00	510,788.75	572,321.14	1,612,487.79	14,514,000.07	13	6,944,790.23
Travel	1,000.00	.00	1,000.00	.00	.00	2.59	997.41	0	495.57
Continuing Education	19,400.00	.00	19,400.00	75.00	800.00	346.10	18,253.90	6	2,729.54
Capital Outlay	3,607,415.00	22,506.00	3,629,921.00	129,642.18	.00	432,167.67	3,197,753.33	12	2,951,740.21

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	503,672.00	51,523.00	555,195.00	15,031.00	531,390.00	15,031.00	8,774.00	98	362,863.77
Capital Assets - Operating	75,063.00	45,828.00	120,891.00	970.00	15,223.94	50,241.14	55,425.92	54	31,724.98
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$1,075,698.07	\$1,119,735.08	\$4,193,430.03	\$22,999,460.89	19%	\$15,261,544.75
Fund 020 - Road and Bridge General Fund Totals	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$1,075,698.07	\$1,119,735.08	\$4,193,430.03	\$22,999,460.89		\$15,261,544.75
Fund 022 - Road Bond 2006 Construction Fund									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	.00	611,000.00	611,000.00	.00	.00	.00	611,000.00	0	.00
Capital Outlay	611,000.00	(611,000.00)	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$611,000.00	\$0.00	\$611,000.00	\$0.00	\$0.00	\$0.00	\$611,000.00	0%	\$0.00
Fund 022 - Road Bond 2006 Construction Fund Totals	\$611,000.00	\$0.00	\$611,000.00	\$0.00	\$0.00	\$0.00	\$611,000.00		\$0.00
Fund 027 - Co Priority Road Bond 2011 Fund									
<b>EXPENSE</b>									
Operating	4,964,000.00	.00	4,964,000.00	.00	.00	.00	4,964,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
<b>EXPENSE TOTALS</b>	\$4,964,000.00	\$0.00	\$4,964,000.00	\$0.00	\$0.00	\$0.00	\$4,964,000.00	0%	\$950.00
Fund 027 - Co Priority Road Bond 2011 Fund Totals	\$4,964,000.00	\$0.00	\$4,964,000.00	\$0.00	\$0.00	\$0.00	\$4,964,000.00		\$950.00
Fund 033 - Pass Thru Road Bond 2016 Fund									
<b>EXPENSE</b>									
Operating	2,300,000.00	100,000.00	2,400,000.00	125,220.79	.00	502,872.38	1,897,127.62	21	7,780,460.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
<b>EXPENSE TOTALS</b>	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$125,220.79	\$0.00	\$502,872.38	\$1,897,127.62	21%	\$7,781,410.63
Fund 033 - Pass Thru Road Bond 2016 Fund Totals	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$125,220.79	\$0.00	\$502,872.38	\$1,897,127.62		\$7,781,410.63
Fund 035 - Road Bond 2019 Fund									
<b>EXPENSE</b>									
Operating	34,176,000.00	(616,344.00)	33,559,656.00	444,731.25	.00	3,018,761.85	30,540,894.15	9	17,933,172.13
Capital Outlay	24,345,000.00	954,476.00	25,299,476.00	521,042.99	.00	3,731,310.68	21,568,165.32	15	5,371,030.22
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00



# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>EXPENSE TOTALS</b>									
Fund 035 - Road Bond 2019 Fund Totals	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$965,774.24	\$0.00	\$6,750,072.53	\$52,109,059.47	11%	\$23,304,202.35
Fund 050 - Sheriff Abandoned Vehicle Fund	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$965,774.24	\$0.00	\$6,750,072.53	\$52,109,059.47		\$23,304,202.35
<b>EXPENSE</b>									
Operating	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
<b>EXPENSE TOTALS</b>	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0%	\$0.00
Fund 050 - Sheriff Abandoned Vehicle Fund Totals	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00		\$0.00
Fund 051 - Sheriff Bail Bond Fund	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00		\$0.00
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0%	\$0.00
Fund 051 - Sheriff Bail Bond Fund Totals	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00		\$0.00
Fund 052 - Sheriff Special Projects Fund									
<b>EXPENSE</b>									
Operating	.00	3,350.00	3,350.00	.00	.00	.00	3,350.00	0	921.61
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$3,350.00	0%	\$921.61
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$0.00	\$0.00	\$0.00	\$3,350.00		\$921.61
Fund 053 - Sheriff Drug Forfeiture Fund									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	111,000.00	(45,290.00)	65,710.00	407.79	.00	1,703.67	64,006.33	3	10,301.63
Travel	.00	12,543.00	12,543.00	.00	.00	.00	12,543.00	0	.00
Continuing Education	5,000.00	(5,000.00)	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	7,258.00	7,258.00	.00	7,256.89	.00	1.11	100	.00
Capital Assets - Operating	.00	30,489.00	30,489.00	.00	.00	6,229.30	24,259.70	20	12,950.80
<b>EXPENSE TOTALS</b>	\$116,000.00	\$0.00	\$116,000.00	\$407.79	\$7,256.89	\$7,932.97	\$100,810.14	13%	\$23,252.43

# Hays County Schedule of Expenses

Through 02/28/23

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$116,000.00	\$0.00	\$116,000.00	\$407.79	\$7,256.89	\$7,932.97	\$100,810.14		\$23,252.43
Fund 055 - Sheriff Fed Discretionary Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	169.65
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$169.65
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$169.65
Fund 064 - Fire Marshal Code Fee Fund									
EXPENSE									
Salaries and Benefits	99,910.00	17,457.00	117,367.00	9,538.99	.00	25,661.29	91,705.71	22	21,903.29
Operating	25,000.00	(19,157.00)	5,843.00	.00	.00	4,800.00	1,043.00	82	.00
Continuing Education	.00	1,700.00	1,700.00	.00	.00	1,000.00	700.00	59	.00
EXPENSE TOTALS	\$124,910.00	\$0.00	\$124,910.00	\$9,538.99	\$0.00	\$31,461.29	\$93,448.71	25%	\$21,903.29
Fund 064 - Fire Marshal Code Fee Fund Totals	\$124,910.00	\$0.00	\$124,910.00	\$9,538.99	\$0.00	\$31,461.29	\$93,448.71		\$21,903.29
Fund 065 - Veteran's Court Program Fund									
EXPENSE									
Operating	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
EXPENSE TOTALS	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%	\$0.00
Fund 065 - Veteran's Court Program Fund Totals	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00		\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
EXPENSE									
Salaries and Benefits	4,326,886.00	(4,065.00)	4,322,821.00	263,175.83	.00	1,293,427.87	3,029,393.13	30	3,302,353.52
Operating	868,760.00	386.00	869,146.00	62,202.13	50,404.36	311,066.92	507,674.72	42	843,642.56

# Hays County Schedule of Expenses

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Travel	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
Continuing Education	6,000.00	.00	6,000.00	589.00	.00	2,376.03	3,623.97	40	2,550.82
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	2,500.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	40,950.00
Capital Assets - Operating	.00	3,679.00	3,679.00	.00	.00	.00	3,679.00	0	2,491.39
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$5,201,896.00</b>	<b>\$0.00</b>	<b>\$5,201,896.00</b>	<b>\$325,966.96</b>	<b>\$50,404.36</b>	<b>\$1,606,870.82</b>	<b>\$3,544,620.82</b>	<b>32%</b>	<b>\$4,194,488.29</b>
Fund <b>070 - Juvenile Detention Center Fund</b> Totals	<b>\$5,201,896.00</b>	<b>\$0.00</b>	<b>\$5,201,896.00</b>	<b>\$325,966.96</b>	<b>\$50,404.36</b>	<b>\$1,606,870.82</b>	<b>\$3,544,620.82</b>		<b>\$4,194,488.29</b>
Fund <b>080 - DA Hot Check Fee Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	25,000.00	.00	25,000.00	6.90	.00	907.64	24,092.36	4	3,015.62
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	2,079.76	7,920.24	21	924.90
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$6.90</b>	<b>\$0.00</b>	<b>\$2,987.40</b>	<b>\$32,012.60</b>	<b>9%</b>	<b>\$3,940.52</b>
Fund <b>080 - DA Hot Check Fee Fund</b> Totals	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$6.90</b>	<b>\$0.00</b>	<b>\$2,987.40</b>	<b>\$32,012.60</b>		<b>\$3,940.52</b>
Fund <b>081 - DA Drug Forfeiture Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	25,758.83
Operating	127,585.00	(11,394.00)	116,191.00	1,998.45	3,675.74	12,089.26	100,426.00	14	3,544.37
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Capital Assets	61,523.00	.00	61,523.00	.00	.00	61,522.50	.50	100	.00
Capital Assets - Operating	16,673.00	11,394.00	28,067.00	.00	2,867.38	10,436.22	14,763.40	47	.00
<b>EXPENSE TOTALS</b>	<b>\$215,781.00</b>	<b>\$0.00</b>	<b>\$215,781.00</b>	<b>\$1,998.45</b>	<b>\$6,543.12</b>	<b>\$84,047.98</b>	<b>\$125,189.90</b>	<b>42%</b>	<b>\$29,303.20</b>
Fund <b>081 - DA Drug Forfeiture Fund</b> Totals	<b>\$215,781.00</b>	<b>\$0.00</b>	<b>\$215,781.00</b>	<b>\$1,998.45</b>	<b>\$6,543.12</b>	<b>\$84,047.98</b>	<b>\$125,189.90</b>		<b>\$29,303.20</b>
Fund <b>084 - Law Library Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	39,727.00	.00	39,727.00	3,229.76	.00	16,927.82	22,799.18	43	39,794.85
Operating	102,776.00	.00	102,776.00	6,527.55	5,160.00	34,844.60	62,771.40	39	108,243.80

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Continuing Education	3,410.00	.00	3,410.00	.00	.00	.00	3,410.00	0	.00
Capital Assets	10,000.00	.00	10,000.00	.00	.00	8,081.78	1,918.22	81	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$155,913.00</b>	<b>\$0.00</b>	<b>\$155,913.00</b>	<b>\$9,757.31</b>	<b>\$5,160.00</b>	<b>\$59,854.20</b>	<b>\$90,898.80</b>	<b>42%</b>	<b>\$148,038.65</b>
Fund <b>084 - Law Library Fund</b> Totals	<b>\$155,913.00</b>	<b>\$0.00</b>	<b>\$155,913.00</b>	<b>\$9,757.31</b>	<b>\$5,160.00</b>	<b>\$59,854.20</b>	<b>\$90,898.80</b>		<b>\$148,038.65</b>
Fund <b>100 - County and District Court Techn</b>									
<b>EXPENSE</b>									
Operating	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund <b>100 - County and District Court Techn</b> Totals	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>		<b>\$0.00</b>
Fund <b>101 - Records Mgmt and Archive Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	915,769.00	18,602.00	934,371.00	61,476.54	.00	363,906.80	570,464.20	39	748,604.25
Operating	875,339.00	(46,680.00)	828,659.00	5,282.91	3,483.10	117,115.60	708,060.30	15	138,425.46
Travel	.00	78.00	78.00	.00	.00	78.00	.00	100	.00
Continuing Education	.00	25,000.00	25,000.00	.00	.00	.00	25,000.00	0	5,034.11
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	51,500.00	.00	51,500.00	.00	.00	30,000.00	21,500.00	58	.00
Capital Assets - Operating	4,354.00	3,000.00	7,354.00	.00	.00	4,154.03	3,199.97	56	10,808.85
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$1,846,962.00</b>	<b>\$0.00</b>	<b>\$1,846,962.00</b>	<b>\$66,759.45</b>	<b>\$3,483.10</b>	<b>\$515,254.43</b>	<b>\$1,328,224.47</b>	<b>28%</b>	<b>\$902,872.67</b>
Fund <b>101 - Records Mgmt and Archive Fund</b> Totals	<b>\$1,846,962.00</b>	<b>\$0.00</b>	<b>\$1,846,962.00</b>	<b>\$66,759.45</b>	<b>\$3,483.10</b>	<b>\$515,254.43</b>	<b>\$1,328,224.47</b>		<b>\$902,872.67</b>
Fund <b>102 - Guardianship Fee Fund</b>									
<b>EXPENSE</b>									
Operating	35,000.00	.00	35,000.00	5,582.50	.00	8,082.50	26,917.50	23	1,200.83
<b>EXPENSE TOTALS</b>	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$5,582.50</b>	<b>\$0.00</b>	<b>\$8,082.50</b>	<b>\$26,917.50</b>	<b>23%</b>	<b>\$1,200.83</b>
Fund <b>102 - Guardianship Fee Fund</b> Totals	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$5,582.50</b>	<b>\$0.00</b>	<b>\$8,082.50</b>	<b>\$26,917.50</b>		<b>\$1,200.83</b>

# Hays County Schedule of Expenses

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 105 - Court Records Preservation</b>									
EXPENSE									
Operating	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	126,060.88
EXPENSE TOTALS	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0%	\$126,060.88
Fund 105 - Court Records Preservation Totals	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00		\$126,060.88
<b>Fund 106 - County Records Preservation Fund</b>									
EXPENSE									
Salaries and Benefits	31,594.00	8,855.00	40,449.00	3,229.66	.00	16,153.66	24,295.34	40	.00
Operating	270,100.00	(8,855.00)	261,245.00	896.25	3,039.00	5,185.40	253,020.60	3	258,624.31
Continuing Education	16,500.00	.00	16,500.00	.00	.00	.00	16,500.00	0	1,259.83
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	9,090.00
Capital Assets - Operating	56,054.00	.00	56,054.00	.00	.00	37,801.33	18,252.67	67	7,588.41
EXPENSE TOTALS	\$374,248.00	\$0.00	\$374,248.00	\$4,125.91	\$3,039.00	\$59,140.39	\$312,068.61	17%	\$276,562.55
Fund 106 - County Records Preservation Fund Totals	\$374,248.00	\$0.00	\$374,248.00	\$4,125.91	\$3,039.00	\$59,140.39	\$312,068.61		\$276,562.55
<b>Fund 107 - Courthouse Security Fund</b>									
EXPENSE									
Salaries and Benefits	163,600.00	.00	163,600.00	13,890.53	.00	73,687.00	89,913.00	45	146,252.96
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$163,600.00	\$0.00	\$163,600.00	\$13,890.53	\$0.00	\$73,687.00	\$89,913.00	45%	\$146,252.96
Fund 107 - Courthouse Security Fund Totals	\$163,600.00	\$0.00	\$163,600.00	\$13,890.53	\$0.00	\$73,687.00	\$89,913.00		\$146,252.96
<b>Fund 108 - Dist Court Records Technology</b>									
EXPENSE									
Operating	20,000.00	(472.00)	19,528.00	.00	.00	.00	19,528.00	0	.00
Capital Assets	47,098.00	472.00	47,570.00	.00	.00	.00	47,570.00	0	.00
Capital Assets - Operating	3,112.00	.00	3,112.00	.00	.00	.00	3,112.00	0	.00
EXPENSE TOTALS	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$0.00	\$0.00	\$70,210.00	0%	\$0.00
Fund 108 - Dist Court Records Technology Totals	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$0.00	\$0.00	\$70,210.00		\$0.00
<b>Fund 110 - Justice Court Bldg Security Fund</b>									
EXPENSE									

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	145,000.00	(27,737.00)	117,263.00	.00	.00	.00	117,263.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	17,944.00	17,944.00	.00	.00	.00	17,944.00	0	.00
Capital Assets	.00	5,300.00	5,300.00	.00	.00	.00	5,300.00	0	.00
Capital Assets - Operating	.00	4,493.00	4,493.00	.00	.00	.00	4,493.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$145,000.00</b>	<b>\$0.00</b>	<b>\$145,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$145,000.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund 110 - Justice Court Bldg Security Fund Totals	\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00		\$0.00
Fund 111 - Court Reporters Service Fund									
<b>EXPENSE</b>									
Operating	91,000.00	.00	91,000.00	23,216.50	.00	91,000.00	.00	100	78,336.64
<b>EXPENSE TOTALS</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>\$91,000.00</b>	<b>\$23,216.50</b>	<b>\$0.00</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$78,336.64</b>
Fund 111 - Court Reporters Service Fund Totals	\$91,000.00	\$0.00	\$91,000.00	\$23,216.50	\$0.00	\$91,000.00	\$0.00		\$78,336.64
Fund 112 - Justice Court Technology Fund									
<b>EXPENSE</b>									
Operating	420,000.00	(19,467.00)	400,533.00	.00	.00	7,734.64	392,798.36	2	12,786.88
Continuing Education	.00	4,250.00	4,250.00	.00	.00	.00	4,250.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	15,217.00	15,217.00	.00	.00	15,183.09	33.91	100	26,743.05
<b>EXPENSE TOTALS</b>	<b>\$420,000.00</b>	<b>\$0.00</b>	<b>\$420,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,917.73</b>	<b>\$397,082.27</b>	<b>5%</b>	<b>\$39,529.93</b>
Fund 112 - Justice Court Technology Fund Totals	\$420,000.00	\$0.00	\$420,000.00	\$0.00	\$0.00	\$22,917.73	\$397,082.27		\$39,529.93
Fund 114 - Civil Courts Building Fund									
<b>EXPENSE</b>									
Capital Outlay	1,188,000.00	.00	1,188,000.00	.00	.00	.00	1,188,000.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$1,188,000.00</b>	<b>\$0.00</b>	<b>\$1,188,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,188,000.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund 114 - Civil Courts Building Fund Totals	\$1,188,000.00	\$0.00	\$1,188,000.00	\$0.00	\$0.00	\$0.00	\$1,188,000.00		\$0.00
Fund 115 - Dispute Resolution Fund									
<b>EXPENSE</b>									
Operating	57,900.00	.00	57,900.00	4,449.01	.00	20,966.17	36,933.83	36	43,265.88
<b>EXPENSE TOTALS</b>	<b>\$57,900.00</b>	<b>\$0.00</b>	<b>\$57,900.00</b>	<b>\$4,449.01</b>	<b>\$0.00</b>	<b>\$20,966.17</b>	<b>\$36,933.83</b>	<b>36%</b>	<b>\$43,265.88</b>
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$4,449.01	\$0.00	\$20,966.17	\$36,933.83		\$43,265.88
Fund 117 - County Child Abuse Prevention									
<b>EXPENSE</b>									
Operating	57,900.00	.00	57,900.00	4,449.01	.00	20,966.17	36,933.83	36	43,265.88
<b>EXPENSE TOTALS</b>	<b>\$57,900.00</b>	<b>\$0.00</b>	<b>\$57,900.00</b>	<b>\$4,449.01</b>	<b>\$0.00</b>	<b>\$20,966.17</b>	<b>\$36,933.83</b>	<b>36%</b>	<b>\$43,265.88</b>
Fund 117 - County Child Abuse Prevention Totals	\$57,900.00	\$0.00	\$57,900.00	\$4,449.01	\$0.00	\$20,966.17	\$36,933.83		\$43,265.88

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>EXPENSE</b>									
Operating	200.00	.00	200.00	.00	.00	251.55	(51.55)	126	109.40
<b>EXPENSE TOTALS</b>	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$251.55	(\$51.55)	126%	\$109.40
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$251.55	(\$51.55)		\$109.40
Fund 118 - School Zone Safety Program Fund									
<b>EXPENSE</b>									
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	2,425.00	.00	2,425.00	.00	.00	2,364.25	60.75	97	.00
<b>EXPENSE TOTALS</b>	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75	97%	\$0.00
Fund 118 - School Zone Safety Program Fund Totals	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75		\$0.00
Fund 119 - Language Access Fee Fund									
<b>EXPENSE</b>									
Operating	21,000.00	.00	21,000.00	.00	.00	.00	21,000.00	0	.00
<b>EXPENSE TOTALS</b>	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0%	\$0.00
Fund 119 - Language Access Fee Fund Totals	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00		\$0.00
Fund 120 - Family Health Services Fund									
<b>EXPENSE</b>									
Salaries and Benefits	1,214,450.00	95,158.00	1,309,608.00	77,755.27	.00	399,705.10	909,902.90	31	840,985.85
Operating	2,815,438.00	(26,259.00)	2,789,179.00	19,449.14	3,110.77	107,726.43	2,678,341.80	4	2,270,312.33
Travel	5,303.00	98.00	5,401.00	37.84	.00	203.84	5,197.16	4	694.79
Continuing Education	12,908.00	980.00	13,888.00	1,818.32	.00	3,970.46	9,917.54	29	5,338.20
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	215,000.00	.00	215,000.00	.00	.00	.00	215,000.00	0	.00
Capital Assets - Operating	10,713.00	8,745.00	19,458.00	.00	.00	.00	19,458.00	0	13,428.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$99,060.57	\$3,110.77	\$511,605.83	\$3,837,817.40	12%	\$3,130,759.80
Fund 120 - Family Health Services Fund Totals	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$99,060.57	\$3,110.77	\$511,605.83	\$3,837,817.40		\$3,130,759.80
Fund 121 - Tobacco Settlement Fund									
<b>EXPENSE</b>									
Operating	110,000.00	.00	110,000.00	.00	.00	16,300.00	93,700.00	15	67,770.74
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00



# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	22,004.00	.00	22,004.00	.00	22,004.00	.00	.00	100	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$332,004.00</b>	<b>\$0.00</b>	<b>\$332,004.00</b>	<b>\$0.00</b>	<b>\$22,004.00</b>	<b>\$16,300.00</b>	<b>\$293,700.00</b>	<b>12%</b>	<b>\$67,770.74</b>
Fund 121 - Tobacco Settlement Fund Totals	\$332,004.00	\$0.00	\$332,004.00	\$0.00	\$22,004.00	\$16,300.00	\$293,700.00		\$67,770.74
Fund 141 - Historical Comm Publication Fund									
<b>EXPENSE</b>									
Operating	141,000.00	.00	141,000.00	.00	.00	.00	141,000.00	0	3,905.47
Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	2,899.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>	<b>0%</b>	<b>\$6,804.47</b>
Fund 141 - Historical Comm Publication Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00		\$6,804.47
Fund 144 - Historical Jail Restoration Fund									
<b>EXPENSE</b>									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	667,683.00	.00	667,683.00	.00	.00	.00	667,683.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$667,683.00</b>	<b>\$0.00</b>	<b>\$667,683.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$667,683.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund 144 - Historical Jail Restoration Fund Totals	\$667,683.00	\$0.00	\$667,683.00	\$0.00	\$0.00	\$0.00	\$667,683.00		\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund									
<b>EXPENSE</b>									
Operating	.00	367,500.00	367,500.00	.00	.00	.00	367,500.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$367,500.00</b>	<b>\$367,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$367,500.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00		\$0.00
Fund 150 - Park Bond 2011 Fund									
<b>EXPENSE</b>									
Operating	108,000.00	.00	108,000.00	.00	.00	.00	108,000.00	0	3,188.24
Capital Outlay	792,000.00	(38,275.00)	753,725.00	.00	.00	.00	753,725.00	0	4,107.60

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	.00	38,275.00	38,275.00	.00	.00	.00	38,275.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00	0%	\$8,245.84
Fund 150 - Park Bond 2011 Fund Totals	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00		\$8,245.84
Fund 151 - Habitat Conservation Plan Fund									
<b>EXPENSE</b>									
Operating	1,750,000.00	.00	1,750,000.00	.00	.00	4,162.50	1,745,837.50	0	24,787.50
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$0.00	\$4,162.50	\$1,745,837.50	0%	\$24,787.50
Fund 151 - Habitat Conservation Plan Fund Totals	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$0.00	\$4,162.50	\$1,745,837.50		\$24,787.50
Fund 152 - HCL Provider Participation Fund									
<b>EXPENSE</b>									
Operating	20,800,000.00	.00	20,800,000.00	9,768,505.42	.00	12,111,149.61	8,688,850.39	58	22,223,068.69
<b>EXPENSE TOTALS</b>	\$20,800,000.00	\$0.00	\$20,800,000.00	\$9,768,505.42	\$0.00	\$12,111,149.61	\$8,688,850.39	58%	\$22,223,068.69
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$9,768,505.42	\$0.00	\$12,111,149.61	\$8,688,850.39		\$22,223,068.69
Fund 153 - CDBG Disaster Recovery Prgm Fund									
<b>EXPENSE</b>									
Operating	.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0	23,147.36
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	226,877.92
<b>EXPENSE TOTALS</b>	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgm Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00		\$250,025.28
Fund 154 - Park Bond 2021 Fund									
<b>EXPENSE</b>									
Operating	22,868,000.00	(2,057,053.00)	20,810,947.00	35,963.50	.00	929,298.07	19,881,648.93	4	1,734,116.58
Capital Outlay	.00	2,057,053.00	2,057,053.00	.00	.00	2,017,376.68	39,676.32	98	17,312,184.07
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$22,868,000.00	\$0.00	\$22,868,000.00	\$35,963.50	\$0.00	\$2,946,674.75	\$19,921,325.25	13%	\$19,046,300.65
Fund 154 - Park Bond 2021 Fund Totals	\$22,868,000.00	\$0.00	\$22,868,000.00	\$35,963.50	\$0.00	\$2,946,674.75	\$19,921,325.25		\$19,046,300.65

# Hays County Schedule of Expenses

Through 02/28/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 155 - TX Water Development Board Fund</b>									
EXPENSE									
Operating	.00	215,000.00	215,000.00	.00	.00	.00	215,000.00	0	.00
EXPENSE TOTALS	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	\$0.00
<b>Fund 155 - TX Water Development Board Fund Totals</b>									
Fund 155 - TX Water Development Board Fund	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00		\$0.00
<b>Fund 156 - Park Bond 2022 Fund</b>									
EXPENSE									
Debt Service	.00	.00	.00	.00	.00	241,203.60	(241,203.60)	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)	+++	\$0.00
<b>Fund 156 - Park Bond 2022 Fund Totals</b>									
Fund 156 - Park Bond 2022 Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)		\$0.00
<b>Fund 161 - La Cima PID 2015 Fund</b>									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	191.69
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	1,561,425.00	.00	1,561,425.00	.00	.00	.00	1,561,425.00	0	1,531,300.00
EXPENSE TOTALS	\$1,561,425.00	\$0.00	\$1,561,425.00	\$0.00	\$0.00	\$0.00	\$1,561,425.00	0%	\$1,531,491.69
<b>Fund 161 - La Cima PID 2015 Fund Totals</b>									
Fund 161 - La Cima PID 2015 Fund	\$1,561,425.00	\$0.00	\$1,561,425.00	\$0.00	\$0.00	\$0.00	\$1,561,425.00		\$1,531,491.69
<b>Fund 162 - La Cima PID Neigh Impr 2020 Fund</b>									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	145,796.00
Debt Service	500,663.00	.00	500,663.00	.00	.00	3,000.00	497,663.00	1	509,912.50
EXPENSE TOTALS	\$500,663.00	\$0.00	\$500,663.00	\$0.00	\$0.00	\$3,000.00	\$497,663.00	1%	\$655,708.50
<b>Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals</b>									
Fund 162 - La Cima PID Neigh Impr 2020 Fund	\$500,663.00	\$0.00	\$500,663.00	\$0.00	\$0.00	\$3,000.00	\$497,663.00		\$655,708.50
<b>Fund 163 - La CIMA PID Neigh Impr 2022 Fund</b>									
EXPENSE									
Operating	.00	.00	.00	959,850.31	.00	17,127,834.07	(17,127,834.07)	+++	.00
Debt Service	.00	.00	.00	.00	.00	1,260,561.00	(1,260,561.00)	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$959,850.31	\$0.00	\$18,388,395.07	(\$18,388,395.07)	+++	\$0.00
<b>Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals</b>									
Fund 163 - La CIMA PID Neigh Impr 2022 Fund	\$0.00	\$0.00	\$0.00	\$959,850.31	\$0.00	\$18,388,395.07	(\$18,388,395.07)		\$0.00
<b>Fund 170 - Infrastructure Imp Fee Fund</b>									
EXPENSE									

# Hays County Schedule of Expenses

Through 02/28/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	200,000.00	.00	200,000.00	861.42	.00	23,295.08	176,704.92	12	76,076.78
Capital Outlay	1,111,753.95	(133,404.00)	978,349.95	.00	.00	.00	978,349.95	0	91,236.79
Capital Assets	.00	133,404.00	133,404.00	.00	24,812.95	.00	108,591.05	19	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$1,311,753.95	\$0.00	\$1,311,753.95	\$861.42	\$24,812.95	\$23,295.08	\$1,263,645.92	4%	\$167,313.57
Fund 170 - Infrastructure Imp Fee Fund Totals	\$1,311,753.95	\$0.00	\$1,311,753.95	\$861.42	\$24,812.95	\$23,295.08	\$1,263,645.92		\$167,313.57
Fund 190 - Interest and Sinking Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	31,597,189.00	.00	31,597,189.00	25,629,118.76	.00	25,629,118.76	5,968,070.24	81	32,762,012.52
EXPENSE TOTALS	\$31,597,189.00	\$0.00	\$31,597,189.00	\$25,629,118.76	\$0.00	\$25,629,118.76	\$5,968,070.24	81%	\$32,762,012.52
Fund 190 - Interest and Sinking Fund Totals	\$31,597,189.00	\$0.00	\$31,597,189.00	\$25,629,118.76	\$0.00	\$25,629,118.76	\$5,968,070.24		\$32,762,012.52
Grand Totals	\$364,452,711.95	\$14,936,746.00	\$379,389,457.95	\$50,012,882.98	\$3,532,549.45	\$135,788,314.72	\$240,068,593.78		\$269,022,240.10



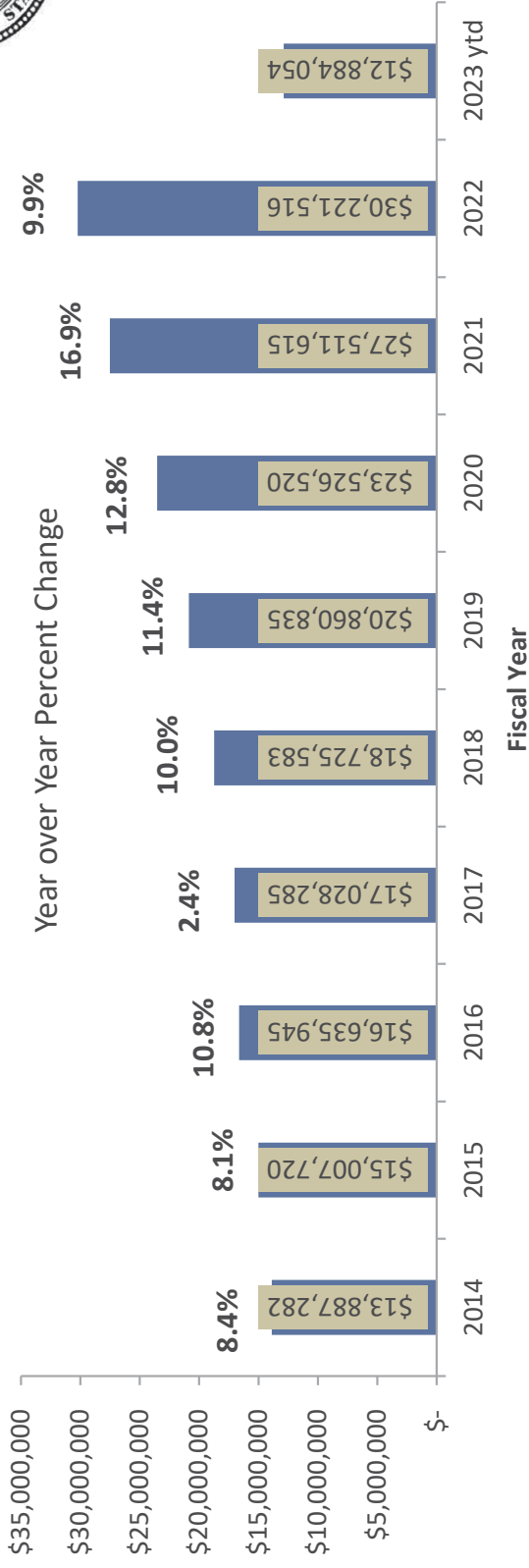
# Hays County

## General Current Maintenance and Operation Property Taxes

### by Fiscal Year



# Net Sales and Use Tax Collections



	NET FY 2017	NET FY2018	NET FY2019	NET FY2020	NET FY2021	NET FY2022	NET FY2023	(Un)favorable Difference from PY	% Increase / Decrease from PY
OCTOBER	\$ 1,417,330	\$ 1,537,238	\$ 1,600,688	\$ 1,905,154	\$ 2,032,031	\$ 2,394,294	\$ 2,567,573	\$ 173,279	8.5%
NOVEMBER	\$ 1,308,063	\$ 1,280,194	\$ 1,753,681	\$ 1,890,059	\$ 2,465,228	\$ 2,575,166	\$ 2,637,372	\$ 62,206	2.5%
DECEMBER	\$ 1,402,739	\$ 1,363,964	\$ 2,100,874	\$ 2,523,399	\$ 2,679,813	\$ 2,891,949	\$ 3,020,716	\$ 128,767	4.8%
JANUARY	\$ 1,797,229	\$ 2,359,501	\$ 1,493,125	\$ 1,869,115	\$ 1,842,981	\$ 2,224,276	\$ 2,362,998	\$ 138,722	7.5%
FEBRUARY	\$ 1,213,919	\$ 1,360,883	\$ 1,488,519	\$ 1,591,721	\$ 1,559,482	\$ 1,934,704	\$ 2,295,395	\$ 360,691	23.1%
MARCH	\$ 1,200,779	\$ 1,258,936	\$ 1,716,718	\$ 1,827,779	\$ 2,554,974	\$ 2,707,480			
APRIL	\$ 1,539,708	\$ 1,774,935	\$ 1,752,479	\$ 1,755,786	\$ 2,283,256	\$ 2,481,553			
MAY	\$ 1,309,394	\$ 1,485,656	\$ 1,682,123	\$ 1,933,268	\$ 2,281,382	\$ 2,495,602			
JUNE	\$ 1,409,348	\$ 1,450,335	\$ 1,818,586	\$ 2,228,388	\$ 2,693,915	\$ 2,726,072			
JULY	\$ 1,556,914	\$ 1,663,239	\$ 1,699,301	\$ 1,957,979	\$ 2,368,263	\$ 2,478,432			
AUGUST	\$ 1,466,745	\$ 1,597,853	\$ 1,807,477	\$ 1,935,899	\$ 2,360,005	\$ 2,729,473			
SEPTEMBER	\$ 1,406,118	\$ 1,592,848	\$ 1,947,263	\$ 2,107,974	\$ 2,390,285	\$ 2,582,515			
FY TOTAL	\$ 17,028,285	\$ 18,725,583	\$ 20,860,835	\$ 23,526,520	\$ 27,511,615	\$ 30,221,516	\$ 12,884,054	\$ 863,664	
% Increase from PY	2.4%	10.0%	11.4%	12.8%	16.9%	9.9%			

Hays County											
STATEMENT OF INDEBTEDNESS											
FYE September 2023											
Debt Issue	Purpose	Issue Date	Maturity Date	Original Amount	Average Interest Rate	Principal Outstanding 10/1/2022	Feb-23 Principal Payments	Principal Outstanding 2/28/2023	FY23 Principal Payment	FY23 Interest Payment	FY23 Total Payments
Limited Tax Refunding Bonds Series 2013	Refunded portions of Series 2003,2004,2005,2006,2009PT	5/21/2013	2/15/2032	26,225,000	3.10%	2,340,000	1,260,000	1,080,000	1,260,000	68,400	1,328,400
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013	Road Improvements Texas Highway System Voter Approved - 11/4/2008	11/15/2013	2/15/2038	25,920,000	4.07%	1,840,000	900,000	940,000	900,000	55,600	955,600
Limited Tax Refunding Bonds Series 2014	Refunded Portions of Series 2005 & 2009	9/15/2014	2/15/2030	9,105,000	2.63%	7,865,000	55,000	7,810,000	55,000	279,725	334,725
Limited Tax Refunding Bonds Series 2015	Refunded Portions of Series 2008,2009,2009,2010	3/15/2015	2/15/2029	42,595,000	2.86%	36,540,000	6,890,000	29,650,000	6,890,000	1,299,994	8,189,994
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015	Road Improvements Texas Highway System Voter Approved - 11/4/2008	4/1/2015	2/15/2035	27,410,000	3.26%	11,870,000	1,075,000	10,795,000	1,075,000	426,725	1,501,725
Special Assessment Revenue Bonds Series 2015	La Cima Public Improvement District Major Public Improvement Project	8/5/2015	9/15/2045	19,200,000	6.94%	17,890,000	-	17,890,000	320,000	1,238,425	1,558,425
Limited Tax Refunding Bonds Series 2016	Refunded Portions of Series 2007,2008,2009(3),201C	2/23/2016	2/15/2035	63,030,000	3.87%	44,645,000	1,270,000	43,375,000	1,270,000	1,654,700	2,924,700
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016	Road Improvements Texas Highway System Voter Approved - 11/4/2008	9/15/2016	2/15/2036	35,065,000	3.40%	28,090,000	1,495,000	26,595,000	1,495,000	997,638	2,492,638
Limited Tax Refunding Bonds Series 2017	Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011	8/16/2017	2/15/2036	64,465,000	4.75%	57,425,000	3,970,000	53,455,000	3,970,000	2,674,563	6,644,563
Limited Tax Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	96,190,000	4.20%	94,340,000	1,690,000	92,650,000	1,690,000	3,967,000	5,657,000
Unlimited Tax Road Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	21,545,000	4.87%	19,920,000	600,000	19,320,000	600,000	958,594	1,558,594
Unlimited Tax Road Bonds Series 2019	Road Improvements Voter Approved - 11/8/2016	8/14/2019	9/30/2044	97,035,000	3.81%	96,430,000	320,000	96,110,000	320,000	3,825,150	4,145,150
Special Assessment Revenue Bonds Series 2020	La Cima Public Improvement District Neighborhood Improvements 1-2	11/12/2020	2/15/2050	9,345,000	3.89%	8,840,000	-	8,840,000	165,000	332,663	497,663
Limited Tax Refunding Bonds Series 2021	Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012	9/21/2020	2/15/2038	52,090,000	1.87%	51,330,000	1,845,000	49,485,000	1,845,000	841,736	2,686,736
Limited Tax Bonds Series 2021	Park Improvements Voter Approved - 11/3/2020	9/21/2020	2/15/2046	43,825,000	3.36%	43,425,000	285,000	43,140,000	285,000	1,587,975	1,872,975
Limited Tax Bonds Series 2022	Park Improvements Voter Approved - 11/3/2020	12/7/2022	2/15/2042	24,060,000	4.51%	24,060,000 <sup>1</sup>	-	24,060,000	-	767,590	767,590
Special Assessment Revenue Bonds Series 2022	La Cima Public Improvement District Neighborhood Improvement Area #3	12/22/2022	9/15/2052	20,800,000	5.61%	20,800,000 <sup>1</sup>	-	20,800,000	880,000	834,654	1,714,654
TOTALS						567,650,000	21,655,000	545,995,000	23,020,000	21,811,131	44,831,131
<sup>1</sup> Subsequent event, issued after 10/1/2022 in December 2002											
Debt serviced from property taxes for FY 2023 is as follows											
*Total debt payments											
1. Debt serviced from Pass Thru Road revenue											
2. Debt paid from La Cima PID											
Debt Payments Less I&S special revenue sources											
3. Debt paid from O65/DP Freeze Ceiling property taxes											
Total debt funded from property taxes											

<sup>1</sup>Subsequent event, Issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows

*Total debt payments	44,831,131
1. Debt serviced from Pass Thru Road revenue	(10,000,000)
2. Debt paid from La Cima PID	(3,770,742)
Debt Payments Less I&S special revenue sources	31,060,389
3. Debt paid from O65/DP Freeze Ceiling property taxes	(1,500,000)
<b>Total debt funded from property taxes</b>	<b>29,560,389</b>





## OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and  
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **March 31, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at [www.hayscountytexas.com](http://www.hayscountytexas.com).

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA

**HAYS COUNTY, TEXAS**  
**Unaudited General Fund Balance Sheet**  
**For the Month Ended**  
**March 31, 2023**

**Assets**

Cash and cash equivalents	\$	111,881,660
Receivables		2,001,704
Prepaid expenses		63,519
Due from other funds		12,887,641
Inventory, at cost		5,080
Total Assets:	\$	<u>126,839,604</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$	5,067,684
Due to other agencies		1,973,296
Due to other funds		17,263,087
Deferred revenues		552,376
Total Liabilities:	\$	<u>24,856,443</u>

Fund Balances:

Restricted for:

Nonspendable	\$	68,599
Committed		2,949,995
Unassigned		98,964,567
Total Fund Balances:	\$	<u>101,983,161</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$	<u>126,839,604</u>

**HAYS COUNTY, TEXAS**  
**Unaudited Road and Bridge Fund Balance Sheet**  
**For the Month Ended**  
**March 31, 2023**

**Assets**

Cash and cash equivalents	\$	15,864,483
Receivables		99,562
Due from other funds		1,244,366
Inventory, at cost		509,137
Total Assets:	\$	<u>17,717,548</u>

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$	824,564
Due to other agencies		70,141
Due to other funds		2,282,659
Deferred revenues		99,562
Total Liabilities:		<u>3,276,926</u>

Fund Balances:

Restricted for:

Restricted-road and bridge	<u>14,440,622</u>
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Total Fund Balances:	<u>14,440,622</u>
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Total Liabilities, Deferred Inflows of Resources, and Fund Balances:

\$ 17,717,548

**HAYS COUNTY, TEXAS**  
**Unaudited Governmental Funds Balance Sheet**  
**For the Month Ended**  
**March 31, 2023**

**Assets**

Cash and cash equivalents	\$ 333,797,965
Receivables	14,985,897
Prepaid expenses	66,069
Due from other funds	20,160,768
Inventory, at cost	514,217
Total Assets:	\$ 369,524,916

**Liabilities, Deferred Inflows of Resources, and Fund Balances**

Liabilities:

Accounts payable	\$ 10,858,595
Due to other agencies	2,732,148
Due to other funds	24,336,525
Deferred revenues	25,770,802
Total Liabilities:	\$ 63,698,070

Fund Balances:

Restricted for:

Nonspendable	\$ 580,286
Committed	2,949,995
Restricted-debt service	27,697,457
Restricted-road and bridge	14,440,622
Restricted-special revenue	17,339,941
Restricted-capital projects	143,854,768
Unassigned	98,963,777
Total Fund Balances:	305,826,846
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	\$ 369,524,916

**HAYS COUNTY**  
**Unaudited Statement of Fund Balances**  
**Fiscal Year to Date 3/31/2023**

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
<b>GENERAL FUND</b>						
001 - General Fund	\$ 111,385,533.25	\$ 4,748,147.41	\$ 17,100,514.92	\$ 99,033,165.74	\$ 92,093,124.59	\$ 62,095,605.74
002 - Election Contract Fund	421,347.19	1,500.09	-	422,847.28	7,311.57	68,404.70
070 - Juvenile Detention Center Fund	433,408.69	1,688,284.57	305,849.85	1,815,843.41	2,668,683.35	1,912,720.67
144 - Historical Jail Restoration Fund	708,781.32	2,523.40	-	711,304.72	13,599.14	-
<b>GENERAL FUND BALANCE</b>	<b>\$ 112,949,070.45</b>	<b>\$ 6,440,455.47</b>	<b>\$ 17,406,364.77</b>	<b>\$ 101,983,161.15</b>	<b>\$ 94,782,718.65</b>	<b>\$ 64,076,731.11</b>
<b>SPECIAL REVENUE FUNDS</b>						
011 - American Rescue Plan Fund	\$ 549,514.24	\$ 363,558.44	\$ 276,382.65	\$ 636,690.03	\$ 12,494,593.30	\$ 11,976,786.40
012 - Local Assistance and TC Fund	255.00	196.77	937.99	(486.22)	451.77	937.99
020 - Road and Bridge General Fund	14,204,247.81	1,591,288.03	1,354,914.03	14,440,621.81	9,754,215.59	5,548,344.06
050 - Sheriff Abandoned Vehicle Fund	33,741.38	120.28	-	33,861.66	633.53	-
051 - Sheriff Bail Bond Fund	68,786.13	825.90	-	69,612.03	1,978.79	-
052 - Sheriff Special Projects Fund	1,009.15	753.72	454.75	1,308.12	1,358.66	454.75
053 - Sheriff Drug Forfeiture Fund	195,054.71	1,099.81	-	196,154.52	30,181.91	7,932.97
055 - Sheriff Fed Discretionary Fund	158,878.41	-	-	158,878.41	34,454.99	-
064 - Fire Marshal Code Fee Fund	118,170.91	513.54	10,029.03	108,655.42	40,590.09	41,490.32
065 - Veteran's Court Program Fund	11,526.54	277.92	-	11,804.46	644.72	-
067 - Constable 2 Drug Forfeiture Fund	335.60	-	-	335.60	-	-
080 - DA Hot Check Fee Fund	38,779.74	109.52	264.32	38,624.94	390.62	3,251.72
081 - DA Drug Forfeiture Fund	196,698.41	266.19	5,913.24	191,051.36	38,303.82	89,961.22
084 - Law Library Fund	80,786.70	12,420.12	8,507.61	84,699.21	61,365.61	68,361.81
100 - County and District Court Tech Fund	30,544.80	767.37	-	31,312.17	3,288.27	-
101 - Records Mgmt and Archive Fund	2,908,279.12	103,484.54	69,273.44	2,942,490.22	528,577.90	584,527.87
102 - Guardianship Fee Fund	48,029.33	2,381.12	7,623.54	42,786.91	11,012.93	15,706.04
105 - Court Records Preservation Fund	160,485.22	10,836.34	-	171,321.56	53,031.60	-
106 - County Records Preservation Fund	108,711.93	4,558.69	5,293.21	107,977.41	21,314.56	64,433.60
107 - Courthouse Security Fund	198,663.57	16,201.82	14,443.01	200,422.38	76,150.52	88,130.01
108 - Dist Court Records Fund	75,370.63	273.46	-	75,644.09	1,678.60	-
109 - Truancy Court Fee Fund	1,824.52	6.51	-	1,831.03	182.38	-
110 - Justice Court Bldg Fund	162,798.41	613.31	-	163,411.72	3,254.60	-
111 - Court Reporters Service Fund	8,891.25	8,957.90	-	17,849.15	44,316.92	91,000.00
112 - Justice Court Technology Fund	433,682.19	3,520.17	2,198.00	435,004.36	15,536.87	25,115.73
115 - Dispute Resolution Fund	46,522.78	7,035.54	4,327.51	49,230.81	31,925.20	25,293.68
116 - Juvenile Delinquency	220.33	0.93	-	221.26	4.26	-
117 - County Child Abuse Prevention	106.77	100.31	-	207.08	213.02	251.55
118 - School Zone Safety Program Fund	-	-	-	-	-	2,364.25
119 - Language Access Fee Fund	20,857.44	2,129.40	-	22,986.84	8,689.75	-

**HAYS COUNTY**  
**Unaudited Statement of Fund Balances**  
**Fiscal Year to Date 3/31/2023**

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
120 - Family Health Services Fund	41,891.37	2,782,901.53	87,874.82	2,736,918.08	3,181,337.05	599,480.65
121 - Tobacco Settlement Fund	208,164.42	700.80	214,716.77	(5,851.55)	3,518.47	231,016.77
141 - Historical Comm Publication Fund	154,600.22	520.15	-	155,120.37	2,807.80	-
152 - HCL Provider Participation Fund	1,938,291.03	1,979.17	103,151.53	1,837,118.67	13,504,840.59	12,214,301.14
<b>SPECIAL REVENUE FUND BALANCE</b>	<b>\$ 22,205,720.06</b>	<b>\$ 4,918,399.30</b>	<b>\$ 2,166,305.45</b>	<b>\$ 24,957,813.91</b>	<b>\$ 39,950,844.69</b>	<b>\$ 31,679,142.53</b>
<b>CAPITAL PROJECT FUNDS</b>						
006 - Public Safety Bond 2017 Fund	\$ 3,551,404.92	\$ 30,471.45	1,685.19	\$ 3,580,191.18	\$ 171,451.89	\$ 11,872.61
022 - Road Bond 2006 Construction Fund	623,661.62	2,438.80	8,857.50	617,242.92	12,258.21	8,857.50
027 - Co Priority Road Bond 2011 Fund	5,191,827.51	21,355.38	18,874.25	5,194,308.64	108,838.32	18,874.25
033 - Pass Thru Road Bond 2016 Fund	40,551.71	1,285.77	46,447.60	(4,610.12)	8,229.63	549,319.98
035 - Road Bond 2019 Fund	53,391,896.13	209,947.01	4,577,085.91	49,024,757.23	1,585,362.08	11,327,158.44
114 - Civil Courts Building Fund	1,185,178.23	11,099.72	-	1,196,277.95	56,121.92	-
146 - ORCA Cedar Oaks Mesa Fund	-	-	-	-	-	-
150 - Park Bond 2011 Fund	517,319.10	1,590.16	-	518,909.26	9,801.06	-
151 - Habitat Conservation Plan Fund	3,032,764.24	10,797.61	-	3,043,561.85	189,120.44	4,162.50
153 - CDBG Disaster Recovery Prgrm Fund	-	-	-	-	-	-
154 - Park Bond 2021 Fund	29,671,516.33	115,052.27	-	29,786,568.60	650,403.61	2,946,674.75
155 - TX Water Development Board Fund	-	-	-	-	-	-
156 - Park Bond 2022 Fund	25,182,474.98	98,615.21	-	25,281,090.19	25,522,293.79	241,203.60
160 - FM 110 TIRZ Fund	16,302,971.47	46,624.55	-	16,349,596.02	2,307,412.96	-
161 - La CIMA PID 2015 Fund	2,873,543.34	1,252,063.69	619,212.50	3,506,394.53	1,298,917.86	619,212.50
162 - La CIMA PID Neigh Impr 2020 Fund	892,383.58	393,076.74	166,331.25	1,119,129.07	403,467.10	169,331.25
163 - La CIMA PID Neigh Impr 2022 Fund	2,444,473.49	1,964,128.86	881,399.70	3,527,202.65	22,796,997.42	19,269,794.77
170 - Infrastructure Imp Fee Fund	1,090,135.78	24,588.64	576.00	1,114,148.42	126,619.08	23,871.08
<b>CAPITAL PROJECT FUNDS BALANCE</b>	<b>\$ 145,992,102.43</b>	<b>\$ 4,183,135.86</b>	<b>\$ 6,320,469.90</b>	<b>\$ 143,854,768.39</b>	<b>\$ 55,247,295.37</b>	<b>\$ 35,190,353.23</b>
<b>DEBT SERVICE FUND</b>						
190 - Interest and Sinking Fund	\$ 30,354,177.21	\$ 2,928,340.34	\$ -	\$ 33,282,517.55	\$ 37,717,321.12	\$ 25,629,118.76
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 311,502,486.75</b>	<b>\$ 18,470,330.97</b>	<b>\$ 25,893,140.12</b>	<b>\$ 304,079,677.60</b>	<b>\$ 227,698,179.83</b>	<b>\$ 156,575,325.63</b>
003 - Medical & Dental Insurance Fund	\$ 18,737,857.97	\$ 65,969.06	\$ 1,495,723.84	\$ 17,308,103.19	\$ 4,150,036.78	\$ 6,601,853.05

# Hays County Schedule of Revenues

Through 03/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 001 - General Fund									
REVENUE									
Property and Sales Tax	105,994,251.00	.00	105,994,251.00	3,040,949.29	.00	83,943,385.74	22,050,865.26	79	99,884,680.05
Intergovernmental Revenues and Grants	5,613,204.00	632,765.00	6,245,969.00	369,369.31	.00	2,610,920.63	3,635,048.37	42	4,756,332.34
Charges for Services	6,320,340.00	.00	6,320,340.00	545,276.16	.00	2,834,278.75	3,486,061.25	45	6,484,420.02
Fines and Forfeitures	1,409,100.00	.00	1,409,100.00	119,666.07	.00	476,886.62	932,213.38	34	1,444,502.54
Other Revenues	1,072,600.00	148,958.00	1,221,558.00	56,426.74	.00	345,881.45	875,676.55	28	1,149,316.15
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	602,000.00	.00	602,000.00	416,459.84	.00	1,681,771.40	(1,079,771.40)	279	467,616.30
Fund Transfers	200,000.00	.00	200,000.00	200,000.00	.00	200,000.00	.00	100	3,322.67
REVENUE TOTALS	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$4,748,147.41	\$0.00	\$92,093,124.59	\$29,900,093.41	75%	\$114,190,190.07
Fund 001 - General Fund Totals	\$121,211,495.00	\$781,723.00	\$121,993,218.00	\$4,748,147.41	\$0.00	\$92,093,124.59	\$29,900,093.41		\$114,190,190.07
Fund 002 - Election Contract Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	150,000.00	.00	150,000.00	.00	.00	(230.68)	150,230.68	0	119,153.39
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,500.09	.00	7,542.25	(7,542.25)	+++	3,862.85
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$1,500.09	\$0.00	\$7,311.57	\$142,688.43	5%	\$123,016.24
Fund 002 - Election Contract Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$1,500.09	\$0.00	\$7,311.57	\$142,688.43		\$123,016.24
Fund 003 - Medical & Dental Insurance Fund									
REVENUE									
Charges for Services	15,372,000.00	.00	15,372,000.00	9,803.53	.00	3,894,868.81	11,477,131.19	25	14,336,467.52
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,379.36
Interest Income	100,000.00	.00	100,000.00	56,165.53	.00	255,167.97	(155,167.97)	255	72,185.49
REVENUE TOTALS	\$15,472,000.00	\$0.00	\$15,472,000.00	\$65,969.06	\$0.00	\$4,150,036.78	\$11,321,963.22	27%	\$14,410,032.37
Fund 003 - Medical & Dental Insurance Fund Totals	\$15,472,000.00	\$0.00	\$15,472,000.00	\$65,969.06	\$0.00	\$4,150,036.78	\$11,321,963.22		\$14,410,032.37
Fund 006 - Public Safety Bond 2017 Fund									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	30,471.45	.00	171,451.89	(171,451.89)	+++	68,575.10
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$30,471.45	\$0.00	\$171,451.89	(\$171,451.89)	+++	\$68,575.10



# Hays County Schedule of Revenues

Through 03/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 006 - Public Safety Bond 2017 Fund Totals	\$0.00	\$0.00	\$0.00	\$30,471.45	\$0.00	\$171,451.89	(\$171,451.89)		\$68,575.10
Fund 011 - American Rescue Plan Fund									
REVENUE									
Intergovernmental Revenues and Grants	12,707,721.00	11,735,407.00	24,443,128.00	276,382.65	.00	11,976,786.40	12,466,341.60	49	11,389,774.34
Interest Income	.00	.00	.00	87,175.79	.00	517,806.90	(517,806.90)	+++	118,457.10
REVENUE TOTALS	\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$363,558.44	\$0.00	\$12,494,593.30	\$11,948,534.70	51%	\$11,508,231.44
Fund 011 - American Rescue Plan Fund Totals	\$12,707,721.00	\$11,735,407.00	\$24,443,128.00	\$363,558.44	\$0.00	\$12,494,593.30	\$11,948,534.70		\$11,508,231.44
Fund 012 - Local Assistance and TC Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0	.00
Interest Income	.00	.00	.00	196.77	.00	451.77	(451.77)	+++	.00
REVENUE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$196.77	\$0.00	\$451.77	\$99,548.23	0%	\$0.00
Fund 012 - Local Assistance and TC Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$196.77	\$0.00	\$451.77	\$99,548.23		\$0.00
Fund 020 - Road and Bridge General Fund									
REVENUE									
Property and Sales Tax	10,235,473.00	.00	10,235,473.00	1,248,651.75	.00	7,769,898.35	2,465,574.65	76	10,223,189.67
Intergovernmental Revenues and Grants	1,013,896.00	500,000.00	1,513,896.00	.00	.00	.00	1,513,896.00	0	104,755.00
Charges for Services	1,855,000.00	.00	1,855,000.00	236,000.00	.00	1,378,167.70	476,832.30	74	2,194,222.75
Fines and Forfeitures	235,000.00	.00	235,000.00	42,079.30	.00	185,421.17	49,578.83	79	348,671.59
Other Revenues	250,000.00	39,555.00	289,555.00	6,350.61	.00	53,479.51	236,075.49	18	300,701.19
Interest Income	150,000.00	.00	150,000.00	58,206.37	.00	367,248.86	(217,248.86)	245	163,897.02
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$1,591,288.03	\$0.00	\$9,754,215.59	\$4,524,708.41	68%	\$13,335,437.22
Fund 020 - Road and Bridge General Fund Totals	\$13,739,369.00	\$539,555.00	\$14,278,924.00	\$1,591,288.03	\$0.00	\$9,754,215.59	\$4,524,708.41		\$13,335,437.22
Fund 022 - Road Bond 2006 Construction Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,438.80	.00	12,258.21	(12,258.21)	+++	4,289.37
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$2,438.80	\$0.00	\$12,258.21	(\$12,258.21)	+++	\$4,289.37
Fund 022 - Road Bond 2006 Construction Fund Totals	\$0.00	\$0.00	\$0.00	\$2,438.80	\$0.00	\$12,258.21	(\$12,258.21)		\$4,289.37
Fund 027 - Co Priority Road Bond 2011 Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	21,355.38	.00	108,838.32	(108,838.32)	+++	40,786.47
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$21,355.38	\$0.00	\$108,838.32	(\$108,838.32)	+++	\$40,786.47
Fund 027 - Co Priority Road Bond 2011 Fund Totals	\$0.00	\$0.00	\$0.00	\$21,355.38	\$0.00	\$108,838.32	(\$108,838.32)		\$40,786.47
Fund 033 - Pass Thru Road Bond 2016 Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,285.77	.00	8,229.63	(8,229.63)	+++	10,282.43
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$1,285.77	\$0.00	\$8,229.63	(\$8,229.63)	+++	\$10,282.43
Fund 033 - Pass Thru Road Bond 2016 Fund Totals	\$0.00	\$0.00	\$0.00	\$1,285.77	\$0.00	\$8,229.63	(\$8,229.63)		\$10,282.43
Fund 035 - Road Bond 2019 Fund									
REVENUE									
Intergovernmental Revenues and Grants	1,230,000.00	309,120.00	1,539,120.00	.00	.00	312,527.40	1,226,592.60	20	1,033,763.31
Other Revenues	.00	29,012.00	29,012.00	.00	.00	.00	29,012.00	0	1,584,618.58
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	209,947.01	.00	1,272,834.68	(1,272,834.68)	+++	519,347.07
REVENUE TOTALS	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$209,947.01	\$0.00	\$1,585,362.08	(\$17,230.08)	101%	\$3,137,728.96
Fund 035 - Road Bond 2019 Fund Totals	\$1,230,000.00	\$338,132.00	\$1,568,132.00	\$209,947.01	\$0.00	\$1,585,362.08	(\$17,230.08)		\$3,137,728.96
Fund 050 - Sheriff Abandoned Vehicle Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	120.28	.00	633.53	(633.53)	+++	231.04
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$120.28	\$0.00	\$633.53	(\$633.53)	+++	\$231.04
Fund 050 - Sheriff Abandoned Vehicle Fund Totals	\$0.00	\$0.00	\$0.00	\$120.28	\$0.00	\$633.53	(\$633.53)		\$231.04
Fund 051 - Sheriff Bail Bond Fund									
REVENUE									
Charges for Services	2,300.00	.00	2,300.00	550.00	.00	550.00	1,750.00	24	3,050.00
Interest Income	.00	.00	.00	275.90	.00	1,428.79	(1,428.79)	+++	503.78
REVENUE TOTALS	\$2,300.00	\$0.00	\$2,300.00	\$825.90	\$0.00	\$1,978.79	\$321.21	86%	\$3,553.78
Fund 051 - Sheriff Bail Bond Fund Totals	\$2,300.00	\$0.00	\$2,300.00	\$825.90	\$0.00	\$1,978.79	\$321.21		\$3,553.78
Fund 052 - Sheriff Special Projects Fund									

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
REVENUE									
Other Revenues	.00	3,350.00	3,350.00	750.00	.00	1,350.00	2,000.00	40	1,250.00
Interest Income	.00	.00	.00	3.72	.00	8.66	(8.66)	+++	6.12
REVENUE TOTALS	\$0.00	\$3,350.00	\$3,350.00	\$753.72	\$0.00	\$1,358.66	\$1,991.34	41%	\$1,256.12
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$753.72	\$0.00	\$1,358.66	\$1,991.34		\$1,256.12
Fund 053 - Sheriff Drug Forfeiture Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	26,670.55	(26,670.55)	+++	40,040.35
Other Revenues	.00	.00	.00	500.00	.00	500.00	(500.00)	+++	1,805.00
Interest Income	.00	.00	.00	599.81	.00	3,011.36	(3,011.36)	+++	1,053.41
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$1,099.81	\$0.00	\$30,181.91	(\$30,181.91)	+++	\$42,898.76
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$1,099.81	\$0.00	\$30,181.91	(\$30,181.91)		\$42,898.76
Fund 055 - Sheriff Fed Discretionary Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	34,454.99	(34,454.99)	+++	68,075.34
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	2,664.75
Interest Income	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,454.99	(\$34,454.99)	+++	\$70,740.09
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,454.99	(\$34,454.99)		\$70,740.09
Fund 064 - Fire Marshal Code Fee Fund									
REVENUE									
Charges for Services	52,000.00	.00	52,000.00	100.00	.00	38,545.75	13,454.25	74	66,105.20
Interest Income	.00	.00	.00	413.54	.00	2,044.34	(2,044.34)	+++	393.46
REVENUE TOTALS	\$52,000.00	\$0.00	\$52,000.00	\$513.54	\$0.00	\$40,590.09	\$11,409.91	78%	\$66,498.66
Fund 064 - Fire Marshal Code Fee Fund Totals	\$52,000.00	\$0.00	\$52,000.00	\$513.54	\$0.00	\$40,590.09	\$11,409.91		\$66,498.66
Fund 065 - Veteran's Court Program Fund									
REVENUE									
Other Revenues	.00	.00	.00	237.00	.00	429.00	(429.00)	+++	1,349.00
Interest Income	.00	.00	.00	40.92	.00	215.72	(215.72)	+++	72.94
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$277.92	\$0.00	\$644.72	(\$644.72)	+++	\$1,421.94
Fund 065 - Veteran's Court Program Fund Totals	\$0.00	\$0.00	\$0.00	\$277.92	\$0.00	\$644.72	(\$644.72)		\$1,421.94

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 067 - Constable 2 Drug Forfeiture Fund									
REVENUE									
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
REVENUE									
Intergovernmental Revenues and Grants	100,000.00	.00	100,000.00	5,827.62	.00	39,914.32	60,085.68	40	76,101.18
Charges for Services	2,533,100.00	.00	2,533,100.00	167,800.00	.00	1,024,207.50	1,508,892.50	40	1,963,313.75
Other Revenues	165,000.00	.00	165,000.00	13,756.00	.00	61,142.16	103,857.84	37	178,795.76
Interest Income	.00	.00	.00	2,104.95	.00	44,623.37	(44,623.37)	+++	791.57
Fund Transfers	1,498,796.00	.00	1,498,796.00	1,498,796.00	.00	1,498,796.00	.00	100	2,723,046.00
REVENUE TOTALS	\$4,296,896.00	\$0.00	\$4,296,896.00	\$1,688,284.57	\$0.00	\$2,668,683.35	\$1,628,212.65	62%	\$4,942,048.26
Fund 070 - Juvenile Detention Center Fund Totals	\$4,296,896.00	\$0.00	\$4,296,896.00	\$1,688,284.57	\$0.00	\$2,668,683.35	\$1,628,212.65		\$4,942,048.26
Fund 080 - DA Hot Check Fee Fund									
REVENUE									
Charges for Services	.00	.00	.00	109.52	.00	390.62	(390.62)	+++	1,949.10
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$109.52	\$0.00	\$390.62	(\$390.62)	+++	\$1,949.10
Fund 080 - DA Hot Check Fee Fund Totals	\$0.00	\$0.00	\$0.00	\$109.52	\$0.00	\$390.62	(\$390.62)		\$1,949.10
Fund 081 - DA Drug Forfeiture Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	36,967.24	(36,967.24)	+++	109,202.92
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	266.19	.00	1,336.58	(1,336.58)	+++	467.24
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$266.19	\$0.00	\$38,303.82	(\$38,303.82)	+++	\$109,670.16
Fund 081 - DA Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$266.19	\$0.00	\$38,303.82	(\$38,303.82)		\$109,670.16
Fund 084 - Law Library Fund									
REVENUE									
Charges for Services	110,000.00	.00	110,000.00	12,016.12	.00	59,309.60	50,690.40	54	113,332.81
Other Revenues	.00	.00	.00	92.45	.00	375.25	(375.25)	+++	426.65
Interest Income	.00	.00	.00	311.55	.00	1,680.86	(1,680.86)	+++	718.76

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$110,000.00	\$0.00	\$110,000.00	\$12,420.12	\$0.00	\$61,365.71	\$48,634.29	56%	\$114,478.22
Fund 084 - Law Library Fund Totals	\$110,000.00	\$0.00	\$110,000.00	\$12,420.12	\$0.00	\$61,365.71	\$48,634.29		\$114,478.22
Fund 100 - County and District Court Techn									
REVENUE									
Charges for Services	4,300.00	.00	4,300.00	658.56	.00	2,732.41	1,567.59	64	5,880.63
Interest Income	.00	.00	.00	108.81	.00	555.86	(555.86)	+++	184.95
REVENUE TOTALS	\$4,300.00	\$0.00	\$4,300.00	\$767.37	\$0.00	\$3,288.27	\$1,011.73	76%	\$6,065.58
Fund 100 - County and District Court Techn Totals	\$4,300.00	\$0.00	\$4,300.00	\$767.37	\$0.00	\$3,288.27	\$1,011.73		\$6,065.58
Fund 101 - Records Mgmt and Archive Fund									
REVENUE									
Charges for Services	1,400,000.00	.00	1,400,000.00	92,717.00	.00	472,159.21	927,840.79	34	1,330,757.10
Interest Income	.00	.00	.00	10,767.54	.00	56,418.69	(56,418.69)	+++	20,644.88
REVENUE TOTALS	\$1,400,000.00	\$0.00	\$1,400,000.00	\$103,484.54	\$0.00	\$528,577.90	\$871,422.10	38%	\$1,351,401.98
Fund 101 - Records Mgmt and Archive Fund Totals	\$1,400,000.00	\$0.00	\$1,400,000.00	\$103,484.54	\$0.00	\$528,577.90	\$871,422.10		\$1,351,401.98
Fund 102 - Guardianship Fee Fund									
REVENUE									
Charges for Services	12,000.00	.00	12,000.00	2,210.00	.00	10,070.00	1,930.00	84	19,264.16
Interest Income	.00	.00	.00	171.12	.00	942.93	(942.93)	+++	304.57
REVENUE TOTALS	\$12,000.00	\$0.00	\$12,000.00	\$2,381.12	\$0.00	\$11,012.93	\$987.07	92%	\$19,568.73
Fund 102 - Guardianship Fee Fund Totals	\$12,000.00	\$0.00	\$12,000.00	\$2,381.12	\$0.00	\$11,012.93	\$987.07		\$19,568.73
Fund 105 - Court Records Preservation									
REVENUE									
Charges for Services	55,000.00	.00	55,000.00	10,265.01	.00	50,377.26	4,622.74	92	79,019.91
Interest Income	.00	.00	.00	571.33	.00	2,654.34	(2,654.34)	+++	716.52
REVENUE TOTALS	\$55,000.00	\$0.00	\$55,000.00	\$10,836.34	\$0.00	\$53,031.60	\$1,968.40	96%	\$79,736.43
Fund 105 - Court Records Preservation Totals	\$55,000.00	\$0.00	\$55,000.00	\$10,836.34	\$0.00	\$53,031.60	\$1,968.40		\$79,736.43
Fund 106 - County Records Preservation Fund									
REVENUE									
Charges for Services	57,000.00	.00	57,000.00	4,137.40	.00	18,001.52	38,998.48	32	49,178.73
Interest Income	.00	.00	.00	421.29	.00	3,313.04	(3,313.04)	+++	2,739.71
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$57,000.00	\$0.00	\$57,000.00	\$4,558.69	\$0.00	\$21,314.56	\$35,685.44	37%	\$51,918.44

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Fund 106 - County Records Preservation Fund Totals	\$57,000.00	\$0.00	\$57,000.00	\$4,558.69	\$0.00	\$21,314.56	\$35,685.44		\$51,918.44
Fund 107 - Courthouse Security Fund									
REVENUE									
Charges for Services	141,400.00	.00	141,400.00	15,419.69	.00	72,208.59	69,191.41	51	166,051.16
Interest Income	.00	.00	.00	782.13	.00	3,941.93	(3,941.93)	+++	1,406.65
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$141,400.00	\$0.00	\$141,400.00	\$16,201.82	\$0.00	\$76,150.52	\$65,249.48	54%	\$167,457.81
Fund 107 - Courthouse Security Fund Totals	\$141,400.00	\$0.00	\$141,400.00	\$16,201.82	\$0.00	\$76,150.52	\$65,249.48		\$167,457.81
Fund 108 - Dist Court Records Technology									
REVENUE									
Charges for Services	6,000.00	.00	6,000.00	5.00	.00	266.11	5,733.89	4	3,809.68
Interest Income	.00	.00	.00	268.46	.00	1,412.49	(1,412.49)	+++	513.05
REVENUE TOTALS	\$6,000.00	\$0.00	\$6,000.00	\$273.46	\$0.00	\$1,678.60	\$4,321.40	28%	\$4,322.73
Fund 108 - Dist Court Records Technology Totals	\$6,000.00	\$0.00	\$6,000.00	\$273.46	\$0.00	\$1,678.60	\$4,321.40		\$4,322.73
Fund 109 - Truancy Court Fee Fund									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	150.00	(150.00)	+++	200.00
Interest Income	.00	.00	.00	6.51	.00	32.38	(32.38)	+++	10.69
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$6.51	\$0.00	\$182.38	(\$182.38)	+++	\$210.69
Fund 109 - Truancy Court Fee Fund Totals	\$0.00	\$0.00	\$0.00	\$6.51	\$0.00	\$182.38	(\$182.38)		\$210.69
Fund 110 - Justice Court Bldg Security Fund									
REVENUE									
Charges for Services	1,150.00	.00	1,150.00	33.61	.00	200.89	949.11	17	1,044.16
Interest Income	.00	.00	.00	579.70	.00	3,053.71	(3,053.71)	+++	1,110.90
REVENUE TOTALS	\$1,150.00	\$0.00	\$1,150.00	\$613.31	\$0.00	\$3,254.60	(\$2,104.60)	283%	\$2,155.06
Fund 110 - Justice Court Bldg Security Fund Totals	\$1,150.00	\$0.00	\$1,150.00	\$613.31	\$0.00	\$3,254.60	(\$2,104.60)		\$2,155.06
Fund 111 - Court Reporters Service Fund									
REVENUE									
Charges for Services	63,000.00	.00	63,000.00	8,924.73	.00	43,514.82	19,485.18	69	76,228.02
Interest Income	.00	.00	.00	33.17	.00	802.10	(802.10)	+++	326.17
REVENUE TOTALS	\$63,000.00	\$0.00	\$63,000.00	\$8,957.90	\$0.00	\$44,316.92	\$18,683.08	70%	\$76,554.19
Fund 111 - Court Reporters Service Fund Totals	\$63,000.00	\$0.00	\$63,000.00	\$8,957.90	\$0.00	\$44,316.92	\$18,683.08		\$76,554.19
Fund 112 - Justice Court Technology Fund									

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
REVENUE										
Charges for Services	25,500.00	.00	25,500.00	1,976.06	.00	7,266.42	18,233.58	28		27,731.04
Interest Income	.00	.00	.00	1,544.11	.00	8,270.45	(8,270.45)	+++		3,065.38
REVENUE TOTALS	\$25,500.00	\$0.00	\$25,500.00	\$3,520.17	\$0.00	\$15,536.87	\$9,963.13	61%		\$30,796.42
Fund 112 - Justice Court Technology Fund Totals	\$25,500.00	\$0.00	\$25,500.00	\$3,520.17	\$0.00	\$15,536.87	\$9,963.13			\$30,796.42
Fund 114 - Civil Courts Building Fund										
REVENUE										
Charges for Services	60,000.00	.00	60,000.00	6,880.00	.00	34,119.12	25,880.88	57		74,304.97
Interest Income	.00	.00	.00	4,219.72	.00	22,002.80	(22,002.80)	+++		7,806.44
REVENUE TOTALS	\$60,000.00	\$0.00	\$60,000.00	\$11,099.72	\$0.00	\$56,121.92	\$3,878.08	94%		\$82,111.41
Fund 114 - Civil Courts Building Fund Totals	\$60,000.00	\$0.00	\$60,000.00	\$11,099.72	\$0.00	\$56,121.92	\$3,878.08			\$82,111.41
Fund 115 - Dispute Resolution Fund										
REVENUE										
Charges for Services	57,900.00	.00	57,900.00	6,870.00	.00	31,123.66	26,776.34	54		62,916.25
Interest Income	.00	.00	.00	165.54	.00	801.54	(801.54)	+++		246.19
REVENUE TOTALS	\$57,900.00	\$0.00	\$57,900.00	\$7,035.54	\$0.00	\$31,925.20	\$25,974.80	55%		\$63,162.44
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$7,035.54	\$0.00	\$31,925.20	\$25,974.80			\$63,162.44
Fund 116 - Juvenile Delinquency Prevention										
REVENUE										
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++		.00
Interest Income	.00	.00	.00	.93	.00	4.26	(4.26)	+++		1.22
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.93	\$0.00	\$4.26	(\$4.26)	+++		\$1.22
Fund 116 - Juvenile Delinquency Prevention Totals	\$0.00	\$0.00	\$0.00	\$0.93	\$0.00	\$4.26	(\$4.26)			\$1.22
Fund 117 - County Child Abuse Prevention										
REVENUE										
Charges for Services	200.00	.00	200.00	100.00	.00	212.09	(12.09)	106		348.86
Interest Income	.00	.00	.00	.31	.00	.93	(.93)	+++		.30
REVENUE TOTALS	\$200.00	\$0.00	\$200.00	\$100.31	\$0.00	\$213.02	(\$13.02)	107%		\$349.16
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$100.31	\$0.00	\$213.02	(\$13.02)			\$349.16
Fund 118 - School Zone Safety Program Fund										
REVENUE										
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++		.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$0.00



# Hays County Schedule of Revenues

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - School Zone Safety Program Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 119 - Language Access Fee Fund									
REVENUE									
Charges for Services	13,800.00	.00	13,800.00	2,055.00	.00	8,364.12	5,435.88	61	14,246.23
Interest Income	.00	.00	.00	74.40	.00	325.63	(325.63)	+++	50.86
REVENUE TOTALS	\$13,800.00	\$0.00	\$13,800.00	\$2,129.40	\$0.00	\$8,689.75	\$5,110.25	63%	\$14,297.09
Fund 119 - Language Access Fee Fund Totals	\$13,800.00	\$0.00	\$13,800.00	\$2,129.40	\$0.00	\$8,689.75	\$5,110.25		\$14,297.09
Fund 120 - Family Health Services Fund									
REVENUE									
Intergovernmental Revenues and Grants	1,502,532.00	78,672.00	1,581,204.00	63,814.68	.00	435,453.32	1,145,750.68	28	647,365.45
Charges for Services	400.00	.00	400.00	50.00	.00	160.00	240.00	40	820.00
Other Revenues	.00	50.00	50.00	.00	.00	.00	50.00	0	2,517.50
Interest Income	.00	.00	.00	156.85	.00	26,843.73	(26,843.73)	+++	8,008.04
Fund Transfers	2,718,880.00	.00	2,718,880.00	2,718,880.00	.00	2,718,880.00	.00	100	2,557,711.00
REVENUE TOTALS	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$2,782,901.53	\$0.00	\$3,181,337.05	\$1,119,196.95	74%	\$3,216,421.99
Fund 120 - Family Health Services Fund Totals	\$4,221,812.00	\$78,722.00	\$4,300,534.00	\$2,782,901.53	\$0.00	\$3,181,337.05	\$1,119,196.95		\$3,216,421.99
Fund 121 - Tobacco Settlement Fund									
REVENUE									
Intergovernmental Revenues and Grants	110,000.00	.00	110,000.00	.00	.00	.00	110,000.00	0	115,587.87
Interest Income	.00	.00	.00	700.80	.00	3,518.47	(3,518.47)	+++	1,230.86
REVENUE TOTALS	\$110,000.00	\$0.00	\$110,000.00	\$700.80	\$0.00	\$3,518.47	\$106,481.53	3%	\$116,818.73
Fund 121 - Tobacco Settlement Fund Totals	\$110,000.00	\$0.00	\$110,000.00	\$700.80	\$0.00	\$3,518.47	\$106,481.53		\$116,818.73
Fund 141 - Historical Comm Publication Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	170.93	(170.93)	+++	571.57
Interest Income	.00	.00	.00	520.15	.00	2,636.87	(2,636.87)	+++	934.77
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$520.15	\$0.00	\$2,807.80	(\$2,807.80)	+++	\$1,506.34
Fund 141 - Historical Comm Publication Fund Totals	\$0.00	\$0.00	\$0.00	\$520.15	\$0.00	\$2,807.80	(\$2,807.80)		\$1,506.34
Fund 144 - Historical Jail Restoration Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00

# Hays County Schedule of Revenues

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Interest Income	.00	.00	.00	2,523.40	.00	13,599.14	(13,599.14)	+++	5,022.61
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$2,523.40	\$0.00	\$13,599.14	(\$13,599.14)	+++	\$5,022.61
Fund 144 - Historical Jail Restoration Fund Totals	\$0.00	\$0.00	\$0.00	\$2,523.40	\$0.00	\$13,599.14	(\$13,599.14)	+++	\$5,022.61
Fund 146 - ORCA Cedar Oaks Mesa Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	350,000.00	350,000.00	.00	.00	.00	350,000.00	0	.00
Other Revenues	.00	17,500.00	17,500.00	.00	.00	.00	17,500.00	0	.00
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00	0%	\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00		\$0.00
Fund 150 - Park Bond 2011 Fund									
REVENUE									
Intergovernmental Revenues and Grants	392,000.00	.00	392,000.00	.00	.00	.00	392,000.00	0	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,590.16	.00	9,801.06	(9,801.06)	+++	4,296.04
REVENUE TOTALS	\$392,000.00	\$0.00	\$392,000.00	\$1,590.16	\$0.00	\$9,801.06	\$382,198.94	3%	\$4,296.04
Fund 150 - Park Bond 2011 Fund Totals	\$392,000.00	\$0.00	\$392,000.00	\$1,590.16	\$0.00	\$9,801.06	\$382,198.94		\$4,296.04
Fund 151 - Habitat Conservation Plan Fund									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	250,000.00	.00	250,000.00	.00	.00	133,750.00	116,250.00	54	1,581,760.00
Interest Income	.00	.00	.00	10,797.61	.00	55,370.44	(55,370.44)	+++	13,364.85
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$250,000.00	\$0.00	\$250,000.00	\$10,797.61	\$0.00	\$189,120.44	\$60,879.56	76%	\$1,595,124.85
Fund 151 - Habitat Conservation Plan Fund Totals	\$250,000.00	\$0.00	\$250,000.00	\$10,797.61	\$0.00	\$189,120.44	\$60,879.56		\$1,595,124.85
Fund 152 - HCL Provider Participation Fund									
REVENUE									
Other Revenues	20,800,000.00	.00	20,800,000.00	.00	.00	13,465,643.03	7,334,356.97	65	16,055,885.00
Interest Income	.00	.00	.00	1,979.17	.00	39,197.56	(39,197.56)	+++	678.86
REVENUE TOTALS	\$20,800,000.00	\$0.00	\$20,800,000.00	\$1,979.17	\$0.00	\$13,504,840.59	\$7,295,159.41	65%	\$16,056,563.86
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$1,979.17	\$0.00	\$13,504,840.59	\$7,295,159.41		\$16,056,563.86
Fund 153 - CDBG Disaster Recovery Prgrm Fund									

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Account Classification	Adopted Budget	Budget		Current Month		YTD		YTD		Budget - YTD		% Used/ Rec'd	Prior Year Total
		Amendments	Amended Budget	Transactions	Encumbrances	Transactions	Encumbrances	Transactions	Encumbrances	Transactions	Encumbrances		
REVENUE													
Intergovernmental Revenues and Grants													
Fund Transfers		.00	100,000.00	.00	.00	.00	.00	.00	.00	100,000.00	0	0	250,025.28
		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	0%	\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgrm Fund Totals		\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00			\$250,025.28
Fund 154 - Park Bond 2021 Fund													
REVENUE													
Intergovernmental Revenues and Grants		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	+++	874,750.00
Debt Proceeds		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income		.00	.00	115,052.27	.00	.00	.00	650,403.61	.00	(650,403.61)	(650,403.61)	+++	299,346.74
REVENUE TOTALS		\$0.00	\$0.00	\$115,052.27	\$0.00	\$0.00	\$0.00	\$650,403.61	\$0.00	(\$650,403.61)	(\$650,403.61)	+++	\$1,174,096.74
Fund 154 - Park Bond 2021 Fund Totals		\$0.00	\$0.00	\$115,052.27	\$0.00	\$0.00	\$0.00	\$650,403.61	\$0.00	(\$650,403.61)	(\$650,403.61)		\$1,174,096.74
Fund 155 - TX Water Development Board Fund													
REVENUE													
Intergovernmental Revenues and Grants		215,000.00	.00	.00	.00	.00	.00	.00	.00	215,000.00	0	0	.00
REVENUE TOTALS		\$215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	0%	\$0.00
Fund 155 - TX Water Development Board Fund Totals		\$215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215,000.00			\$0.00
Fund 156 - Park Bond 2022 Fund													
REVENUE													
Debt Proceeds		.00	.00	.00	.00	.00	.00	25,241,203.60	.00	(25,241,203.60)	(25,241,203.60)	+++	.00
Interest Income		.00	.00	98,615.21	.00	.00	.00	281,090.19	.00	(281,090.19)	(281,090.19)	+++	.00
REVENUE TOTALS		\$0.00	\$0.00	\$98,615.21	\$0.00	\$0.00	\$0.00	\$25,522,293.79	\$0.00	(\$25,522,293.79)	(\$25,522,293.79)	+++	\$0.00
Fund 156 - Park Bond 2022 Fund Totals		\$0.00	\$0.00	\$98,615.21	\$0.00	\$0.00	\$0.00	\$25,522,293.79	\$0.00	(\$25,522,293.79)	(\$25,522,293.79)		\$0.00
Fund 160 - FM 110 TIRZ													
REVENUE													
Property and Sales Tax		3,300,000.00	.00	.00	.00	.00	.00	2,078,307.70	.00	1,221,692.30	1,221,692.30	63	3,761,693.99
Other Revenues		.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income		.00	.00	46,624.55	.00	.00	.00	229,105.26	.00	(229,105.26)	(229,105.26)	+++	49,411.70
REVENUE TOTALS		\$3,300,000.00	\$0.00	\$46,624.55	\$0.00	\$0.00	\$0.00	\$2,307,412.96	\$0.00	\$992,587.04	\$992,587.04	70%	\$3,811,105.69
Fund 160 - FM 110 TIRZ Totals		\$3,300,000.00	\$0.00	\$46,624.55	\$0.00	\$0.00	\$0.00	\$2,307,412.96	\$0.00	\$992,587.04	\$992,587.04		\$3,811,105.69
Fund 161 - La Cima PID 2015 Fund													
REVENUE													
Property and Sales Tax		1,710,000.00	.00	1,234,086.85	.00	.00	.00	1,234,086.85	.00	475,913.15	475,913.15	72	1,709,909.02

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Other Revenues	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	17,976.84	.00	64,831.01	64,831.01	(64,831.01)	+++	7,577.81
REVENUE TOTALS	\$1,710,000.00	\$0.00	\$1,710,000.00	\$1,252,063.69	\$0.00	\$1,298,917.86	\$1,298,917.86	\$411,082.14	76%	\$1,717,486.83
Fund 161 - La Cima PID 2015 Fund Totals	\$1,710,000.00	\$0.00	\$1,710,000.00	\$1,252,063.69	\$0.00	\$1,298,917.86	\$1,298,917.86	\$411,082.14		\$1,717,486.83
Fund 162 - La Cima PID Neigh Impr 2020 Fund										
REVENUE										
Property and Sales Tax	670,000.00	.00	670,000.00	390,470.57	.00	390,470.57	390,470.57	279,529.43	58	645,568.09
Other Revenues	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	2,606.17	.00	12,996.53	12,996.53	(12,996.53)	+++	2,468.74
REVENUE TOTALS	\$670,000.00	\$0.00	\$670,000.00	\$393,076.74	\$0.00	\$403,467.10	\$403,467.10	\$266,532.90	60%	\$648,036.83
Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals	\$670,000.00	\$0.00	\$670,000.00	\$393,076.74	\$0.00	\$403,467.10	\$403,467.10	\$266,532.90		\$648,036.83
Fund 163 - La CIMA PID Neigh Impr 2022 Fund										
REVENUE										
Property and Sales Tax	.00	.00	.00	1,954,535.00	.00	1,954,535.00	1,954,535.00	(1,954,535.00)	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	20,800,000.00	20,800,000.00	(20,800,000.00)	+++	.00
Interest Income	.00	.00	.00	9,593.86	.00	42,462.42	42,462.42	(42,462.42)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$1,964,128.86	\$0.00	\$22,796,997.42	\$22,796,997.42	(\$22,796,997.42)	+++	\$0.00
Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals	\$0.00	\$0.00	\$0.00	\$1,964,128.86	\$0.00	\$22,796,997.42	\$22,796,997.42	(\$22,796,997.42)		\$0.00
Fund 170 - Infrastructure Imp Fee Fund										
REVENUE										
Charges for Services	500,000.00	.00	500,000.00	20,700.00	.00	106,350.00	106,350.00	393,650.00	21	483,850.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	.00	+++	619.00
Interest Income	.00	.00	.00	3,888.64	.00	20,269.08	20,269.08	(20,269.08)	+++	6,517.14
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$500,000.00	\$0.00	\$500,000.00	\$24,588.64	\$0.00	\$126,619.08	\$126,619.08	\$373,380.92	25%	\$490,986.14
Fund 170 - Infrastructure Imp Fee Fund Totals	\$500,000.00	\$0.00	\$500,000.00	\$24,588.64	\$0.00	\$126,619.08	\$126,619.08	\$373,380.92		\$490,986.14
Fund 190 - Interest and Sinking Fund										
REVENUE										
Property and Sales Tax	33,579,817.00	.00	33,579,817.00	292,472.63	.00	32,559,907.35	32,559,907.35	1,019,909.65	97	35,389,078.03
Other Revenues	10,000,000.00	.00	10,000,000.00	2,539,559.00	.00	4,736,892.00	4,736,892.00	5,263,108.00	47	10,659,809.01
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account Classification	Adopted Budget	Budget Amendments	Budget	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Interest Income	80,000.00	.00	.00	80,000.00	96,308.71	.00	420,521.77	(340,521.77)	526	76,459.84
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$43,659,817.00	\$0.00	\$0.00	\$43,659,817.00	\$2,928,340.34	\$0.00	\$37,717,321.12	\$5,942,495.88	86%	\$46,125,346.88
Fund 190 - Interest and Sinking Fund Totals	\$43,659,817.00	\$0.00	\$0.00	\$43,659,817.00	\$2,928,340.34	\$0.00	\$37,717,321.12	\$5,942,495.88		\$46,125,346.88
Grand Totals	\$246,697,660.00	\$14,044,389.00	\$260,742,049.00	\$260,742,049.00	\$18,536,300.03	\$0.00	\$231,848,216.71	\$28,893,832.29		\$239,346,263.99

# Hays County Schedule of Expenses

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 001 - General Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	81,859,115.00	(87,489.00)	81,771,626.00	6,037,160.89	.00	35,870,929.58	45,900,696.42	44	67,027,493.34
Operating	33,586,764.00	1,179,708.00	34,766,472.00	3,213,157.85	621,858.46	16,869,264.72	17,275,348.82	50	34,272,881.46
Travel	16,000.00	8,554.00	24,554.00	1,212.25	.00	2,834.57	21,719.43	12	17,246.51
Continuing Education	335,876.00	29,400.00	365,276.00	27,242.87	55,366.09	118,961.13	190,948.78	48	242,125.73
Capital Outlay	13,335,500.00	(280,150.00)	13,055,350.00	3,582,937.24	56,158.80	3,989,217.51	9,009,973.69	31	1,152,480.57
Capital Assets	2,066,252.00	249,862.00	2,316,114.00	5,642.90	874,554.91	425,389.53	1,016,169.56	56	1,218,315.22
Capital Assets - Operating	590,243.00	259,195.00	849,438.00	15,484.92	210,250.88	164,996.35	474,190.77	44	513,219.07
Depreciation and Amortization	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	461,337.00	.00	461,337.00	.00	.00	436,336.35	25,000.65	95	436,692.90
Interfund Transfers	4,217,676.00	.00	4,217,676.00	4,217,676.00	.00	4,217,676.00	.00	100	5,280,757.00
<b>EXPENSE TOTALS</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$17,100,514.92</b>	<b>\$1,818,189.14</b>	<b>\$62,095,605.74</b>	<b>\$73,914,048.12</b>	<b>46%</b>	<b>\$110,161,211.80</b>
<b>Fund 001 - General Fund Totals</b>	<b>\$136,468,763.00</b>	<b>\$1,359,080.00</b>	<b>\$137,827,843.00</b>	<b>\$17,100,514.92</b>	<b>\$1,818,189.14</b>	<b>\$62,095,605.74</b>	<b>\$73,914,048.12</b>	<b>46%</b>	<b>\$110,161,211.80</b>
<b>Fund 002 - Election Contract Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	449,799.00	.00	449,799.00	.00	9,276.64	68,404.70	372,117.66	17	132,358.68
Continuing Education	2,500.00	.00	2,500.00	.00	250.00	.00	2,250.00	10	2,025.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	6,608.97
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	29,168.49
<b>EXPENSE TOTALS</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$9,526.64</b>	<b>\$68,404.70</b>	<b>\$374,367.66</b>	<b>17%</b>	<b>\$170,161.14</b>
<b>Fund 002 - Election Contract Fund Totals</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$452,299.00</b>	<b>\$0.00</b>	<b>\$9,526.64</b>	<b>\$68,404.70</b>	<b>\$374,367.66</b>		<b>\$170,161.14</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund</b>									
<b>EXPENSE</b>									
Operating	16,500,000.00	.00	16,500,000.00	1,495,723.84	.00	6,601,853.05	9,898,146.95	40	12,833,152.60
<b>EXPENSE TOTALS</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,495,723.84</b>	<b>\$0.00</b>	<b>\$6,601,853.05</b>	<b>\$9,898,146.95</b>	<b>40%</b>	<b>\$12,833,152.60</b>
<b>Fund 003 - Medical &amp; Dental Insurance Fund Totals</b>	<b>\$16,500,000.00</b>	<b>\$0.00</b>	<b>\$16,500,000.00</b>	<b>\$1,495,723.84</b>	<b>\$0.00</b>	<b>\$6,601,853.05</b>	<b>\$9,898,146.95</b>		<b>\$12,833,152.60</b>
<b>Fund 006 - Public Safety Bond 2017 Fund</b>									
<b>EXPENSE</b>									
Operating	1,292.00	.00	1,292.00	.00	1,291.82	.00	.18	100	2,695.00

# Hays County Schedule of Expenses

Through 03/31/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Outlay	4,314,491.00	.00	4,314,491.00	1,685.19	158,754.52	11,872.61	4,143,863.87	4	2,092,329.35
Capital Assets	.00	.00	.00	.00	(10.00)	.00	10.00	+++	93,609.05
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	20,700.46
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$4,315,783.00</b>	<b>\$0.00</b>	<b>\$4,315,783.00</b>	<b>\$1,685.19</b>	<b>\$160,036.34</b>	<b>\$11,872.61</b>	<b>\$4,143,874.05</b>	<b>4%</b>	<b>\$2,209,333.86</b>
Fund <b>006 - Public Safety Bond 2017 Fund Totals</b>	<b>\$4,315,783.00</b>	<b>\$0.00</b>	<b>\$4,315,783.00</b>	<b>\$1,685.19</b>	<b>\$160,036.34</b>	<b>\$11,872.61</b>	<b>\$4,143,874.05</b>		<b>\$2,209,333.86</b>
Fund <b>011 - American Rescue Plan Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	884,819.00	236,319.00	1,121,138.00	70,952.12	.00	287,145.34	833,992.66	26	105,432.61
Operating	11,593,928.00	10,153,981.00	21,747,909.00	195,534.58	2,964.13	9,282,620.30	12,462,324.57	43	2,688,749.55
Continuing Education	5,000.00	1,711.00	6,711.00	.00	.00	.00	6,711.00	0	.00
Capital Outlay	.00	1,009,107.00	1,009,107.00	.00	.00	12,000.00	997,107.00	1	5,600,462.46
Capital Assets	2,775,371.00	315,322.00	3,090,693.00	.00	507,776.01	2,373,000.00	209,916.99	93	2,990,480.35
Capital Assets - Operating	117,603.00	18,967.00	136,570.00	9,895.95	83,912.81	22,020.76	30,636.43	78	4,649.37
<b>EXPENSE TOTALS</b>	<b>\$15,376,721.00</b>	<b>\$11,735,407.00</b>	<b>\$27,112,128.00</b>	<b>\$276,382.65</b>	<b>\$594,652.95</b>	<b>\$11,976,786.40</b>	<b>\$14,540,688.65</b>	<b>46%</b>	<b>\$11,389,774.34</b>
Fund <b>011 - American Rescue Plan Fund Totals</b>	<b>\$15,376,721.00</b>	<b>\$11,735,407.00</b>	<b>\$27,112,128.00</b>	<b>\$276,382.65</b>	<b>\$594,652.95</b>	<b>\$11,976,786.40</b>	<b>\$14,540,688.65</b>		<b>\$11,389,774.34</b>
Fund <b>012 - Local Assistance and TC Fund</b>									
<b>EXPENSE</b>									
Operating	.00	90,400.00	90,400.00	853.99	.00	853.99	89,546.01	1	.00
Travel	.00	3,000.00	3,000.00	84.00	.00	84.00	2,916.00	3	.00
Continuing Education	.00	3,000.00	3,000.00	.00	.00	.00	3,000.00	0	.00
Capital Assets - Operating	.00	3,600.00	3,600.00	.00	.00	.00	3,600.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$937.99</b>	<b>\$0.00</b>	<b>\$937.99</b>	<b>\$99,062.01</b>	<b>1%</b>	<b>\$0.00</b>
Fund <b>012 - Local Assistance and TC Fund Totals</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$937.99</b>	<b>\$0.00</b>	<b>\$937.99</b>	<b>\$99,062.01</b>		<b>\$0.00</b>
Fund <b>020 - Road and Bridge General Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	7,287,410.00	.00	7,287,410.00	459,954.98	.00	2,543,108.72	4,744,301.28	35	4,967,200.45
Operating	16,279,111.00	419,698.00	16,698,809.00	563,505.78	318,733.00	2,175,993.57	14,204,082.43	15	6,944,790.23
Travel	1,000.00	.00	1,000.00	.00	.00	2.59	997.41	0	495.57
Continuing Education	19,400.00	.00	19,400.00	.00	800.00	346.10	18,253.90	6	2,729.54
Capital Outlay	3,607,415.00	22,506.00	3,629,921.00	325,413.27	.00	757,580.94	2,872,340.06	21	2,951,740.21



# Hays County Schedule of Expenses

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	503,672.00	51,523.00	555,195.00	.00	531,390.00	15,031.00	8,774.00	98	362,863.77
Capital Assets - Operating	75,063.00	45,828.00	120,891.00	6,040.00	45,867.94	56,281.14	18,741.92	84	31,724.98
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$1,354,914.03	\$896,790.94	\$5,548,344.06	\$21,867,491.00	23%	\$15,261,544.75
Fund 020 - Road and Bridge General Fund Totals	\$27,773,071.00	\$539,555.00	\$28,312,626.00	\$1,354,914.03	\$896,790.94	\$5,548,344.06	\$21,867,491.00		\$15,261,544.75
Fund 022 - Road Bond 2006 Construction Fund									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	.00	611,000.00	611,000.00	8,857.50	.00	8,857.50	602,142.50	1	.00
Capital Outlay	611,000.00	(611,000.00)	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$611,000.00	\$0.00	\$611,000.00	\$8,857.50	\$0.00	\$8,857.50	\$602,142.50	1%	\$0.00
Fund 022 - Road Bond 2006 Construction Fund Totals	\$611,000.00	\$0.00	\$611,000.00	\$8,857.50	\$0.00	\$8,857.50	\$602,142.50		\$0.00
Fund 027 - Co Priority Road Bond 2011 Fund									
<b>EXPENSE</b>									
Operating	4,964,000.00	.00	4,964,000.00	18,874.25	.00	18,874.25	4,945,125.75	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
<b>EXPENSE TOTALS</b>	\$4,964,000.00	\$0.00	\$4,964,000.00	\$18,874.25	\$0.00	\$18,874.25	\$4,945,125.75	0%	\$950.00
Fund 027 - Co Priority Road Bond 2011 Fund Totals	\$4,964,000.00	\$0.00	\$4,964,000.00	\$18,874.25	\$0.00	\$18,874.25	\$4,945,125.75		\$950.00
Fund 033 - Pass Thru Road Bond 2016 Fund									
<b>EXPENSE</b>									
Operating	2,300,000.00	100,000.00	2,400,000.00	46,447.60	.00	549,319.98	1,850,680.02	23	7,780,460.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
<b>EXPENSE TOTALS</b>	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$46,447.60	\$0.00	\$549,319.98	\$1,850,680.02	23%	\$7,781,410.63
Fund 033 - Pass Thru Road Bond 2016 Fund Totals	\$2,300,000.00	\$100,000.00	\$2,400,000.00	\$46,447.60	\$0.00	\$549,319.98	\$1,850,680.02		\$7,781,410.63
Fund 035 - Road Bond 2019 Fund									
<b>EXPENSE</b>									
Operating	34,176,000.00	(616,344.00)	33,559,656.00	3,958,605.95	.00	6,977,367.80	26,582,288.20	21	17,933,172.13
Capital Outlay	24,345,000.00	954,476.00	25,299,476.00	618,479.96	.00	4,349,790.64	20,949,685.36	17	5,371,030.22
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00

# Hays County Schedule of Expenses

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Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>EXPENSE TOTALS</b>									
Fund 035 - Road Bond 2019 Fund Totals	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$4,577,085.91	\$0.00	\$11,327,158.44	\$47,531,973.56	19%	\$23,304,202.35
Fund 050 - Sheriff Abandoned Vehicle Fund	\$58,521,000.00	\$338,132.00	\$58,859,132.00	\$4,577,085.91	\$0.00	\$11,327,158.44	\$47,531,973.56		\$23,304,202.35
<b>EXPENSE</b>									
Operating	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
<b>EXPENSE TOTALS</b>	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0%	\$0.00
Fund 050 - Sheriff Abandoned Vehicle Fund Totals	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00		\$0.00
Fund 051 - Sheriff Bail Bond Fund									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0%	\$0.00
Fund 051 - Sheriff Bail Bond Fund Totals	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00		\$0.00
Fund 052 - Sheriff Special Projects Fund									
<b>EXPENSE</b>									
Operating	.00	3,350.00	3,350.00	454.75	.00	454.75	2,895.25	14	921.61
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$0.00	\$3,350.00	\$3,350.00	\$454.75	\$0.00	\$454.75	\$2,895.25	14%	\$921.61
Fund 052 - Sheriff Special Projects Fund Totals	\$0.00	\$3,350.00	\$3,350.00	\$454.75	\$0.00	\$454.75	\$2,895.25		\$921.61
Fund 053 - Sheriff Drug Forfeiture Fund									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	111,000.00	(45,290.00)	65,710.00	.00	.00	1,703.67	64,006.33	3	10,301.63
Travel	.00	12,543.00	12,543.00	.00	.00	.00	12,543.00	0	.00
Continuing Education	5,000.00	(5,000.00)	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	7,258.00	7,258.00	.00	7,256.89	.00	1.11	100	.00
Capital Assets - Operating	.00	30,489.00	30,489.00	.00	.00	6,229.30	24,259.70	20	12,950.80
<b>EXPENSE TOTALS</b>	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$7,256.89	\$7,932.97	\$100,810.14	13%	\$23,252.43

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 053 - Sheriff Drug Forfeiture Fund Totals	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$7,256.89	\$7,932.97	\$100,810.14		\$23,252.43
Fund 055 - Sheriff Fed Discretionary Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	169.65
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$169.65
Fund 055 - Sheriff Fed Discretionary Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$169.65
Fund 064 - Fire Marshal Code Fee Fund									
EXPENSE									
Salaries and Benefits	99,910.00	17,457.00	117,367.00	9,929.03	.00	35,590.32	81,776.68	30	21,903.29
Operating	25,000.00	(19,157.00)	5,843.00	.00	.00	4,800.00	1,043.00	82	.00
Continuing Education	.00	1,700.00	1,700.00	100.00	600.00	1,100.00	.00	100	.00
EXPENSE TOTALS	\$124,910.00	\$0.00	\$124,910.00	\$10,029.03	\$600.00	\$41,490.32	\$82,819.68	34%	\$21,903.29
Fund 064 - Fire Marshal Code Fee Fund Totals	\$124,910.00	\$0.00	\$124,910.00	\$10,029.03	\$600.00	\$41,490.32	\$82,819.68		\$21,903.29
Fund 065 - Veteran's Court Program Fund									
EXPENSE									
Operating	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
EXPENSE TOTALS	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%	\$0.00
Fund 065 - Veteran's Court Program Fund Totals	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00		\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 067 - Constable 2 Drug Forfeiture Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 070 - Juvenile Detention Center Fund									
EXPENSE									
Salaries and Benefits	4,326,886.00	(4,065.00)	4,322,821.00	269,096.80	.00	1,562,524.67	2,760,296.33	36	3,302,353.52
Operating	868,760.00	386.00	869,146.00	35,605.47	46,627.19	346,672.39	475,846.42	45	843,642.56

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Travel	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
Continuing Education	6,000.00	.00	6,000.00	1,147.58	.00	3,523.61	2,476.39	59	2,550.82
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	2,500.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	40,950.00
Capital Assets - Operating	.00	3,679.00	3,679.00	.00	.00	.00	3,679.00	0	2,491.39
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$5,201,896.00</b>	<b>\$0.00</b>	<b>\$5,201,896.00</b>	<b>\$305,849.85</b>	<b>\$46,627.19</b>	<b>\$1,912,720.67</b>	<b>\$3,242,548.14</b>	<b>38%</b>	<b>\$4,194,488.29</b>
Fund <b>070 - Juvenile Detention Center Fund</b> Totals	<b>\$5,201,896.00</b>	<b>\$0.00</b>	<b>\$5,201,896.00</b>	<b>\$305,849.85</b>	<b>\$46,627.19</b>	<b>\$1,912,720.67</b>	<b>\$3,242,548.14</b>		<b>\$4,194,488.29</b>
Fund <b>080 - DA Hot Check Fee Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	25,000.00	.00	25,000.00	264.32	.00	1,171.96	23,828.04	5	3,015.62
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	2,079.76	7,920.24	21	924.90
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$264.32</b>	<b>\$0.00</b>	<b>\$3,251.72</b>	<b>\$31,748.28</b>	<b>9%</b>	<b>\$3,940.52</b>
Fund <b>080 - DA Hot Check Fee Fund</b> Totals	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>	<b>\$264.32</b>	<b>\$0.00</b>	<b>\$3,251.72</b>	<b>\$31,748.28</b>		<b>\$3,940.52</b>
Fund <b>081 - DA Drug Forfeiture Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	25,758.83
Operating	127,585.00	(11,394.00)	116,191.00	1,914.22	7,337.01	14,003.48	94,850.51	18	3,544.37
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	10,000.00	.00	10,000.00	1,365.96	.00	1,365.96	8,634.04	14	.00
Capital Assets	61,523.00	.00	61,523.00	.00	.00	61,522.50	.50	100	.00
Capital Assets - Operating	16,673.00	11,394.00	28,067.00	2,633.06	1,563.06	13,069.28	13,434.66	52	.00
<b>EXPENSE TOTALS</b>	<b>\$215,781.00</b>	<b>\$0.00</b>	<b>\$215,781.00</b>	<b>\$5,913.24</b>	<b>\$8,900.07</b>	<b>\$89,961.22</b>	<b>\$116,919.71</b>	<b>46%</b>	<b>\$29,303.20</b>
Fund <b>081 - DA Drug Forfeiture Fund</b> Totals	<b>\$215,781.00</b>	<b>\$0.00</b>	<b>\$215,781.00</b>	<b>\$5,913.24</b>	<b>\$8,900.07</b>	<b>\$89,961.22</b>	<b>\$116,919.71</b>		<b>\$29,303.20</b>
Fund <b>084 - Law Library Fund</b>									
<b>EXPENSE</b>									
Salaries and Benefits	39,727.00	.00	39,727.00	3,229.76	.00	20,157.58	19,569.42	51	39,794.85
Operating	102,776.00	.00	102,776.00	5,277.85	4,428.00	40,122.45	58,225.55	43	108,243.80

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Continuing Education	3,410.00	.00	3,410.00	.00	.00	.00	3,410.00	0	.00
Capital Assets	10,000.00	.00	10,000.00	.00	.00	8,081.78	1,918.22	81	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$155,913.00	\$0.00	\$155,913.00	\$8,507.61	\$4,428.00	\$68,361.81	\$83,123.19	47%	\$148,038.65
Fund 084 - Law Library Fund Totals	\$155,913.00	\$0.00	\$155,913.00	\$8,507.61	\$4,428.00	\$68,361.81	\$83,123.19		\$148,038.65
Fund 100 - County and District Court Techn									
EXPENSE									
Operating	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0%	\$0.00
Fund 100 - County and District Court Techn Totals	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00		\$0.00
Fund 101 - Records Mgmt and Archive Fund									
EXPENSE									
Salaries and Benefits	915,769.00	18,602.00	934,371.00	64,725.64	.00	428,632.44	505,738.56	46	748,604.25
Operating	875,339.00	(46,680.00)	828,659.00	4,547.80	1,618.10	121,663.40	705,377.50	15	138,425.46
Travel	.00	78.00	78.00	.00	.00	78.00	.00	100	.00
Continuing Education	.00	25,000.00	25,000.00	.00	17,183.00	.00	7,817.00	69	5,034.11
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	51,500.00	.00	51,500.00	.00	.00	30,000.00	21,500.00	58	.00
Capital Assets - Operating	4,354.00	3,000.00	7,354.00	.00	.00	4,154.03	3,199.97	56	10,808.85
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$1,846,962.00	\$0.00	\$1,846,962.00	\$69,273.44	\$18,801.10	\$584,527.87	\$1,243,633.03	33%	\$902,872.67
Fund 101 - Records Mgmt and Archive Fund Totals	\$1,846,962.00	\$0.00	\$1,846,962.00	\$69,273.44	\$18,801.10	\$584,527.87	\$1,243,633.03		\$902,872.67
Fund 102 - Guardianship Fee Fund									
EXPENSE									
Operating	35,000.00	.00	35,000.00	7,623.54	.00	15,706.04	19,293.96	45	1,200.83
EXPENSE TOTALS	\$35,000.00	\$0.00	\$35,000.00	\$7,623.54	\$0.00	\$15,706.04	\$19,293.96	45%	\$1,200.83
Fund 102 - Guardianship Fee Fund Totals	\$35,000.00	\$0.00	\$35,000.00	\$7,623.54	\$0.00	\$15,706.04	\$19,293.96		\$1,200.83

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 105 - Court Records Preservation									
EXPENSE									
Operating	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	126,060.88
EXPENSE TOTALS	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0%	\$126,060.88
Fund 105 - Court Records Preservation Totals	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00		\$126,060.88
Fund 106 - County Records Preservation Fund									
EXPENSE									
Salaries and Benefits	31,594.00	8,855.00	40,449.00	3,229.67	.00	19,383.33	21,065.67	48	.00
Operating	270,100.00	(8,855.00)	261,245.00	2,063.54	1,889.00	7,248.94	252,107.06	3	258,624.31
Continuing Education	16,500.00	.00	16,500.00	.00	.00	.00	16,500.00	0	1,259.83
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	9,090.00
Capital Assets - Operating	56,054.00	.00	56,054.00	.00	.00	37,801.33	18,252.67	67	7,588.41
EXPENSE TOTALS	\$374,248.00	\$0.00	\$374,248.00	\$5,293.21	\$1,889.00	\$64,433.60	\$307,925.40	18%	\$276,562.55
Fund 106 - County Records Preservation Fund Totals	\$374,248.00	\$0.00	\$374,248.00	\$5,293.21	\$1,889.00	\$64,433.60	\$307,925.40		\$276,562.55
Fund 107 - Courthouse Security Fund									
EXPENSE									
Salaries and Benefits	163,600.00	.00	163,600.00	14,443.01	.00	88,130.01	75,469.99	54	146,252.96
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$163,600.00	\$0.00	\$163,600.00	\$14,443.01	\$0.00	\$88,130.01	\$75,469.99	54%	\$146,252.96
Fund 107 - Courthouse Security Fund Totals	\$163,600.00	\$0.00	\$163,600.00	\$14,443.01	\$0.00	\$88,130.01	\$75,469.99		\$146,252.96
Fund 108 - Dist Court Records Technology									
EXPENSE									
Operating	20,000.00	(472.00)	19,528.00	.00	.00	.00	19,528.00	0	.00
Capital Assets	47,098.00	472.00	47,570.00	.00	47,098.00	.00	472.00	99	.00
Capital Assets - Operating	3,112.00	.00	3,112.00	.00	3,112.00	.00	.00	100	.00
EXPENSE TOTALS	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$50,210.00	\$0.00	\$20,000.00	72%	\$0.00
Fund 108 - Dist Court Records Technology Totals	\$70,210.00	\$0.00	\$70,210.00	\$0.00	\$50,210.00	\$0.00	\$20,000.00		\$0.00
Fund 110 - Justice Court Bldg Security Fund									
EXPENSE									

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Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	145,000.00	(27,737.00)	117,263.00	.00	.00	.00	117,263.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	17,944.00	17,944.00	.00	.00	.00	17,944.00	0	.00
Capital Assets	.00	5,300.00	5,300.00	.00	5,243.62	.00	56.38	99	.00
Capital Assets - Operating	.00	4,493.00	4,493.00	.00	1,595.00	.00	2,898.00	35	.00
<b>EXPENSE TOTALS</b>	<b>\$145,000.00</b>	<b>\$0.00</b>	<b>\$145,000.00</b>	<b>\$0.00</b>	<b>\$6,838.62</b>	<b>\$0.00</b>	<b>\$138,161.38</b>	<b>5%</b>	<b>\$0.00</b>
Fund 110 - Justice Court Bldg Security Fund Totals	\$145,000.00	\$0.00	\$145,000.00	\$0.00	\$6,838.62	\$0.00	\$138,161.38		\$0.00
Fund 111 - Court Reporters Service Fund									
<b>EXPENSE</b>									
Operating	91,000.00	.00	91,000.00	.00	.00	.00	.00	100	78,336.64
<b>EXPENSE TOTALS</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$78,336.64</b>
Fund 111 - Court Reporters Service Fund Totals	\$91,000.00	\$0.00	\$91,000.00	\$0.00	\$0.00	\$91,000.00	\$0.00		\$78,336.64
Fund 112 - Justice Court Technology Fund									
<b>EXPENSE</b>									
Operating	420,000.00	(19,467.00)	400,533.00	.00	33.00	7,734.64	392,765.36	2	12,786.88
Continuing Education	.00	4,250.00	4,250.00	2,198.00	.00	2,198.00	2,052.00	52	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	15,217.00	15,217.00	.00	.00	15,183.09	33.91	100	26,743.05
<b>EXPENSE TOTALS</b>	<b>\$420,000.00</b>	<b>\$0.00</b>	<b>\$420,000.00</b>	<b>\$2,198.00</b>	<b>\$33.00</b>	<b>\$25,115.73</b>	<b>\$394,851.27</b>	<b>6%</b>	<b>\$39,529.93</b>
Fund 112 - Justice Court Technology Fund Totals	\$420,000.00	\$0.00	\$420,000.00	\$2,198.00	\$33.00	\$25,115.73	\$394,851.27		\$39,529.93
Fund 114 - Civil Courts Building Fund									
<b>EXPENSE</b>									
Capital Outlay	1,188,000.00	.00	1,188,000.00	.00	.00	.00	1,188,000.00	0	.00
<b>EXPENSE TOTALS</b>	<b>\$1,188,000.00</b>	<b>\$0.00</b>	<b>\$1,188,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,188,000.00</b>	<b>0%</b>	<b>\$0.00</b>
Fund 114 - Civil Courts Building Fund Totals	\$1,188,000.00	\$0.00	\$1,188,000.00	\$0.00	\$0.00	\$0.00	\$1,188,000.00		\$0.00
Fund 115 - Dispute Resolution Fund									
<b>EXPENSE</b>									
Operating	57,900.00	.00	57,900.00	4,327.51	.00	25,293.68	32,606.32	44	43,265.88
<b>EXPENSE TOTALS</b>	<b>\$57,900.00</b>	<b>\$0.00</b>	<b>\$57,900.00</b>	<b>\$4,327.51</b>	<b>\$0.00</b>	<b>\$25,293.68</b>	<b>\$32,606.32</b>	<b>44%</b>	<b>\$43,265.88</b>
Fund 115 - Dispute Resolution Fund Totals	\$57,900.00	\$0.00	\$57,900.00	\$4,327.51	\$0.00	\$25,293.68	\$32,606.32		\$43,265.88
Fund 117 - County Child Abuse Prevention									
<b>EXPENSE</b>									
Operating	57,900.00	.00	57,900.00	4,327.51	.00	25,293.68	32,606.32	44	43,265.88
<b>EXPENSE TOTALS</b>	<b>\$57,900.00</b>	<b>\$0.00</b>	<b>\$57,900.00</b>	<b>\$4,327.51</b>	<b>\$0.00</b>	<b>\$25,293.68</b>	<b>\$32,606.32</b>	<b>44%</b>	<b>\$43,265.88</b>
Fund 117 - County Child Abuse Prevention Totals	\$57,900.00	\$0.00	\$57,900.00	\$4,327.51	\$0.00	\$25,293.68	\$32,606.32		\$43,265.88



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Account Classification	Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% Used/	Prior Year Total
	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	
<b>EXPENSE</b>									
Operating	200.00	.00	200.00	.00	.00	251.55	(51.55)	126	109.40
<b>EXPENSE TOTALS</b>	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$251.55	(\$51.55)	126%	\$109.40
Fund 117 - County Child Abuse Prevention Totals	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$251.55	(\$51.55)		\$109.40
Fund 118 - School Zone Safety Program Fund									
<b>EXPENSE</b>									
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	2,425.00	.00	2,425.00	.00	.00	2,364.25	60.75	97	.00
<b>EXPENSE TOTALS</b>	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75	97%	\$0.00
Fund 118 - School Zone Safety Program Fund Totals	\$2,425.00	\$0.00	\$2,425.00	\$0.00	\$0.00	\$2,364.25	\$60.75		\$0.00
Fund 119 - Language Access Fee Fund									
<b>EXPENSE</b>									
Operating	21,000.00	.00	21,000.00	.00	.00	.00	21,000.00	0	.00
<b>EXPENSE TOTALS</b>	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0%	\$0.00
Fund 119 - Language Access Fee Fund Totals	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00		\$0.00
Fund 120 - Family Health Services Fund									
<b>EXPENSE</b>									
Salaries and Benefits	1,214,450.00	95,158.00	1,309,608.00	76,866.63	.00	476,571.73	833,036.27	36	840,985.85
Operating	2,815,438.00	(26,259.00)	2,789,179.00	10,650.63	11,312.77	118,377.06	2,659,489.17	5	2,270,312.33
Travel	5,303.00	98.00	5,401.00	57.56	.00	261.40	5,139.60	5	694.79
Continuing Education	12,908.00	980.00	13,888.00	300.00	799.24	4,270.46	8,818.30	37	5,338.20
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	215,000.00	.00	215,000.00	.00	100,000.00	.00	115,000.00	47	.00
Capital Assets - Operating	10,713.00	8,745.00	19,458.00	.00	.00	.00	19,458.00	0	13,428.63
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$87,874.82	\$112,112.01	\$599,480.65	\$3,640,941.34	16%	\$3,130,759.80
Fund 120 - Family Health Services Fund Totals	\$4,273,812.00	\$78,722.00	\$4,352,534.00	\$87,874.82	\$112,112.01	\$599,480.65	\$3,640,941.34		\$3,130,759.80
Fund 121 - Tobacco Settlement Fund									
<b>EXPENSE</b>									
Operating	110,000.00	.00	110,000.00	14,716.77	.00	31,016.77	78,983.23	28	67,770.74
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	22,004.00	.00	22,004.00	.00	22,004.00	.00	.00	100	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	200,000.00	.00	200,000.00	200,000.00	.00	200,000.00	.00	100	.00
EXPENSE TOTALS	\$332,004.00	\$0.00	\$332,004.00	\$214,716.77	\$22,004.00	\$231,016.77	\$78,983.23	76%	\$67,770.74
Fund 121 - Tobacco Settlement Fund Totals	\$332,004.00	\$0.00	\$332,004.00	\$214,716.77	\$22,004.00	\$231,016.77	\$78,983.23		\$67,770.74
Fund 141 - Historical Comm Publication Fund									
EXPENSE									
Operating	141,000.00	.00	141,000.00	.00	.00	.00	141,000.00	0	3,905.47
Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	2,899.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0%	\$6,804.47
Fund 141 - Historical Comm Publication Fund Totals	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00		\$6,804.47
Fund 144 - Historical Jail Restoration Fund									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	667,683.00	.00	667,683.00	.00	.00	.00	667,683.00	0	.00
EXPENSE TOTALS	\$667,683.00	\$0.00	\$667,683.00	\$0.00	\$0.00	\$0.00	\$667,683.00	0%	\$0.00
Fund 144 - Historical Jail Restoration Fund Totals	\$667,683.00	\$0.00	\$667,683.00	\$0.00	\$0.00	\$0.00	\$667,683.00		\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund									
EXPENSE									
Operating	.00	367,500.00	367,500.00	.00	.00	.00	367,500.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00	0%	\$0.00
Fund 146 - ORCA Cedar Oaks Mesa Fund Totals	\$0.00	\$367,500.00	\$367,500.00	\$0.00	\$0.00	\$0.00	\$367,500.00		\$0.00
Fund 150 - Park Bond 2011 Fund									
EXPENSE									
Operating	108,000.00	.00	108,000.00	.00	.00	.00	108,000.00	0	3,188.24
Capital Outlay	792,000.00	(38,275.00)	753,725.00	.00	.00	.00	753,725.00	0	4,107.60

# Hays County Schedule of Expenses

Through 03/31/23

Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Capital Assets	.00	38,275.00	38,275.00	.00	.00	.00	38,275.00	0	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	950.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00	0%	\$8,245.84
Fund 150 - Park Bond 2011 Fund Totals	\$900,000.00	\$0.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00		\$8,245.84
Fund 151 - Habitat Conservation Plan Fund									
EXPENSE									
Operating	1,750,000.00	.00	1,750,000.00	.00	.00	4,162.50	1,745,837.50	0	24,787.50
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$0.00	\$4,162.50	\$1,745,837.50	0%	\$24,787.50
Fund 151 - Habitat Conservation Plan Fund Totals	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$0.00	\$4,162.50	\$1,745,837.50		\$24,787.50
Fund 152 - HCL Provider Participation Fund									
EXPENSE									
Operating	20,800,000.00	.00	20,800,000.00	103,151.53	.00	12,214,301.14	8,585,698.86	59	22,223,068.69
EXPENSE TOTALS	\$20,800,000.00	\$0.00	\$20,800,000.00	\$103,151.53	\$0.00	\$12,214,301.14	\$8,585,698.86	59%	\$22,223,068.69
Fund 152 - HCL Provider Participation Fund Totals	\$20,800,000.00	\$0.00	\$20,800,000.00	\$103,151.53	\$0.00	\$12,214,301.14	\$8,585,698.86		\$22,223,068.69
Fund 153 - CDBG Disaster Recovery Prgm Fund									
EXPENSE									
Operating	.00	100,000.00	100,000.00	.00	.00	.00	100,000.00	0	23,147.36
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	226,877.92
EXPENSE TOTALS	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%	\$250,025.28
Fund 153 - CDBG Disaster Recovery Prgm Fund Totals	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00		\$250,025.28
Fund 154 - Park Bond 2021 Fund									
EXPENSE									
Operating	22,868,000.00	(2,057,053.00)	20,810,947.00	.00	.00	929,298.07	19,881,648.93	4	1,734,116.58
Capital Outlay	.00	2,057,053.00	2,057,053.00	.00	.00	2,017,376.68	39,676.32	98	17,312,184.07
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$22,868,000.00	\$0.00	\$22,868,000.00	\$0.00	\$0.00	\$2,946,674.75	\$19,921,325.25	13%	\$19,046,300.65
Fund 154 - Park Bond 2021 Fund Totals	\$22,868,000.00	\$0.00	\$22,868,000.00	\$0.00	\$0.00	\$2,946,674.75	\$19,921,325.25		\$19,046,300.65

# Hays County Schedule of Expenses

Through 03/31/23

Prior Fiscal Year Activity Included

Summary Listing

Account Classification		Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 155 - TX Water Development Board Fund										
EXPENSE										
Operating		.00	215,000.00	215,000.00	.00	.00	.00	215,000.00	0	.00
EXPENSE TOTALS										
		\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00	0%	\$0.00
Fund 155 - TX Water Development Board Fund Totals										
		\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00	\$0.00	\$215,000.00		\$0.00
Fund 156 - Park Bond 2022 Fund										
EXPENSE										
Debt Service		.00	.00	.00	.00	.00	241,203.60	(241,203.60)	+++	.00
EXPENSE TOTALS										
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)	+++	\$0.00
Fund 156 - Park Bond 2022 Fund Totals										
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$241,203.60	(\$241,203.60)		\$0.00
Fund 161 - La Cima PID 2015 Fund										
EXPENSE										
Operating		.00	.00	.00	.00	.00	.00	.00	+++	191.69
Capital Outlay		.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service		1,561,425.00	.00	1,561,425.00	619,212.50	.00	619,212.50	942,212.50	40	1,531,300.00
EXPENSE TOTALS										
		\$1,561,425.00	\$0.00	\$1,561,425.00	\$619,212.50	\$0.00	\$619,212.50	\$942,212.50	40%	\$1,531,491.69
Fund 161 - La Cima PID 2015 Fund Totals										
		\$1,561,425.00	\$0.00	\$1,561,425.00	\$619,212.50	\$0.00	\$619,212.50	\$942,212.50		\$1,531,491.69
Fund 162 - La Cima PID Neigh Impr 2020 Fund										
EXPENSE										
Operating		.00	.00	.00	.00	.00	.00	.00	+++	145,796.00
Debt Service		500,663.00	.00	500,663.00	166,331.25	.00	169,331.25	331,331.75	34	509,912.50
EXPENSE TOTALS										
		\$500,663.00	\$0.00	\$500,663.00	\$166,331.25	\$0.00	\$169,331.25	\$331,331.75	34%	\$655,708.50
Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals										
		\$500,663.00	\$0.00	\$500,663.00	\$166,331.25	\$0.00	\$169,331.25	\$331,331.75		\$655,708.50
Fund 163 - La CIMA PID Neigh Impr 2022 Fund										
EXPENSE										
Operating		.00	.00	.00	617,991.71	.00	17,745,825.78	(17,745,825.78)	+++	.00
Debt Service		.00	.00	.00	263,407.99	.00	1,523,968.99	(1,523,968.99)	+++	.00
EXPENSE TOTALS										
		\$0.00	\$0.00	\$0.00	\$881,399.70	\$0.00	\$19,269,794.77	(\$19,269,794.77)	+++	\$0.00
Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals										
		\$0.00	\$0.00	\$0.00	\$881,399.70	\$0.00	\$19,269,794.77	(\$19,269,794.77)		\$0.00
Fund 170 - Infrastructure Imp Fee Fund										
EXPENSE										

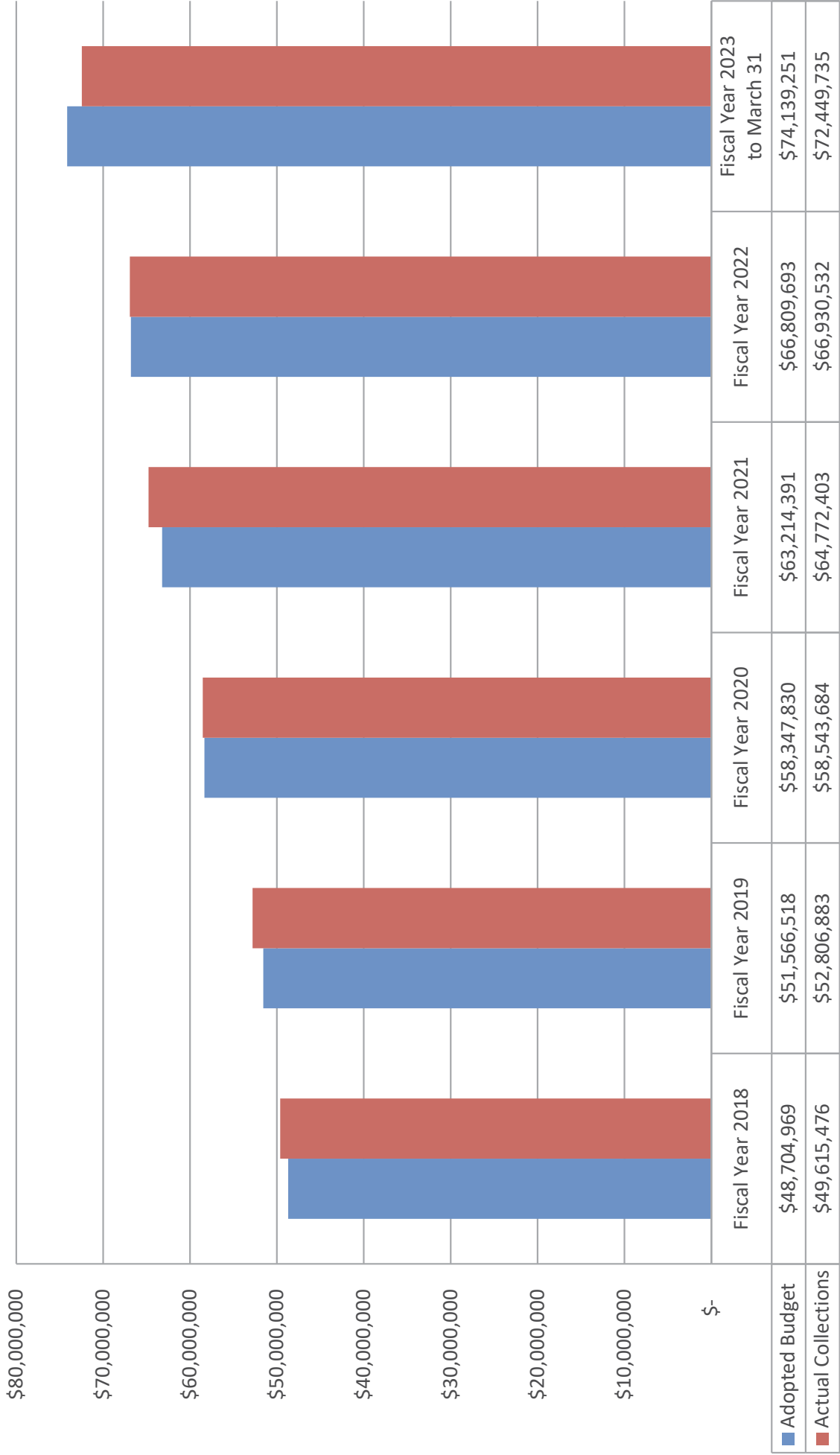
# Hays County Schedule of Expenses

Through 03/31/23  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Operating	200,000.00	.00	200,000.00	.00	.00	23,295.08	176,704.92	12	76,076.78
Capital Outlay	1,111,753.95	(133,404.00)	978,349.95	576.00	14,652.50	576.00	963,121.45	2	91,236.79
Capital Assets	.00	133,404.00	133,404.00	.00	24,812.95	.00	108,591.05	19	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$1,311,753.95</b>	<b>\$0.00</b>	<b>\$1,311,753.95</b>	<b>\$576.00</b>	<b>\$39,465.45</b>	<b>\$23,871.08</b>	<b>\$1,248,417.42</b>	<b>5%</b>	<b>\$167,313.57</b>
Fund <b>170 - Infrastructure Imp Fee Fund</b> Totals	<b>\$1,311,753.95</b>	<b>\$0.00</b>	<b>\$1,311,753.95</b>	<b>\$576.00</b>	<b>\$39,465.45</b>	<b>\$23,871.08</b>	<b>\$1,248,417.42</b>		<b>\$167,313.57</b>
Fund <b>190 - Interest and Sinking Fund</b>									
<b>EXPENSE</b>									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	31,597,189.00	.00	31,597,189.00	.00	.00	25,629,118.76	5,968,070.24	81	32,762,012.52
<b>EXPENSE TOTALS</b>	<b>\$31,597,189.00</b>	<b>\$0.00</b>	<b>\$31,597,189.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,629,118.76</b>	<b>\$5,968,070.24</b>	<b>81%</b>	<b>\$32,762,012.52</b>
Fund <b>190 - Interest and Sinking Fund</b> Totals	<b>\$31,597,189.00</b>	<b>\$0.00</b>	<b>\$31,597,189.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,629,118.76</b>	<b>\$5,968,070.24</b>		<b>\$32,762,012.52</b>
Grand Totals	<b>\$364,452,711.95</b>	<b>\$14,936,746.00</b>	<b>\$379,389,457.95</b>	<b>\$27,388,863.96</b>	<b>\$3,798,361.34</b>	<b>\$163,177,178.68</b>	<b>\$212,413,917.93</b>		<b>\$269,022,070.45</b>

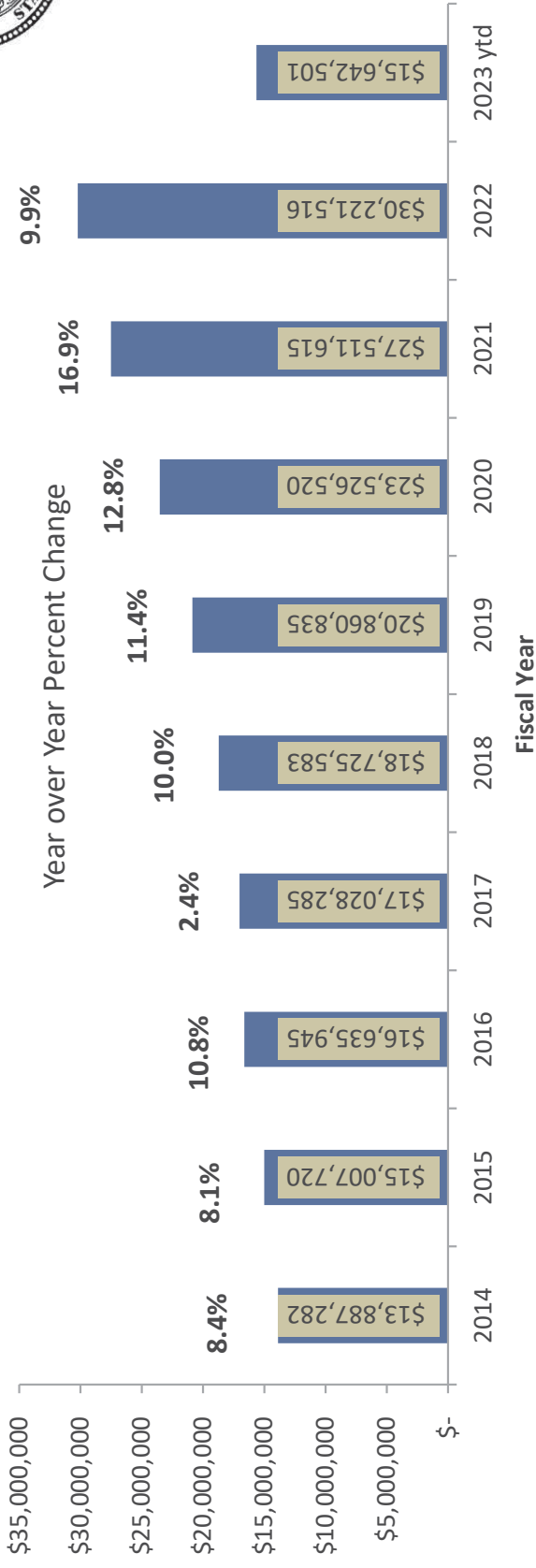


## Hays County General Current Maintenance and Operation Property Taxes by Fiscal Year





# Net Sales and Use Tax Collections



	NET FY 2017	NET FY2018	NET FY2019	NET FY2020	NET FY2021	NET FY2022	NET FY2023	(Un)favorable Difference from PY	% Increase / Decrease from PY
OCTOBER	\$ 1,417,330	\$ 1,537,238	\$ 1,600,688	\$ 1,905,154	\$ 2,032,031	\$ 2,394,294	\$ 2,567,573	\$ 173,279	8.5%
NOVEMBER	\$ 1,308,063	\$ 1,280,194	\$ 1,753,681	\$ 1,890,059	\$ 2,465,228	\$ 2,575,166	\$ 2,637,372	\$ 62,206	2.5%
DECEMBER	\$ 1,402,739	\$ 1,363,964	\$ 2,100,874	\$ 2,523,399	\$ 2,679,813	\$ 2,891,949	\$ 3,020,716	\$ 128,767	4.8%
JANUARY	\$ 1,797,229	\$ 2,359,501	\$ 1,493,125	\$ 1,869,115	\$ 1,842,981	\$ 2,224,276	\$ 2,362,998	\$ 138,722	7.5%
FEBRUARY	\$ 1,213,919	\$ 1,360,883	\$ 1,488,519	\$ 1,591,721	\$ 1,559,482	\$ 1,934,704	\$ 2,295,395	\$ 360,691	23.1%
MARCH	\$ 1,200,779	\$ 1,258,936	\$ 1,716,718	\$ 1,827,779	\$ 2,554,974	\$ 2,707,480	\$ 2,758,447	\$ 50,967	2.0%
APRIL	\$ 1,539,708	\$ 1,774,935	\$ 1,752,479	\$ 1,755,786	\$ 2,283,256	\$ 2,481,553			
MAY	\$ 1,309,394	\$ 1,485,656	\$ 1,682,123	\$ 1,933,268	\$ 2,281,382	\$ 2,495,602			
JUNE	\$ 1,409,348	\$ 1,450,335	\$ 1,818,586	\$ 2,228,388	\$ 2,693,915	\$ 2,726,072			
JULY	\$ 1,556,914	\$ 1,663,239	\$ 1,699,301	\$ 1,957,979	\$ 2,368,263	\$ 2,478,432			
AUGUST	\$ 1,466,745	\$ 1,597,853	\$ 1,807,477	\$ 1,935,899	\$ 2,360,005	\$ 2,729,473			
SEPTEMBER	\$ 1,406,118	\$ 1,592,848	\$ 1,947,263	\$ 2,107,974	\$ 2,390,285	\$ 2,582,515			
FY TOTAL	\$ 17,028,285	\$ 18,725,583	\$ 20,860,835	\$ 23,526,520	\$ 27,511,615	\$ 30,221,516	\$ 15,642,501	\$ 914,632	
% Increase from PY	2.4%	10.0%	11.4%	12.8%	16.9%	9.9%			



Hays County											
STATEMENT OF INDEBTEDNESS											
FYE September 2023											
Debt Issue	Purpose	Issue Date	Maturity Date	Original Amount	Average Interest Rate	Principal Outstanding 10/1/2022	Feb-23 Principal Payments	Principal Outstanding 3/31/2023	FY23 Principal Payment	FY23 Interest Payment	FY23 Total Payments
Limited Tax Refunding Bonds Series 2013	Refunded portions of Series 2003,2004,2005,2006,2009PT	5/21/2013	2/15/2032	26,225,000	3.10%	2,340,000	1,260,000	1,080,000	1,260,000	68,400	1,328,400
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013	Road Improvements Texas Highway System Voter Approved - 11/4/2008	11/15/2013	2/15/2038	25,920,000	4.07%	1,840,000	900,000	940,000	900,000	55,600	955,600
Limited Tax Refunding Bonds Series 2014	Refunded Portions of Series 2005 & 2009	9/15/2014	2/15/2030	9,105,000	2.63%	7,865,000	55,000	7,810,000	55,000	279,725	334,725
Limited Tax Refunding Bonds Series 2015	Refunded Portions of Series 2008,2009,2009,2010	3/15/2015	2/15/2029	42,595,000	2.86%	36,540,000	6,890,000	29,650,000	6,890,000	1,299,994	8,189,994
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015	Road Improvements Texas Highway System Voter Approved - 11/4/2008	4/1/2015	2/15/2035	27,410,000	3.26%	11,870,000	1,075,000	10,795,000	1,075,000	426,725	1,501,725
Special Assessment Revenue Bonds Series 2015	La Cima Public Improvement District Major Public Improvement Project	8/5/2015	9/15/2045	19,200,000	6.94%	17,890,000	-	17,890,000	320,000	1,238,425	1,558,425
Limited Tax Refunding Bonds Series 2016	Refunded Portions of Series 2007,2008,2009(3),201C	2/23/2016	2/15/2035	63,030,000	3.87%	44,645,000	1,270,000	43,375,000	1,270,000	1,654,700	2,924,700
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016	Road Improvements Texas Highway System Voter Approved - 11/4/2008	9/15/2016	2/15/2036	35,065,000	3.40%	28,090,000	1,495,000	26,595,000	1,495,000	997,638	2,492,638
Limited Tax Refunding Bonds Series 2017	Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011	8/16/2017	2/15/2036	64,465,000	4.75%	57,425,000	3,970,000	53,455,000	3,970,000	2,674,563	6,644,563
Limited Tax Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	96,190,000	4.20%	94,340,000	1,690,000	92,650,000	1,690,000	3,967,000	5,657,000
Unlimited Tax Road Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	21,545,000	4.87%	19,920,000	600,000	19,320,000	600,000	958,594	1,558,594
Unlimited Tax Road Bonds Series 2019	Road Improvements Voter Approved - 11/8/2016	8/14/2019	9/30/2044	97,035,000	3.81%	96,430,000	320,000	96,110,000	320,000	3,825,150	4,145,150
Special Assessment Revenue Bonds Series 2020	La Cima Public Improvement District Neighborhood Improvements 1-2	11/12/2020	2/15/2050	9,345,000	3.89%	8,840,000	-	8,840,000	165,000	332,663	497,663
Limited Tax Refunding Bonds Series 2021	Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012	9/21/2020	2/15/2038	52,090,000	1.87%	51,330,000	1,845,000	49,485,000	1,845,000	841,736	2,686,736
Limited Tax Bonds Series 2021	Park Improvements Voter Approved - 11/3/2020	9/21/2020	2/15/2046	43,825,000	3.36%	43,425,000	285,000	43,140,000	285,000	1,587,975	1,872,975
Limited Tax Bonds Series 2022	Park Improvements Voter Approved - 11/3/2020	12/7/2022	2/15/2042	24,060,000	4.51%	24,060,000 <sup>1</sup>	-	24,060,000	-	767,590	767,590
Special Assessment Revenue Bonds Series 2022	La Cima Public Improvement District Neighborhood Improvement Area #3	12/22/2022	9/15/2052	20,800,000	5.61%	20,800,000 <sup>1</sup>	-	20,800,000	880,000	834,654	1,714,654
TOTALS						567,650,000	21,655,000	545,995,000	23,020,000	21,811,131	44,831,131
<sup>1</sup> Subsequent event, issued after 10/1/2022 in December 2002											
Debt serviced from property taxes for FY 2023 is as follows											
*Total debt payments											
1. Debt serviced from Pass Thru Road revenue											
2. Debt paid from La Cima PID											
Debt Payments Less I&S special revenue sources											
3. Debt paid from O65/DP Freeze Ceiling property taxes											
Total debt funded from property taxes											

<sup>1</sup>Subsequent event, issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows

*Total debt payments	44,831,131
1. Debt serviced from Pass Thru Road revenue	(10,000,000)
2. Debt paid from La Cima PID	(3,770,742)
Debt Payments Less I&S special revenue sources	31,060,389
3. Debt paid from O65/DP Freeze Ceiling property taxes	(1,500,000)
<b>Total debt funded from property taxes</b>	<b>29,560,389</b>



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Brett Littlejohn

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the Juvenile Detention Center to accept a proposal from JM Engineering, LLC for replacement of five HVAC smoke evacuation dampers and amend the budget accordingly. **INGALSBE/LITTLEJOHN**

### Summary:

JME will fabricate and replace all HVAC dampers at the facility that are no longer functional and/or not functioning properly. The issue with the dampers was discovered during a recent preventative maintenance service. Malfunctioning dampers do not allow the HVAC system to function properly by controlling airflow in the building resulting in overheating/overcooling and eventually resulting in further maintenance issues. Additionally, these malfunctioning/broken dampers may allow heat, humidity, debris, animals, etc. into the HVAC system which could also result in further damage.

### Fiscal Impact:

Amount Requested: \$17,978.52

Line Item Number: 070-685-00.5741

### Budget Office:

Source of Funds: Juvenile Detention Center Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$17,979 - Increase Misc. Capital Improvements 070-685-00.5741

(\$17,979) - Decrease Staff Salaries 070-685-00.5021

### Auditor's Office:

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

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

### Attachments

JME Quote



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

Date: July 14, 2023  
Quote No: 018621  
Quote Expiration: 30 days after above date

To: **Brett Littlejohn**  
**Hays County - JDC**  
Email: [brett.littlejohn@co.hays.tx.us](mailto:brett.littlejohn@co.hays.tx.us)

Project: HVAC Maint & Repair Services  
Contract No: RFP 2020-P01  
Location: Juvenile Detention Center  
2250 Clovis R. Barker Rd.  
San Marcos, TX 78666

#### Scope of Services:

JM Engineering will replace the smoke evac dampers at the Hays County Juvenile Detention Center. Work will include fabrication and installation of the dampers, final job site cleanup and complete service ticket on job site. Size and quantity of dampers are as follows:

1 ea. 30x24  
1 ea. 40x20  
1 ea. 40x24  
2 ea. 48x32

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	36.0		\$	3,267.36
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)			\$	-
<b>Subtotal</b>	36.0	0	\$	3,267.36
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
Dampers, HVAC Supplies and Misc.	1.20	EA	\$ 12,196.80	\$ 14,636.16
<b>Subtotal</b>			\$	14,711.16
<b>GRAND TOTAL</b>			\$	<b>17,978.52</b>

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely,  
Chad Liesman  
**JM Engineering, LLC**  
Office: 512-874-9245  
Mobile: 512-966-3959  
[chad.liesman@jm-engineer.com](mailto:chad.liesman@jm-engineer.com)



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

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### Agenda Item

Authorize the County Judge to approve the renewal of a Remote Birth Access contract between Hays County and Department of State Health Services (DSHS) Vitals Statistics Unity related to State Wide Birth Certificates. **BECERRA/CARDENAS**

### Summary

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### Attachments

Interlocal Cooperation Contract

DUA

SPI

Contract Affirmations

Statement of Work

**INTERLOCAL COOPERATION CONTRACT  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT No. HHSREV100003159**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”) and Hays County (“**LOCAL GOVERNMENT**”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“TxEVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

**I. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<b><u>DSHS</u></b>	<b><u>Local Government</u></b>
Name: Department of State Health Services	Name: Hays County
Attn: Contract Management Section	Attn: Hays County Clerk’s Office
Address: 1100 W 49 <sup>th</sup> Street, MC-1990	Address: 712 S. Stagecoach Trail, Ste. 2008
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: San Marcos, TX 78666
Contact Person: Maria Acuna	Contact Person: Elaine H. Cárdenas, MBA, PhD
Telephone: (512) 776-6629	Telephone: (512) 393-7738
E-Mail: <a href="mailto:maria.acuna@dshs.texas.gov">maria.acuna@dshs.texas.gov</a>	E-Mail: <a href="mailto:clerk@co.hays.tx.us">clerk@co.hays.tx.us</a>
Agency Number: 537	

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in **ATTACHMENT C, STATEMENT OF WORK**.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months,

in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

#### **IV. AMENDMENT**

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

#### **V. FEES AND PAYMENT FOR SERVICES**

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK.**

#### **VI. NOTICE REQUIREMENTS**

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

**Health and Human Services Commission  
Attn: Office of the Chief Counsel  
4601 W Guadalupe St. MC-1100  
Austin, Texas 78751**

*with copy to*

**Department of State Health Services  
Attn: Office of General Counsel  
1100 W. 49th Street, MC-1919  
Austin, TX 78756**

- C.** DSHS shall send legal notices to Local Government at the address below:

**Office of General Counsel  
111 E. San Antonio St.  
Room 202  
San Marcos, TX 78666  
[generalcounsel@co.hays.tx.us](mailto:generalcounsel@co.hays.tx.us)**

- D.** Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail

- shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
  - F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## **VII. CONTRACT DOCUMENTS**

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

**ATTACHMENT A: HHS DATA USE AGREEMENT - TACCHO;**  
**ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and**  
**ATTACHMENT C: STATEMENT OF WORK.**

## **VIII. MISCELLANEOUS TERMS AND CONDITIONS**

- A. **Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. **Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. **Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. **Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating



to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.

**E. Record Maintenance and Retention**

1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes.
2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

**F. Dispute Resolution.** To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

**G. Entire Agreement.** The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

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

**I. INDEMNIFICATION**

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS,**

DSHS Contract No. HHSREV100003159

AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.
  3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.
- J. No Waiver of Sovereign Immunity.** Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.
- K. Severability.** If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.
- L. Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the

Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### **M. Termination**

1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.
2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
  - i. Material Breach  
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

#### **IX. CERTIFICATIONS**

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

#### **SIGNATURE PAGE FOLLOWS**

DSHS Contract No. HHSREV100003159

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**SIGNATURE PAGE FOR DSHS CONTRACT NO. HHSREV100003159**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HAYS COUNTY**

\_\_\_\_\_  
Signature

Manda Hall, MD

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

Associate Commissioner for Community Health  
Improvement

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Ruben Becerra

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

Hays County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ATTACHMENT A

## HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

### ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

### ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

### **ARTICLE 3.**

#### **CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

##### **3.01 Obligations of CONTRACTOR**

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit



Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

#### **ARTICLE 4.**

#### **BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

#### **4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);



(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and



(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

#### **4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

#### **4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. STATEMENT OF WORK**

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### **6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

## **6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

## **6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **6.07 Responsibility.**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

#### **6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### **6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### **6.10 Automatic Amendment and Interpretation**

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.





**Texas HHS System - Data Use Agreement - Attachment 2**  
**SECURITY AND PRIVACY INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>2. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Hays County Clerk Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 2241 Procurement/Contract#: HHSREV100003159 Address: 712 S. Stagecoach, Ste. 2008 City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-7738 Email Address: vitalsdivision@co.hays.tx.us
<b>3. Number of Employees, at all locations, in Applicant/Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 11
<b>4. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Legal Name: Jeff McGill Address: 712 S. Stagecoach, Ste. 1206 City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2840 Email Address: jmcgill@co.hays.tx.us
	<b>B. Privacy Official:</b> Legal Name: Jeff McGill Address: 712 S. Stagecoach, Ste. 1206 City: San Marcos State: TX ZIP: 78666 Telephone #: (512) 393-2840 Email Address: jmcgill@co.hays.tx.us



<b>6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</b> <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) data</li> <li>• Criminal Justice Information Services (CJIS) data</li> <li>• Internal Revenue Service Federal Tax Information (IRS FTI) data</li> <li>• Centers for Medicare &amp; Medicaid Services (CMS)</li> <li>• Social Security Administration (SSA)</li> <li>• Personally Identifiable Information (PII)</li> </ul>	<b>HIPAA</b> <input checked="" type="checkbox"/>	<b>CJIS</b> <input type="checkbox"/>	<b>IRS FTI</b> <input type="checkbox"/>	<b>CMS</b> <input type="checkbox"/>	<b>SSA</b> <input type="checkbox"/>	<b>PII</b> <input checked="" type="checkbox"/>
Other (Please List)						
<b>7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))</b>  Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.  A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						<b>Total # (Sum a-d)</b>  16
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.						15
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.						1
<b>c. Cloud Services.</b> Number of Cloud Services in use.						0
<b>d. Data Centers.</b> Number of Data Centers in use.						0
<b>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:</b>						<b>Select Option (a-d)</b>
<b>a.</b> 499 individuals or less <b>b.</b> 500 to 999 individuals <b>c.</b> 1,000 to 99,999 individuals <b>d.</b> 100,000 individuals or more						<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
<b>9. HIPAA Business Associate Agreement</b>						
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
<b>10. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>



<p><b>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</b></p>	<p> <input type="radio"/> Yes  <input type="radio"/> No  <input checked="" type="radio"/> N/A         </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11. Does Applicant/Bidder have any <b>Optional Insurance</b> currently in place?</b></p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input checked="" type="radio"/> Yes  <input type="radio"/> No  <input type="radio"/> N/A         </p>

**SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

**For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.**

<b>1. Written Policies &amp; Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:</b>	<b>Yes or No</b>
<b>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</b>  i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No



<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p><b>j.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>k.</b> If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>l.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>m.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>n.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2.</b> Does Applicant/Bidder have a current Workforce training program?  Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No



<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

# SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	<p><b>No Electronic Systems</b></p> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>
<p><b>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</b></p>	
<p><b>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</b></p> <ul style="list-style-type: none"> <li>a. The data is encrypted with FIPS 140-2 validated encryption</li> <li>b. The offshore provider does not have access to the encryption keys</li> <li>c. The Applicant/Bidder maintains the encryption key within the United States</li> <li>d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency</li> </ul> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p><b>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:  <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:  <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<b>19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?</b>  <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: <a href="https://legiscan.com/TX/text/HB8/2017">https://legiscan.com/TX/text/HB8/2017</a></i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>



**SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)**

Please sign the form digitally, if possible, or sign and provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature



3. Title

Hays County Clerk

4. Date:

7/6/23

To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

**Section E: To Be Completed by Texas HHS Agency Staff:**

Agency(s):

HHSC: ☐

DFPS: ☐

DSHS: ☒

Requesting Department(s):

Vital Statistics

Legal Entity Tax Identification Number (TIN) (Last four Only):

 2 2 4 1

PO/Contract(s) #:

HHSREV100003159

Contract Manager:

Maria Acuna

Contract Manager Email Address:

maria.acuna@dshs.texas.gov

Contract Manager Telephone #:

(512) 776-6629

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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**HEALTH AND HUMAN SERVICES**  
**Contract Number HHSREV100003159**  
**Attachment B CONTRACT AFFIRMATIONS**

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

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

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

**2. Complete and Accurate Information**

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

**3. Public Information Act**

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

**4. Contracting Information Requirements**

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

**5. Assignment**

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

**6. Terms and Conditions**

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

**7. HHS Right to Use**

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

**8. Release from Liability**

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

**9. Dealings with Public Servants**

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

**10. Financial Participation Prohibited**

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

**11. Prior Disaster Relief Contract Violation**

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

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

**12. Child Support Obligation**

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

**13. Suspension and Debarment**

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

**14. Excluded Parties**

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

**15. Foreign Terrorist Organizations**

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

**16. Executive Head of a State Agency**

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

**17. Human Trafficking Prohibition**

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

**18. Franchise Tax Status**

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

**19. Debts and Delinquencies**

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

**20. Lobbying Prohibition**

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

**21. Buy Texas**

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

**22. Disaster Recovery Plan**

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

**23. Computer Equipment Recycling Program**

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

**24. Television Equipment Recycling Program**

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

**25. Cybersecurity Training**

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



**26. Restricted Employment for Certain State Personnel**

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

**27. No Conflicts of Interest**

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

**28. Fraud, Waste, and Abuse**

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

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

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

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

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

**29. Antitrust**

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

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

**30. Legal and Regulatory Actions**

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

**31. No Felony Criminal Convictions**

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

**32. Unfair Business Practices**

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

**33. Entities that Boycott Israel**

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

**34. E-Verify**

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

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

**35. Former Agency Employees – Certain Contracts**

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

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

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

**37. Abortion Funding Limitation**

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

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

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

**38. Funding Eligibility**

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

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

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

**40. COVID-19 Vaccine Passports**

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

**41. Entities that Boycott Energy Companies**

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

**42. Entities that Discriminate Against Firearm and Ammunition Industries**

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

**43. Security Controls for State Agency Data**

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

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

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

**45. Office of Inspector General Investigative Findings Expert Review**

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

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

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

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

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

**48. Critical Infrastructure Subcontracts**

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



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

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

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

**50. Prohibition on Abortions**

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

**51. False Representation**

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

**52. False Statements**

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

**53. Permits and License**

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

**54. Equal Employment Opportunity**

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

**55. Federal Occupational Safety and Health Law**

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

**56. Signature Authority**

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

**Signature Page Follows**

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

**HAYS COUNTY**

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**Legal Name of Contractor**

N/A

---

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

N/A

---

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

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**Signature of Authorized Representative**

Ruben Becerra

---

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

111 E. San Antonio St., Ste. 300

---

**Physical Street Address**

N/A

---

**Mailing Address, if different**

(512) 393-2205

---

**Phone Number**

judge.becerra@co.hays.tx.us

---

**Email Address**

---

**Federal Employer Identification Number**

---

**Texas Franchise Tax Number**

---

**SAM.gov Unique Entity Identifier (UEI)**

07/25/2023

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**Date Signed**

County Judge

---

**Title of Authorized Representative**

San Marcos, TX 78666

---

**City, State, Zip Code**

N/A

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**City, State, Zip Code**

---

**Fax Number**

N/A

---

**DUNS Number**

74-6002241

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**Texas Identification Number (TIN)**

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**Texas Secretary of State Filing  
Number**

## ATTACHMENT C STATEMENT OF WORK

### **I. Responsibilities of the Parties**

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located or contain errors resulting from the following unintentional occurrences:
  - 1. Key-entry errors in spelling;
  - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
  - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.

### **II. Fees, Invoicing, and Payment**

- A. **Fees.** Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government’s payment obligations to DSHS are payable only from funds appropriated for the then current Local Government’s fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

## ATTACHMENT C STATEMENT OF WORK

- B. Invoicing.** DSHS will send itemized invoices to Local Government on the 1<sup>st</sup> of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name: Elaine H. Cárdenas, MBA, PhD  
County Clerk  
Office address: Hays County  
712 S. Stagecoach Trl., Ste. 2008  
San Marcos, TX, 78666

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to [yssbusinessservices@dshs.texas.gov](mailto:yssbusinessservices@dshs.texas.gov).

- C. Payment.** Local Government shall remit payment in full to DSHS within thirty (30) days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch  
MC-2096  
P.O. Box 149347  
Austin, TX 78714-9347

*or*

JPMorgan Chase  
Bank Acct # 0135371118  
Bank Rt # 021409169  
TIN # 320113643



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize a grant award extension from the Department of Justice, Office of Justice FY20 Coronavirus Supplemental Funding Program and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

### Summary:

Hays County was awarded \$37,094 from the DOJ FY20 Coronavirus Supplemental Funding Program for the creation of the Hays County Citizen Reporting System. Due to a delay in the launch of the software, the DOJ has issued a no cost extension to allow Hays County to expend grant funds. This extension does not add new funds to the award. The contract will now expire on July 31, 2023.

Grant number 2020-VD-BX-0899

### Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-135.4301/.5429

### Budget Office:

Source of Funds: Dept. of Justice Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Amend to accept grant award into current fiscal year.

(\$37,094) - Increase Intergovernmental Revenue 001-618-99-135.4301

\$37,094 - Increase Software Maintenance 001-618-99-135.5429

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$37,094 Intergovernmental Revenues

Comments:

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jude Prather

Sponsor:

Commissioner Shell

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### Agenda Item:

Authorize the Veteran's Services Office to transfer two vehicles to Capital Area Rural Transportation (CARTS) and transfer insurance proceeds received on one vehicle for needed repairs. **SHELL/PRATHER**

### Summary:

The Veteran's Services Office is requesting permission to transfer the following vehicles to CARTS:

2008 Chevrolet Cargo Van - VIN #GBDV13W98D115665

2011 Ford Econoline Cargo Van - VIN#1FTDS3EL8BDA23795

The office is utilizing the VA's Health Care System Vet Ride Program along with travel reimbursements for Hays County residents and is no longer in need of vehicles for transporting. This transfer will allow another agency the opportunity to utilize the vehicles. Additionally, the 2011 Van is in need of repairs in which the County recently received insurance proceeds of \$815.04 from TAC. A total of \$320 for diagnostic testing is needed and the remaining \$495.04 will be transferred to CARTS to assist with the needed repairs.

### Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

### Budget Office:

Source of Funds: Insurance proceeds

Budget Amendment Required Y/N?: Yes

Comments: Budget amendment required to accept insurance proceeds, pay diagnostic fees with remaining funds to be paid out to CARTS.

(\$815.04) - Increase Compensation for Loss 001-720-00.4680

\$320.00 - Increase Vehicle Maintenance & Repair 001-720-00.5413

\$495.04 - Increase Project Contribution 001-720-00.5600

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$815.04 Compensation for Loss Revenue

Comments:

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Shari Miller

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

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### Agenda Item:

Approve an amended list of positions authorized to receive overtime payments as outlined in the Hays County Personnel Policy, Section 2A112. **INGALSBE/SHELL/MILLER**

### Summary:

On April 9, 2019, the Court authorized a list of positions that are eligible for overtime payments due to the nature of the job duties, shift work, and on call status. The Sheriff's Office would like to add the Corrections Specialists to this list. These positions are required to work extended hours during staff shortages to process all paperwork related to intake and release of detainees. Overtime funds are also used to comply with other overtime payments listed in various sections of the Hays County Employee Personnel Policy such as status changes, promotions, demotions, and terminations of employment, even if the position is not specifically approved with this action.

### Fiscal Impact:

Amount Requested: TBD

Line Item Number: 001-618-00.5031

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: If approved, funds are currently available to cover any associated overtime.

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Attachments

Overtime List

## POSITIONS AUTHORIZED FOR OVERTIME PAYMENTS

### Transportation Department:

Road Supervisor	Assistant Maintenance Superintendent
Road Maintenance Lead	Road Maintenance Superintendent
Road Maintenance Senior Operator	Construction Manager
Road Maintenance Operator	Eqpt Superintendent Operations
Road Laborer	Superintendent

### Juvenile Detention Center:

Lieutenant Juvenile Supervision Officers	Juvenile Supervision Officers
<i>Food Service Manager</i>	<i>Kitchen Assistants</i>

### Juvenile Probation Office:

Juvenile Probation Officers (related to grant funded overtime only)

### Sheriff's Office Civilian Staff:

Emergency Communications Officers	Emergency Communications Mangers
Lead Emergency Communications Officers	Evidence Supervisor
Criminalist	Crime Analyst
<i>Food Service Coordinator</i>	<i>Assistant Food Service Coordinator</i>
<i>Kitchen Assistants</i>	

### Law Enforcement Positions that are included in Collective Bargaining:

#### Sheriff's Office:

Law Enforcement Deputies	Law Enforcement Detectives
Law Enforcement Deputy Inspector	Law Enforcement Corporals
Law Enforcement Sergeants	Law Enforcement Lieutenants
Law Enforcement Captains	

### Jail Division:

Correction Officers	Corrections Corporals
Corrections Sergeants	Corrections Lieutenants
Corrections Captains	<i>Correction Specialists</i>

### Animal Control Division:

Animal Control Supervisor



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action to authorize the execution of Changer Order No. 3 in the amount of \$350,487.89 reduction to the Construction Contract with Aaron Concrete Contractors, LP for the Winters Mill Parkway at RM 3237 (IFB2022-B10) project as part of the Hays County Road Bond Program in Precinct 3. **SHELL/BORCHERDING**

### Summary:

Change Order No. 3 provides the final balancing for the overrun/underrun of contract quantities on the project, due to addressing field conditions not accounted for in the original plans. Included in this Change Order are the removal of concrete traffic barriers during traffic control, a reduction in metal guard beam fence, and replacement of 6" flexible pavement structure repair with 2" flexible pavement structure repair.

The Change Order results in a reduction of \$350,487.89 to the contract amount. This Change Order and previous Change Orders to date have resulted in the reduction of the original contract amount of \$2,056,525.60 by \$335,915.52 for a final contract amount of \$1,731,618.10, a net decrease of 16.3%. Thirty (30) days were also added to the Contract as a result of this Change Order No. 3, due to seasonal asphalt placement restrictions for the final pavement surface.

### Fiscal Impact:

Amount Requested: (\$350,487.89)

Line Item Number: 035-803-96-769.5611\_400

### Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments:

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### Attachments

Winters Mill Parkway at RM 3237 Change Order No. 3

# HAYS COUNTY, TEXAS

## CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Aaron Concrete Contractors, LP.
2. Change Order Work Limits: Sta. 10+00 to Sta. 29+15
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3H, 2I, 2E (3 Max. - In order of importance - Primary first)

<b>Project:</b>	<u>IFB 2022-B10</u>
<b>Roadway:</b>	<u>Winters Mill at RM 3237</u>
<b>CSJ Number:</b>	<u>0805-04-031</u>

5. Describe the work being revised:

**3H:** Cost savings opportunity discovered during construction. **2I:** Additional safety needs (unforeseeable) **2E:** Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, due to addressing field conditions not accounted for in the original plans. Additional time, 30 days was necessary due to seasonal asphalt placement restrictions for the final pavement surface.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: See Attached
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

### The following information must be provided

Time Ext. #: 1 Days added on this CO: 30

Amount added by this change order: (\$350,487.89)

THE CONTRACTOR Date 7/10/23

DocuSigned by:  
By Dale Detten  
4D11023C1353424...

Typed/Printed Name Dale Detten

Typed/Printed Title Project Manager

### RECOMMENDED FOR EXECUTION:

DocuSigned by:  
Andrew Edwards 7/10/23  
73307064231146C...  
Construction Engineering Inspector Date

County Commissioner Precinct 1

Date

☐ APPROVED ☐ REQUEST APPROVAL

DocuSigned by:  
Jerry Borcharding 7/18/2023  
1FC60126FF51432...  
Transportation Director Date

County Commissioner Precinct 2

Date

☐ APPROVED ☐ REQUEST APPROVAL

DocuSigned by:  
Victor Vargas 7/18/2023  
3DE9C48712E8474...  
General Engineering Consultant Date

County Commissioner Precinct 3

Date

☐ APPROVED ☐ REQUEST APPROVAL

**CHECKED BY: ARIK LIANE**  
**7/11/2023**

County Commissioner Precinct 4

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge

Date

☐ APPROVED

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other



HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 Project # IFB 2022-B10

TABLE A: Force Account Work and Materials Placed into Stock

LABOR		HOURLY RATE	HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
			QUANTITY	ITEM COST		QUANTITY	ITEM COST	
134-6001	BACKFILL (TY A)	STA	8.60	\$7,740.00	11.00	19.60	\$17,640.00	\$9,900.00
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	10,498.00	\$41,992.00	(1,049.90)	9,448.10	\$37,792.40	(\$4,199.60)
164-6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	10,498.00	\$3,149.40	(2,432.90)	8,065.10	\$2,419.53	(\$729.87)
164-6071	BROADCAST SEED (TEMP) (WARM OR COOL)	SY	10,498.00	\$3,149.40	(2,432.90)	8,065.10	\$2,419.53	(\$729.87)
168-6001	VEGETATIVE WATERING	MG	17.70	\$619.50	(17.70)	0.00	\$0.00	(\$619.50)
169-6003	SOIL RETENTION BLANKETS (CL 1)(TY C)	SY	10,498.00	\$16,796.80	(2,432.90)	8,065.10	\$12,904.16	(\$3,892.64)
310-6001	PRIME COAT (MULTI OPTION)	GAL	959.00	\$4,795.00	(9.00)	950.00	\$4,750.00	(\$45.00)
347-6001	TOM (ASPHALT) PG 76-22	TON	58.00	\$12,470.00	0.19	58.19	\$12,510.85	\$40.85
347-6006	TOM-C (AGGREGATE) SAC-B	TON	863.00	\$185,545.00	17.46	880.46	\$189,298.90	\$3,753.90
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	1,657.00	\$96,106.00	(1,657.00)	0.00	\$0.00	(\$96,106.00)
351-6012	FLEXIBLE PAVEMENT STRUCTURE REPAIR(2")	SY	0.00	\$0.00	3,319.72	3,319.72	\$96,106.00	\$96,106.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	75.00	\$45,750.00	(38.00)	37.00	\$22,570.00	(\$23,180.00)
506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3)	SY	444.00	\$24,864.00	(444.00)	0.00	\$0.00	(\$24,864.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	444.00	\$22,200.00	(444.00)	0.00	\$0.00	(\$22,200.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	2,823.00	\$12,703.50	(131.00)	2,692.00	\$12,114.00	(\$589.50)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	2,823.00	\$2,823.00	(131.00)	2,692.00	\$2,692.00	(\$131.00)
512-6104	PCTB FUR & INSTL (F-SHAPE OR SNGL SLP) TY1	LF	3,600.00	\$45,000.00	(3,600.00)	0.00	\$0.00	(\$45,000.00)
512-6106	PCTB REMOVE (F-SHAPE OR SNGL SLP) TY1	LF	3,600.00	\$45,000.00	(3,600.00)	0.00	\$0.00	(\$45,000.00)
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	1,425.00	\$44,175.00	(1,087.50)	337.50	\$10,462.50	(\$33,712.50)
540-6002	MTL W-BEAM GD FEN (STEEL POST)	LF	25.00	\$2,775.00	(12.50)	12.50	\$1,387.50	(\$1,387.50)
540-6005	TERMINAL ANCHOR SECTION	EA	2.00	\$2,600.00	(2.00)	0.00	\$0.00	(\$2,600.00)
TOTALS				\$620,253.60			\$425,067.37	(\$195,186.23)



## Hays County Road Bond Program

**RM 3237 at Winters Mill Parkway  
Hays County Project No. IFB 2022 – B10  
State Project No. CC 805-4-31  
TxDOT CSJ: 0805-04-031**



### Change Order No. 3

### Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, due to addressing field conditions not accounted for in the original plans.

The following is a list of revisions included in this Change Order:

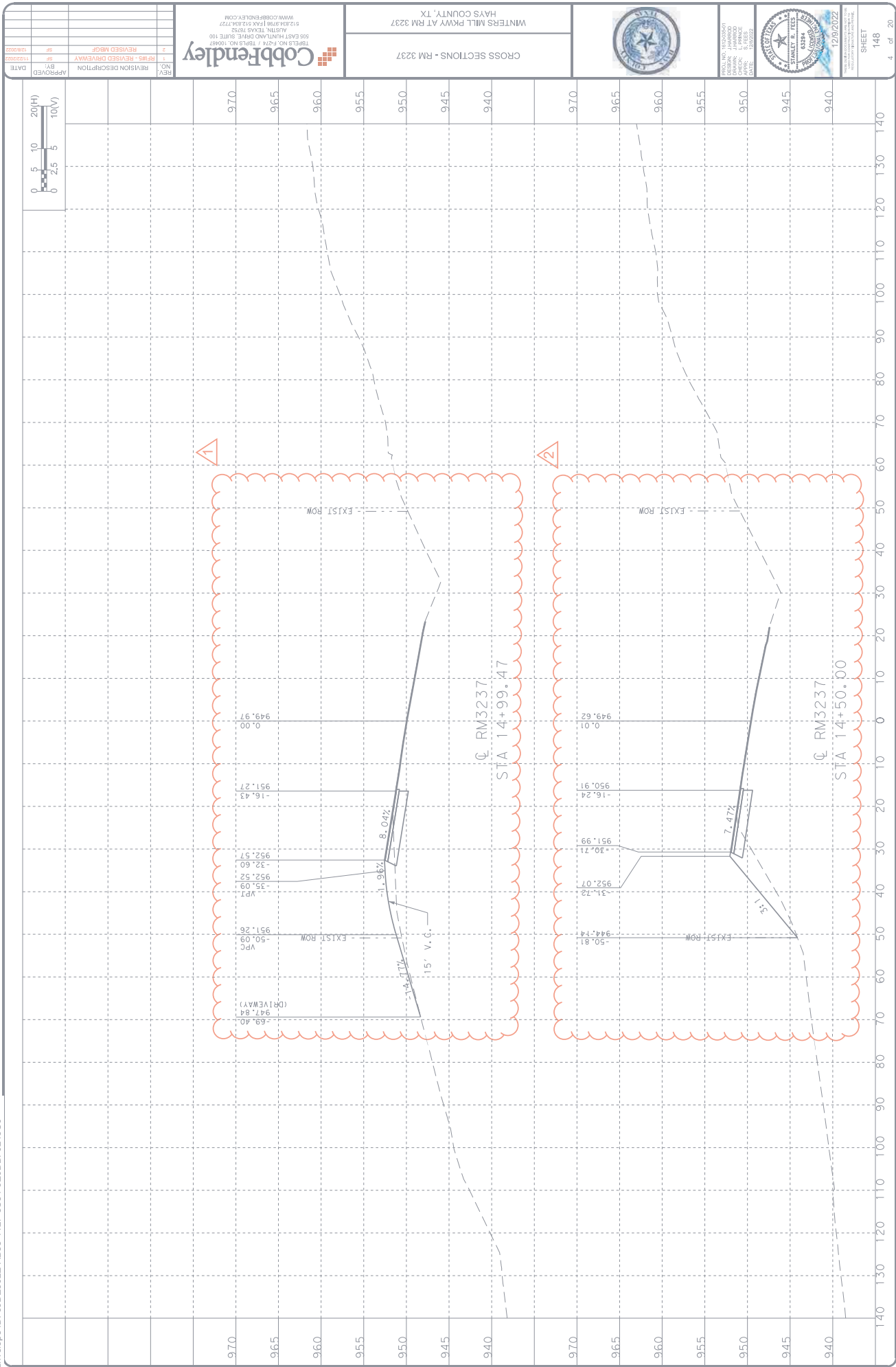
- The use of Concrete Traffic Barrier (CTB) during traffic control was placed because it was determined that the side slopes in the clear zone were not steep enough to be a hazard to traffic. The CTB also restricted turning movements for trucks. This decrease also applied to the use of Crash Cushions.
- The installation of Metal Beam Guard Fence was decreased because the side slopes in the clear zone were not steep enough to be a hazard to traffic. This decrease also applied to a decrease in the concrete riprap mowstrip placed under the guard rail.
- Item 351-6002 Flexible Pavement Structure Repair (6") was deleted and Item 351-6012 Flexible Pavement Structure Repair (2") was added. This item included a 2" depth mill and the paving of 2" of Type D HMAC PG 70-22. This change was approved by TxDOT for repair of RM 3237.
- Additional time, 30 days, was necessary due to seasonal asphalt placement restrictions for the final pavement surface.

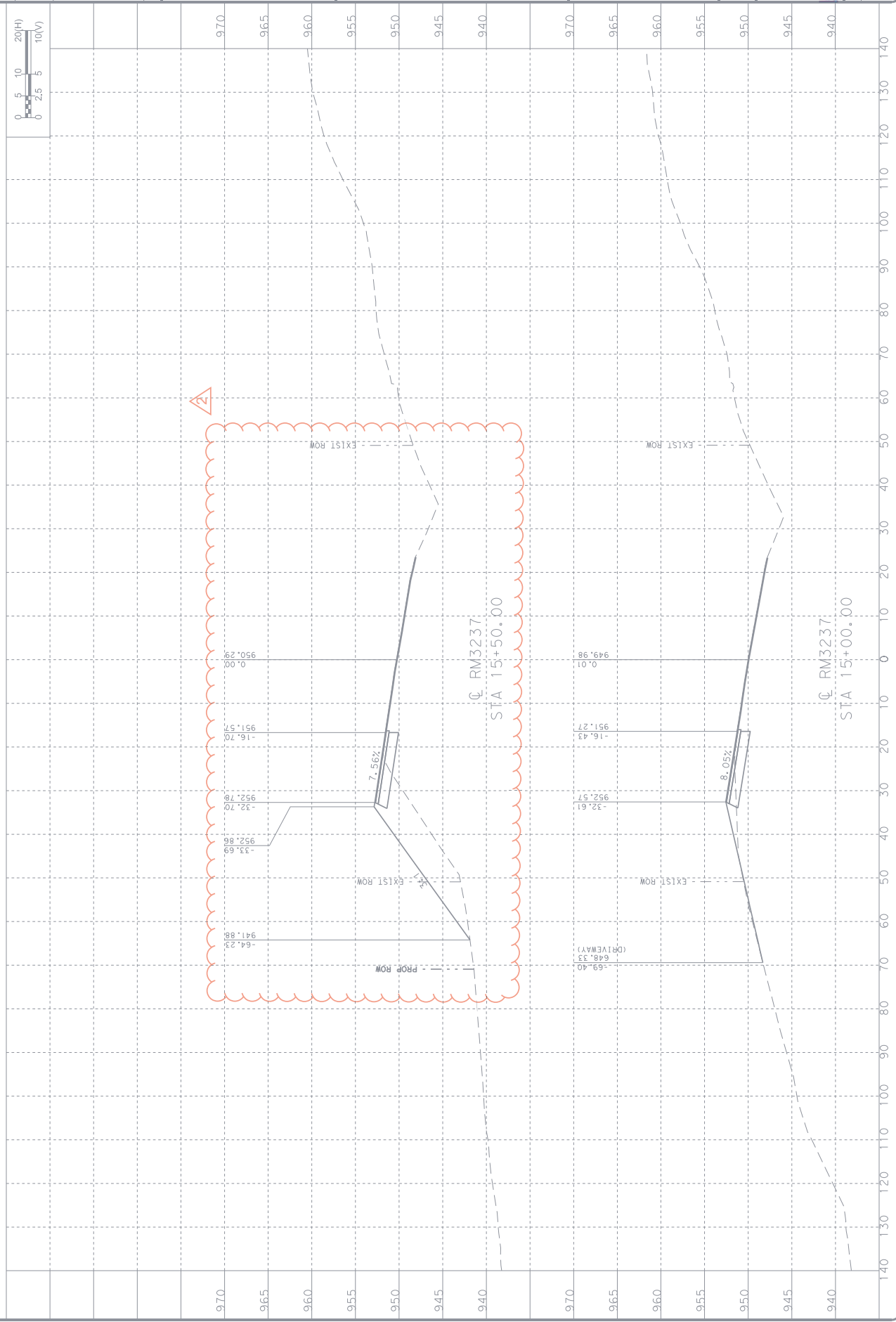
Following is a summary of the new items required for this Change Order.

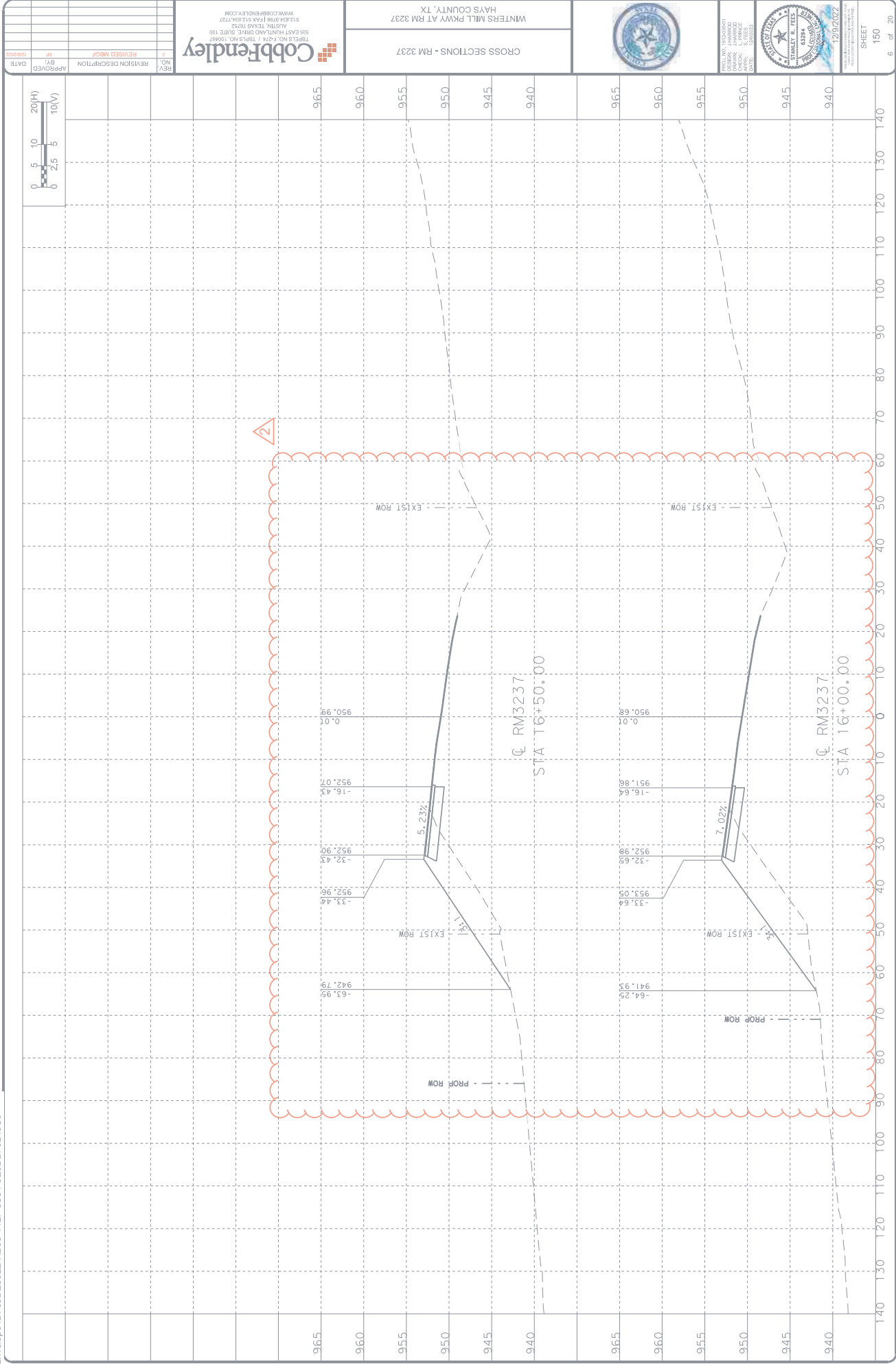
ITEM	DESCRIPTION	QTY	UNIT
351-6012	FLEXIBLE PAVEMENT STRUCTURE REPAIR (2")	3319.72	SY
624-9999	PAYS FOR PEC SIGNAL SERVICE FEE	1.00	LS

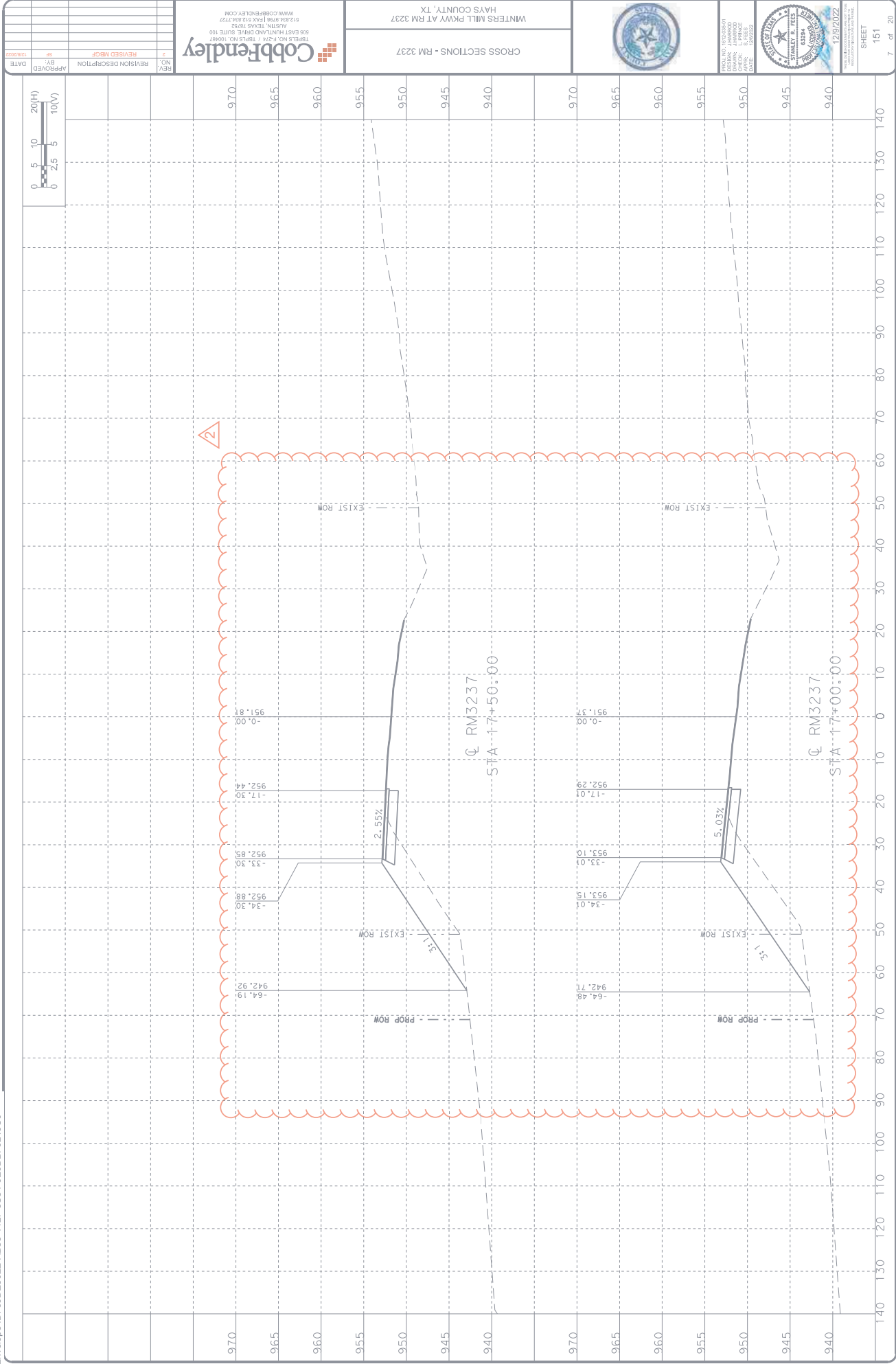
This Change Order results in a deduction of \$350,487.89 from the Contract amount, for an adjusted Contract total of \$1,731,618.10. The original Contract amount was \$2,056,525.60. Because of this and previous Change Order's to date, \$335,915.52 has been deducted from the Contract, resulting in a 16.3% net decrease in the Contract cost. Thirty (30) days will be added to the Contract as a result of this Change Order for a total contract duration of one hundred twenty-five (125) days. The original contract duration was ninety-five (95) days.

**HNTB Corporation**  
Victor M. Vargas, P.E.









**CobbFendley**  
TIPPLE NO. 1-274 / TIPPLE NO. 100487  
5103A 9986 / 1003A 100487  
AUSTIN, TEXAS 78752  
WWW.COBBFENDLEY.COM

CROSS SECTIONS - RM 3237  
WINTERS MILL PKWY AT RM 3237  
HAYS COUNTY, TX



PROJ. NO. 100487  
DESIGNER: J. HARRISON  
CHECKED: J. HARRISON  
DATE: 12/29/2022

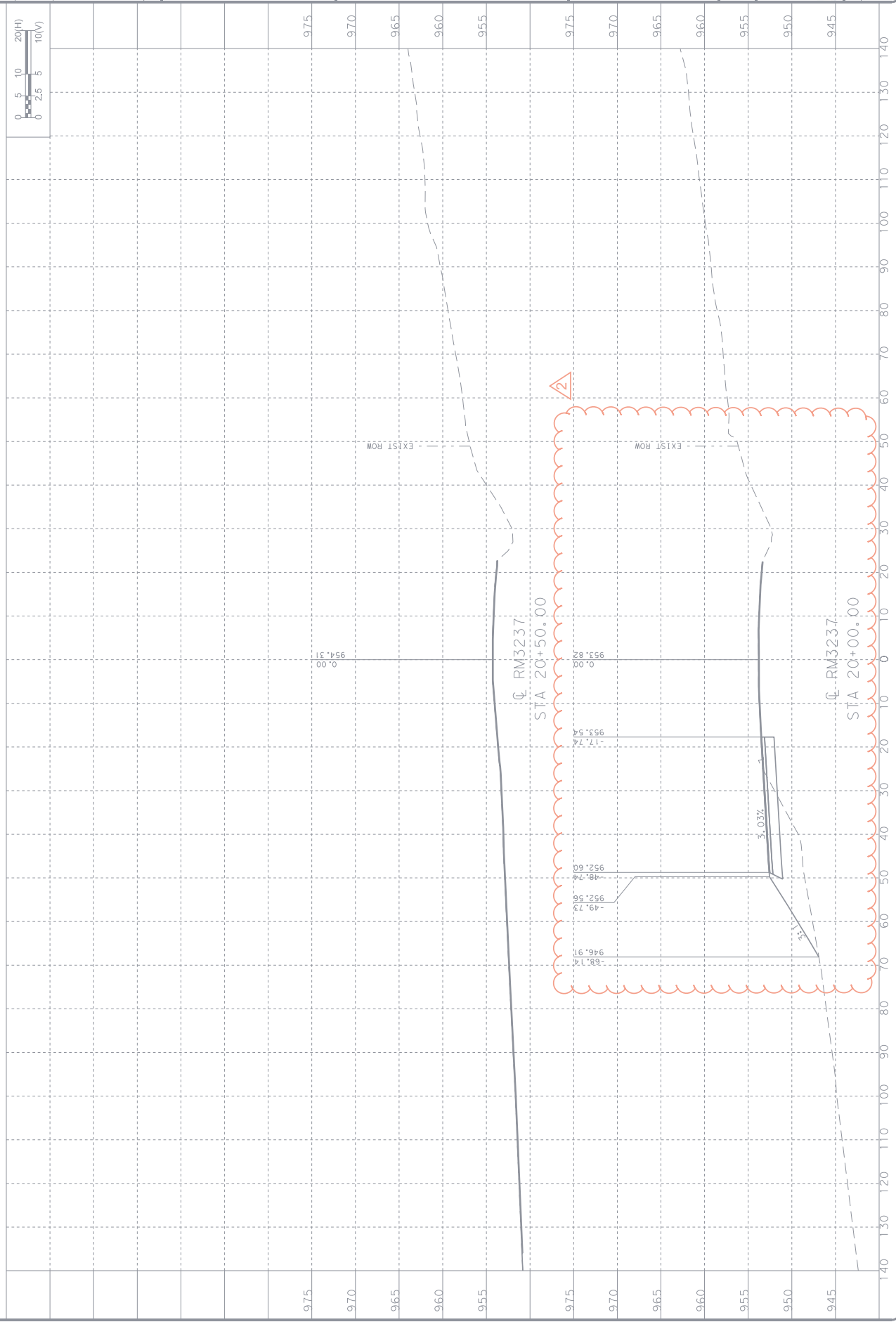


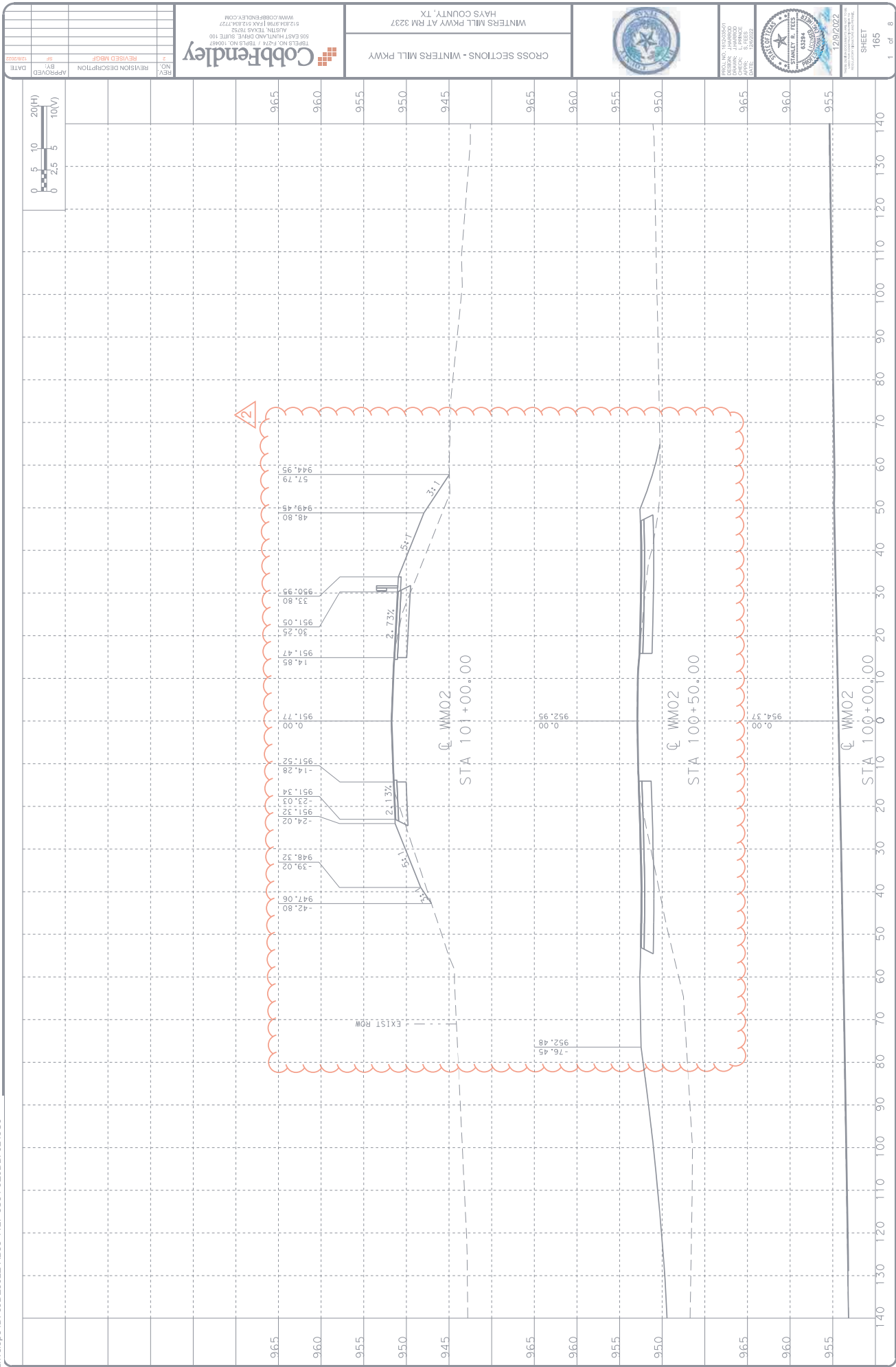
12/29/2022  
SHEET 151  
7 of 20



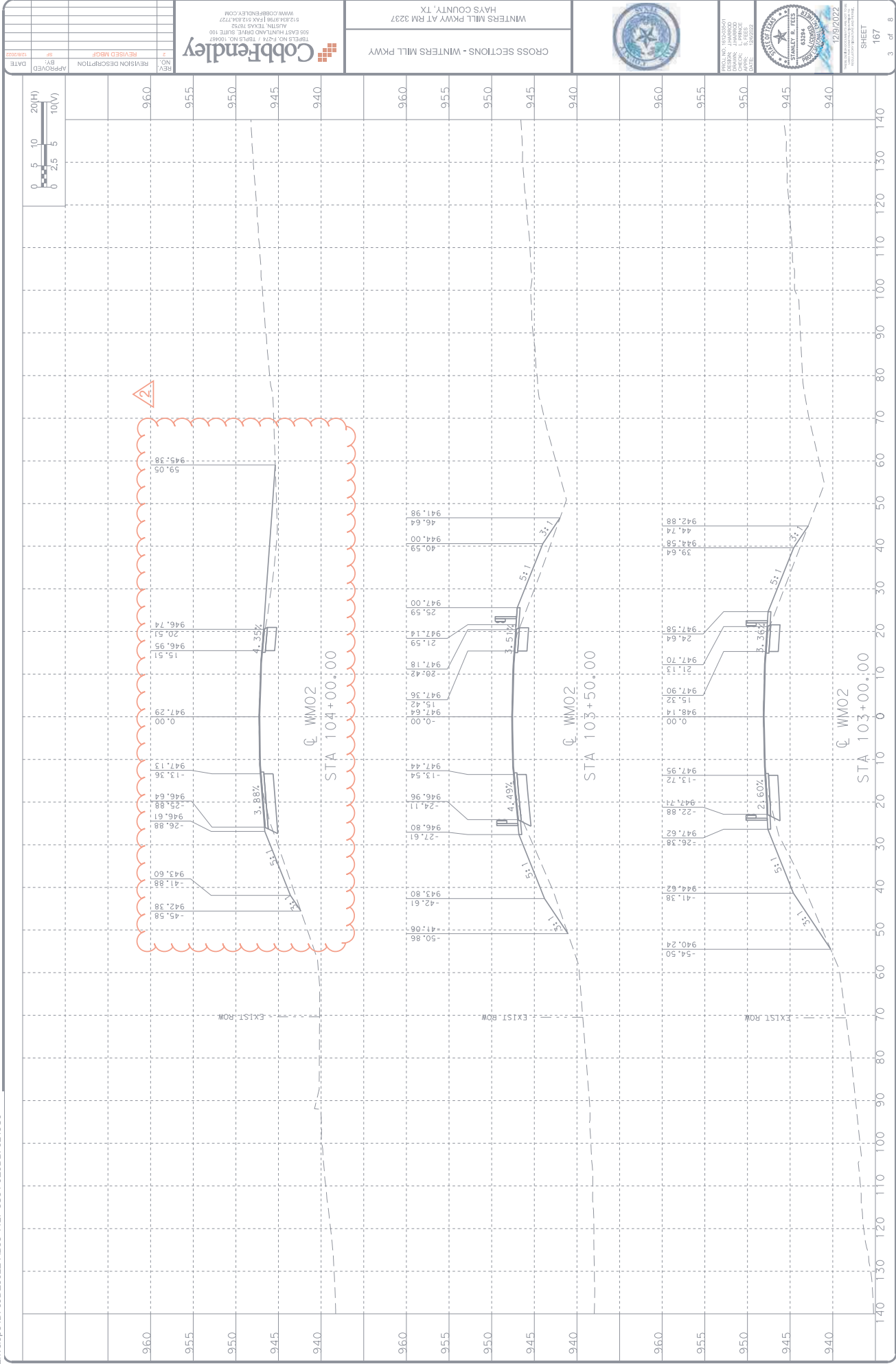






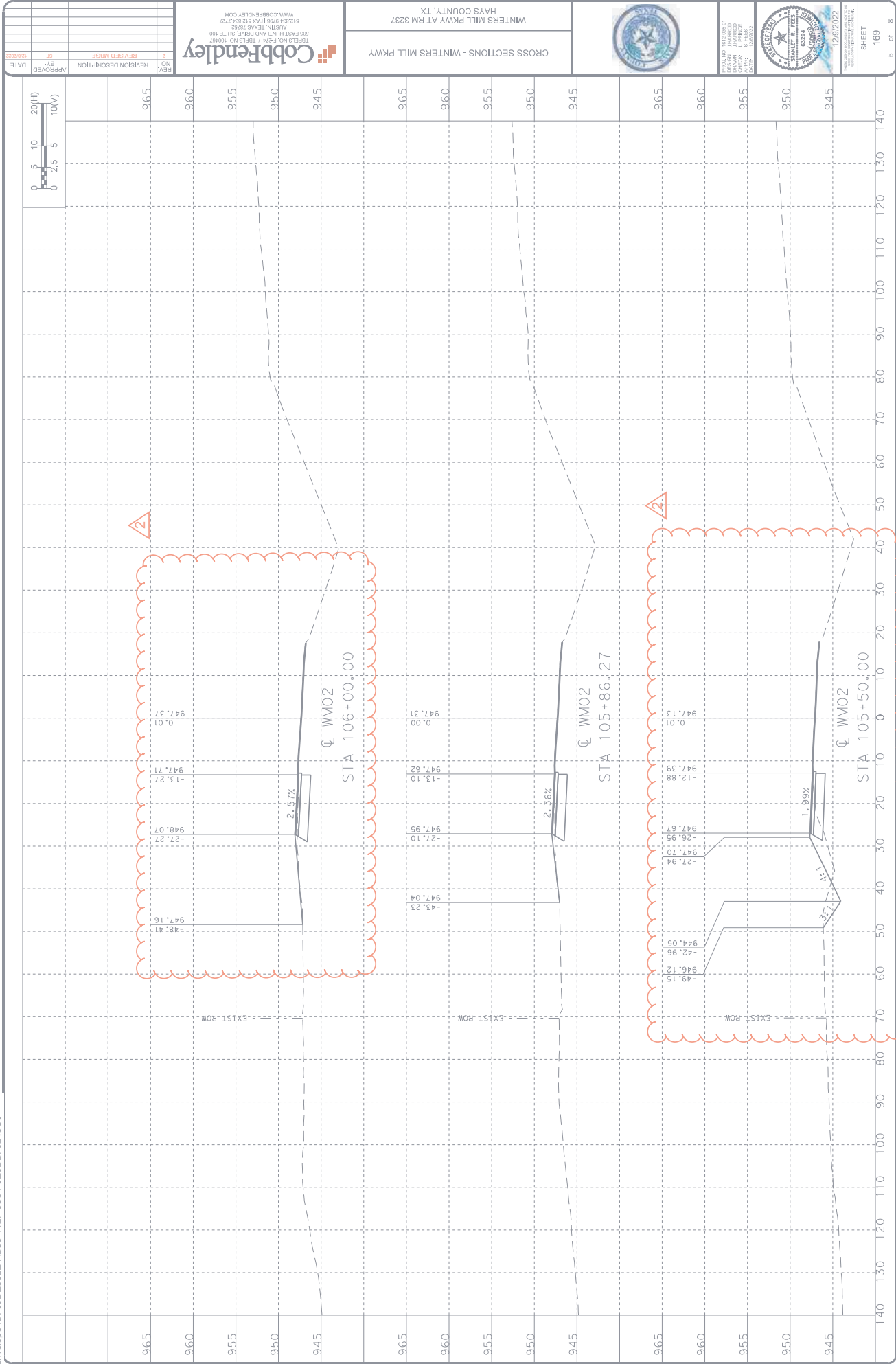


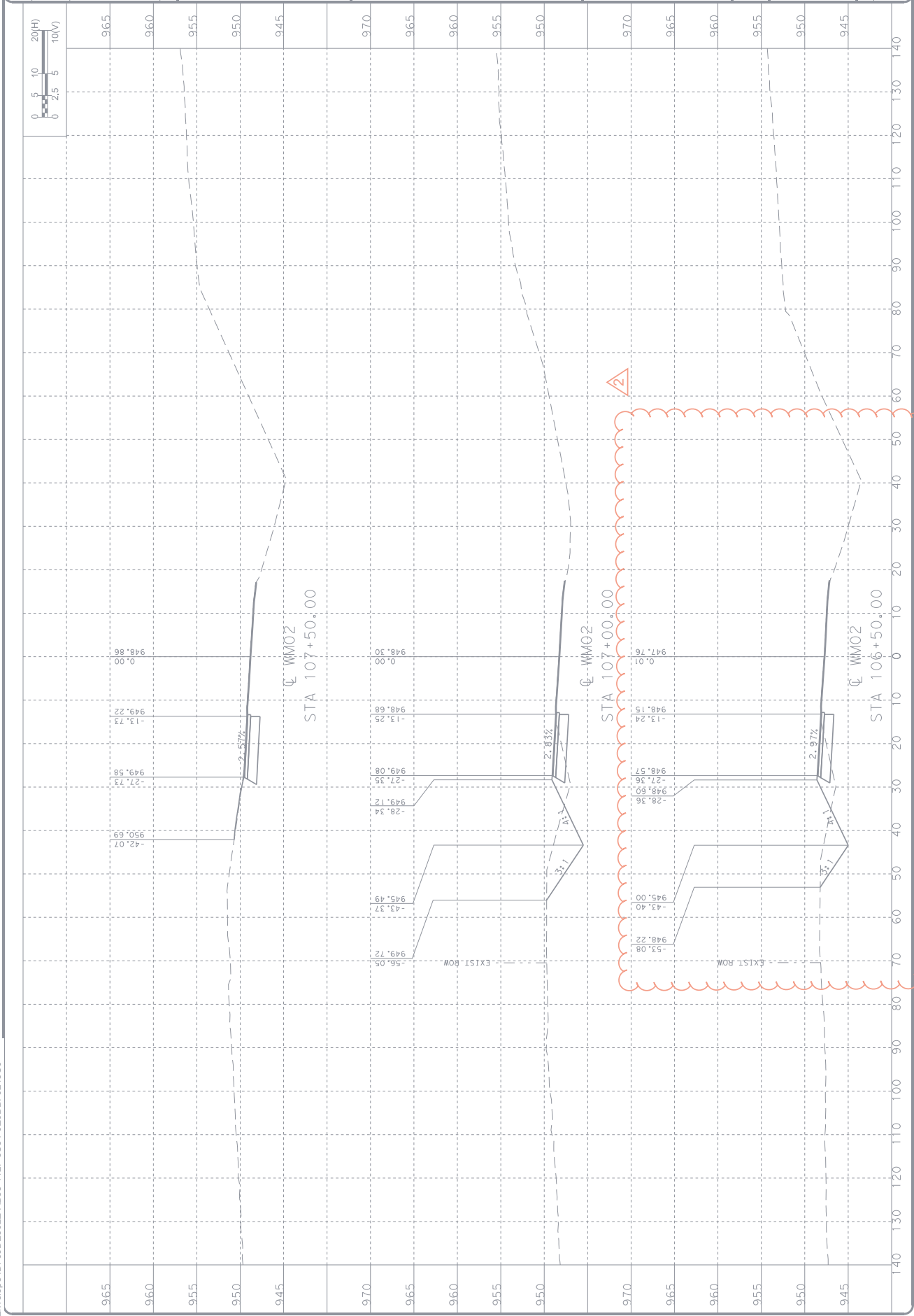














## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Hold a public hearing with possible action to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive. **INGALSBE/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Christopher Drive.

---

### Attachments

Christopher Drive Map



Christopher/Jennifer Stop Sign

Legend





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace. **INGALSBE/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Skyview Terrace.

---

### Attachments

Skyview Terrace Map



Speed Bumps Sparrow @ Skyview Terrace

Legend





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road. **INGALSBE/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Green Pastures Road.

---

### Attachments

Green Pastures Map



# Green Pasture/Skyview Terrace Stop Sign Placement

Legend





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Hold a public hearing and possible action to establish a 3-way stop at the intersection of Miller Lane and Country Lane. **INGALSBE/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Country Lane.

---

### Attachments

Country Lane Map



# Miller Ln / Country Ln Stop Signs

Green Pastures Sub.

Legend  
Miller Ln



Google Earth

200 ft



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

---

### Agenda Item

Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**

### Summary

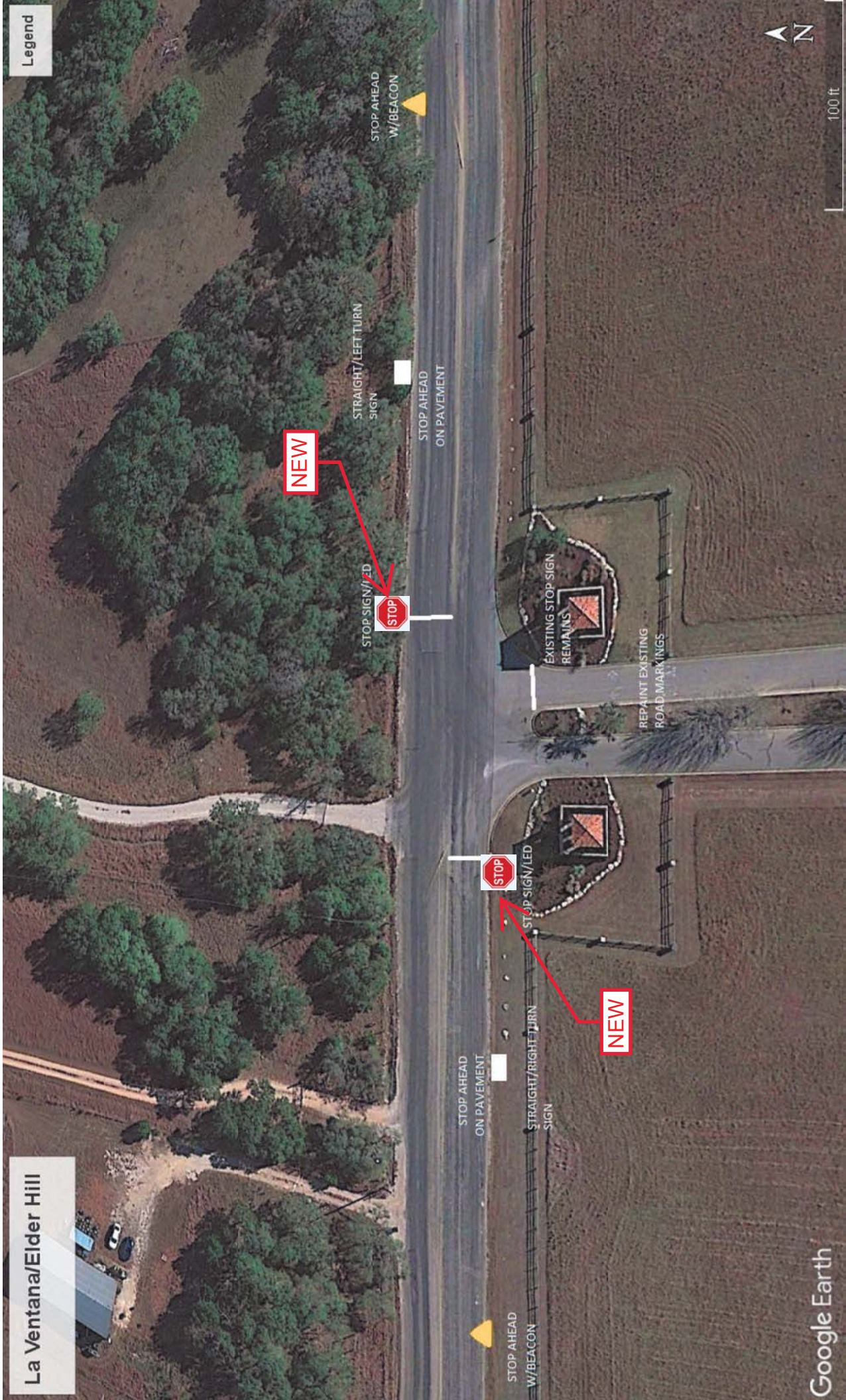
In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Elder Hill Road.

---

### Attachments

La Ventana Map







## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

---

### Agenda Item

Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 4-way stop at the intersection of Hillside Terrace, Green Meadows Lane, and Heron Drive. **COHEN/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Green Meadows Lane and Heron Drive.

---

### Attachments

Green Meadows Map



**Hillside Terrace/Green Meadows Ln**

4-way stop





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

---

### Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements of the 3-year maintenance bond #800155699 in the amount of \$121,454.95 for Anthem subd., Phase 4A.

COHEN/BORCHERDING

### Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

---

### Attachments

Anthem 4A Release

Anthem 4A Letter





## MAINTENANCE BOND

BOND NO. 800155699

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and  
Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto \_\_\_\_\_  
Hays County, Texas  
as Oblige in the sum of One Hundred Twenty-one Thousand Four Hundred Fifty-four And 95/100  
Dollars (\$ \$121,454.95 ) for which sum,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

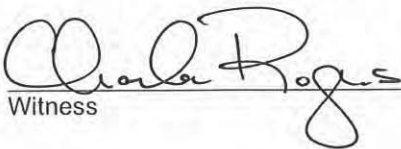
WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Principal entered into a contract with the  
Obligee for:  
Anthem Phase 4A Street Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material  
or construction that shall appear within Three (3) year(s) from the date of the substantial completion,  
( \_\_\_\_\_ ) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 19th day of April, 2023.

CC Carlton Industries, Ltd.

  
Witness

BY:

  
Principal

ITS:

President, CC Carlton Industries, Ltd.

Atlantic Specialty Insurance Company

BY:

  
Attorney-In-Fact John W. Schuler

  
Witness



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

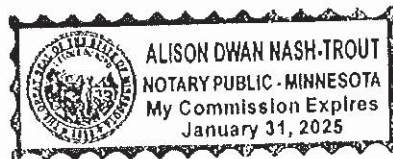
STATE OF MINNESOTA  
HENNEPIN COUNTY

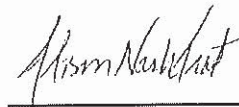


By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



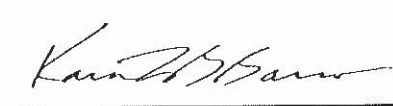
  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed, sealed and dated this 19th day of April, 2023

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

**1-800-321-2721**

You may also write to your Insurance Carrier  
at

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

1-781-332-7671

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

**1-800-252-3439**

You may write the Texas Department of  
Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su  
compañía de seguros para informacion o para someter  
una queja al:

**1-800-321-2721**

Usted tambien puede escribir a su compañía  
de seguros en:

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

1-781-332-7671

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

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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



CONSULTING. ENGINEERING. CONSTRUCTION.

April 18, 2023

Mr. Jerry Borcharding, P.E.  
County Engineer  
Hays County  
Yarrington Road  
San Marcos, Texas 78666

**RE: Engineer's Concurrence Letter  
Anthem Phase 4A Subdivision Project**

Mr. Borcharding:

On Wednesday, February 22, 2023, Atwell, LLC, made a final visual inspection of the Anthem Phase 4A Subdivision Project. A final walkthrough inspection with the contractor, C.C. Carlton Industries, Ltd., and Hays County staff members was conducted on Wednesday, January 25, 2023. Atwell, LLC personnel have also visited the project site during construction and observed that the infrastructure improvements were constructed in accordance with the approved plans, with insignificant deviations.

Anthem Phase 4A construction included street improvements, as well as sidewalks, storm sewer lines, water distribution system lines, and wastewater collection system lines including both gravity and force main lines. The sidewalks within Phase 4A will be maintained by Anthem MUD. The operation and maintenance of the drainage system improvements constructed as part of the Phase 4A project are also the responsibility of Anthem MUD. Water and wastewater system operation and maintenance within the Phase 4A area is the responsibility of the City of Kyle.

All known punch list items identified during the final walk through have been addressed.

I, therefore, verify the adequate completion of the subdivision infrastructure improvements.

If you should have any questions pertaining to this project or if you need further explanation, please feel free to call me at (512) 904-0505.

David Fusilier, PE  
Senior Project Engineer  
Atwell, LLC  
TBPE Firm #12242

04/18/2023





**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

July 18, 2023

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

RE: Anthem subdivision, Phase 4A

Dear Commissioners and Judge:

David Fusilier, P.E. with Atwell, LLC, is requesting that Hays County accept construction of the roads and drainage improvements for Anthem subdivision, Phase 4A, accept the 3-year maintenance bond #800155699 in the amount of \$121,454.95. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

A handwritten signature in blue ink, reading "Jerry H. Borcharding".

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Efren Chavez, County Planner

Sponsor:

Commissioner Shell

---

### Agenda Item

PLN-2248-PC; Call for a Public Hearing on August 1st, 2023 followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat. **SHELL/PACHECO**

### Summary

Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat is a recorded subdivision plat consisting of 3 lots across 10.258 acres located along Days End Rd. and Hummingbird Ln. in Wimberley and in Precinct 3. Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

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### Attachments

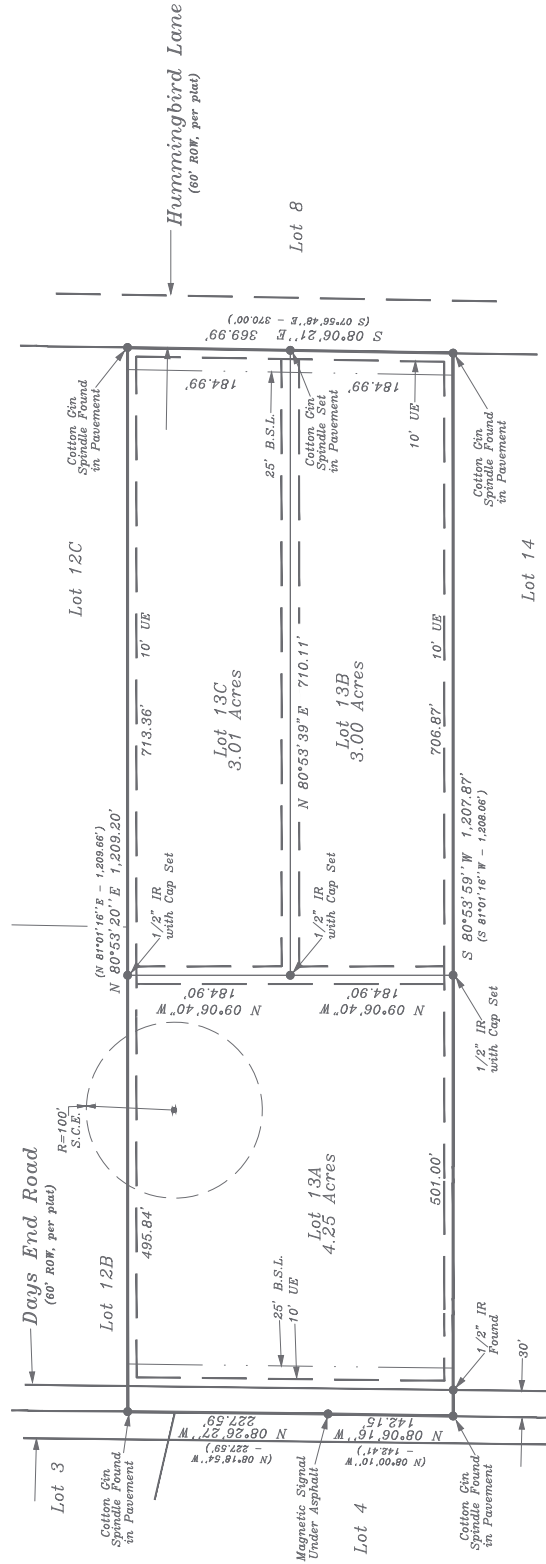
Plat

Location Map

Cover Letter



**REPLAT OF LOT 13, BLOCK 1,  
BURNETT RANCH SECTION 4  
ESTABLISHING LOTS 13A, 13B & 13C, BLOCK 1  
BURNETT RANCH SECTION 4  
HAYS COUNTY, TEXAS**



Scale  
1" = 100'

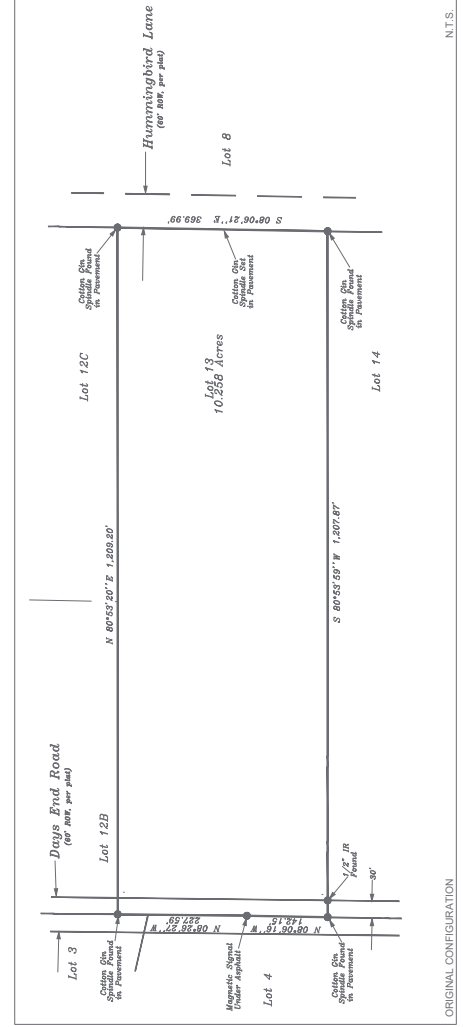
Legend	
OPRHC Official Public Records of Hays County	PVC Stub-up
HCPG Hays County Plat Records	SEI Sanitary Control Easement
HCPG Hays County Deed Records	BSL Building Setback Line
( ) Data from recorded subdivision plat	UE Utility Easement
V. / F. 355 - HCPG	ROW Right of Way
Overhead Powerline	Powerpole

MAY 25, 2023  
ENGINEER:



SURVEYOR:  
**HAYES SURVEYING, LLC**  
202 SUNFLOWER DRIVE  
KYLE, TEXAS 78640  
512-738-0511

TRIPLES REGISTRATION #18193279  
SHEET 2 of 2



PLAN 57xx  
SM-23-1116000

ORIGINAL CONFIGURATION

NTS



## Hays CAD Web Map

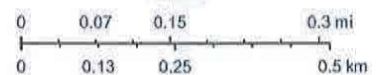


7/20/2023, 1:16:32 PM

☐ Abstracts Parcels

— Street Centerlines

1:9,028



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## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** July 25<sup>th</sup>, 2023

**Requested By:** Marcus Pacheco, Director

**Prepared By:** Efren Chavez, County Planner

**Department Director:** Marcus Pacheco

**Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### **AGENDA ITEM LANGUAGE:**

PLN-2248-PC; Call for a Public Hearing on August 8th, 2023 followed by discussion and possible action regarding the Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat is a recorded subdivision plat consisting of 3 lots across 10.285 acres located along Days End Rd. and Hummingbird Ln. in Wimberley and Precinct 3.
- B) Water utility will be accomplished by private wells.
- C) Wastewater utility will be accomplished by individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on August 8<sup>th</sup>, 2023 and Commissioners Court final determination based on the staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Plat

Location Map





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Discussion and possible action to authorize the County Judge to execute a new Participating Addendum and Statement of Work between Hays County and Securus Technologies, LLC pursuant to the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #99SWC-NV22-13387 related to Inmate Kiosks and Communications at the Hays County Jail. **INGALSBE/CUTLER**

### Summary:

The Hays County Jail currently utilizes Securus Technologies, LLC. for Inmate Kiosks and Communications pursuant to NASPO ValuePoint's Master Agreement #99SWC-S26. The Master Agreement #99SWC-S26 is set to expire on July 31, 2023, and has no remaining renewals. NASPO ValuePoint has secured a new contract with Securus Technologies, LLC. for Inmate Communications #99SWC-NV22-13387. As required, Hays County has received authorization from the Director of the Texas Statewide Procurement Division, Bobby Pounds, to utilize the NASPO ValuePoint Master Agreement with Securus Technologies, LLC. by way of a Participating Addendum.

### Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-03.4612

### Budget Office:

Source of Funds: Revenue contract

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, NASPO ValuePoint's Master Agreement #99SWC-NV22-13387

G/L Account Validated Y/N?: Yes, Inmate Phone Service Commission

New Revenue Y/N?: Revenue is Budgeted during the Annual Budget Process

Comments:

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### Attachments

PA - Securus Technologies

Exhibit A - Scope of Work

Securus Master Agreement



INMATE COMMUNICATIONS  
Led by the **State of Nevada**

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Master Agreement #: 99SWC-NV22-13387  
Contractor: Securus Technologies, LLC  
Participating Entity: HAYS COUNTY, TEXAS

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between Hays County, Texas and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



INMATE COMMUNICATIONS  
Led by the **State of Nevada**

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**CONTRACTOR:**

Name:	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
Address:	4000 International Parkway, Carrollton, Texas 75007
Telephone:	972-277-0300
Fax:	972-277-0514
Email:	<a href="mailto:bpickens@securustechnologies.com">bpickens@securustechnologies.com</a>

**PARTICIPATING ENTITY:**

Name:	Hays County, Texas
Address:	712 S. Stagecoach Trail, Ste. 1071, San Marcos, TX 78666
Telephone:	512-393-2283
Fax:	
Email:	<a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a>

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- *See Exhibit "A" – Statement of Work*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. ***"Reserved"***.

6. **Subcontractors**: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders**: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless

NASPO ValuePoint  
PARTICIPATING ADDENDUM



INMATE COMMUNICATIONS  
Led by the **State of Nevada**

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the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:	Signature:
Name: Ruben Becerra	Name:
Title: Hays County Judge	Title:
Date:	Date:

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

**Statement of Work  
Hays County, Texas Participating Addendum  
NASPO Master Agreement #99SWC-NV22-13387  
HAYS COUNTY LAW ENFORCEMENT CENTER (TX)**

This Statement of Work ("SOW" and/or "Agreement") is by and between Hays County, Texas ("Customer") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.), ("Provider") and is made pursuant to the Participating Addendum entered into by County and Contractor relating to NASPO Master Agreement #99SWC-NV22-13387 (the "Participating Addendum"). This SOW is effective as of the last date signed by either party (the "Effective Date").

1. Term. The Agreement begins on the Effective Date and ends on July 31, 2028 (the "Initial Term"), provided that the NASPO Master Agreement is renewed accordingly. In the event the NASPO Master Agreement is not renewed accordingly, this Agreement shall terminate upon the termination of the NASPO Master Agreement. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the services described in this SOW to Customer after the expiration or earlier termination of this SOW. Any and all termination provisions detailed in the NASPO Master Agreement shall continue to apply.
2. Applications. This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated herein under Products and Services. In the event of any conflict between this Agreement and any other document, this Agreement will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion (the "Updates"), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
3. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
4. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
5. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer Data for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.
6. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in

the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such services, including without limitation, Customer's employees, agents, or subcontractors.

7. Third-Party Software. If applicable, Customer is the license holder of any third-party software products Provider obtains on Customer's behalf in connection with the Applications, and Customer authorizes Provider to provide the third-party software and agree that Provider may agree to the third-party End User License Agreements ("EULAs") on Customer's behalf. Customer's rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between Customer and the third party as a condition which must be fulfilled prior to deployment.

8. Express Warranties. Provider offers the following express warranties in connection with the Applications. Additional warranties may be provided in the attached Application Schedules:

- a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the Customer. When express warranties are applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
- c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 11.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

10. Products and Services. Pursuant to the Participating Addendum, Provider will provide the products and services described herein during the Term of the SOW. All services in this SOW are included and described in greater detail in Provider's NASPO contract.



## **TELEPHONE SERVICE**

### **I. Telephone Service**

Provider will provide telephone services for use by incarcerated end users and their friends and family and Provider's Secure Call Platform for all Customer facilities at no cost to Customer. Provider will charge the calling rates in the following chart:

<b><u>Intrastate Calls*</u></b>	<b><u>Interstate Calls*</u></b>	<b><u>All Call Types International*</u></b>
\$0.19 per minute	\$0.19 per minute	\$0.19 per minute

\*Plus applicable taxes, fees, and the following features described in Footnote 1 of the Phones tab of Provider's cost proposal: Account Activator, Prepaid Collect Funding, Postpaid Collect – Direct Bill, AdvanceConnect Single Call, and Securus Debit.<sup>1</sup> In the event Securus Debit functionality is deployed, Provider will invoice Customer on a weekly basis for all funding amounts transferred from end users' facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt. These call rates are built using the selected options in this SOW plus the NASPO base rate provided for by the Participating Addendum based on annual minutes of system usage. These call rates may be subject to an annual adjustment in the event Customer's annual minutes of system usage results in a change in the base rate provided for via the NASPO documents incorporated into the Participating Addendum.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties and may incur additional charges.

Provider will store call recordings for a period of 90 days from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide 2 free 15-minute calls per incarcerated individual per month at no cost to the Customer.

### **II. Standard Investigative Tools**

Provider will provide the investigative tools selected by Customer in the table below:

<b><u>Investigative Tool</u></b>	<b><u>Description</u></b>
Voice Biometrics (Investigator Pro)	Call Voice Biometrics is a feature that will identify all incarcerated end users on a phone call using voice biometric technology.
THREADS with SCP	Analytical software integrated into SCP - with automatic upload and analysis of calling records, trust account funding data along with easy import of retrieved contraband cell phone data - plus much more.
ICER	Identifies communications between incarcerated users wherever and whenever they happen. Automatic detection and reporting of conversations within a facility or between facilities when incarcerated users are calling same or different numbers.
Cell Phone Call Indication	Cell Phone Call Indication is a feature of SCP that identifies - in the call detail record - a call made to a cell phone by providing the user a wireless icon indicating call to cell phone.

### **III. Corrections Solutions**

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<sup>1</sup> Securus Debit is the new product name for Inmate Debit.

Provider will provide the Corrections Solutions selected by Customer in the table below:

<b><u>Corrections Solution</u></b>	<b><u>Description</u></b>
Automated Information Services (AIS) <sup>2</sup>	Automated Interactive Voice Response (IVR) system for auto answer of routine questions, with optional voicemail and trust and/or account funding.
Video Relay Service (VRS)	Deployment of hardware and kiosk application that is integrated with SCP, allowing for the same call controls (PIN's/PAN's and other security features) as a phone call and integrated with the SCP's recording and monitoring system.

## **KIOSKS**

### **I. Kiosk Hardware**

Provider will continue to provide the currently deployed Securus Video Connect terminals and applications.

Provider will provide the kiosk hardware in the table below:

<b><u>Type of Unit</u></b>	<b><u>Number</u></b>
Turnkey Kiosk (Video Visitation Terminals)	28 Single Handset (Inmate)
Tablets	

### **II. Kiosk Applications**

Provider will provide the kiosk applications in the table below:

<b><u>Application</u></b>	<b><u>Cost to End User</u></b>
Email / Secure Messaging (including attachments)	\$0.30
Securus Video Connect	\$4.99 per 20-minute session <sup>3</sup>
Video Gram	\$0.75
Snap and Send	\$0.25
Greeting Cards	\$0.25
Free Request to Send Money	None
Free messaging for friend and family when funding an account	None
Forms (Grievance)	None
Handbook (.PDF)	None
Law Library Access	Free to direct user, but cost was taken into account in calculating the call rates in this SOW.
Internal Communications	None
Commissary Ordering	None
GED Prep Education / Self-Improvement	Free to \$12.95 per student

<sup>2</sup> Standard fees will apply for optional funding and voicemail.

<sup>3</sup> Provider will store Securus Video Connect sessions for a period of 30 days.

	Free self-improvement materials <sup>4</sup>
Jobview	None
Release Cards	

Remote Attorney SVC Sessions. Provider will provide free remote attorney visitation sessions at no cost to Customer. Such attorney visitation sessions are unlimited in quantity and are non-recorded. Attorneys will be required to set their account as private.

The cost of the kiosks and associated kiosk applications was considered and included in setting the rates and other compensation provided for under this SOW.

#### **WORD ALERT**

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

In exchange for Word Alert, Customer will pay Provider a monthly cost of \$0.01 times the total number of recorded and completed call minutes for that month, which will be deducted from compensation otherwise owed by Provider to Customer under the Agreement commencing upon deployment. Any applicable taxes and fees will be charged to the Customer, if any.

#### **TABLETS**

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25-unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

#### **TABLET TERMS AND CONDITIONS:**

Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated individuals whom Customer knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

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<sup>4</sup> Details will be negotiated on a case-by-case basis based on package Customer chooses (price could come all the way down to free).

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND WITHOUT REQUIRING THE ESTABLISHMENT OF A SINKING FUND, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED INDIVIDUALS' MISUSE OF THE TABLETS.

### **FIELD SERVICE TECHNICIAN**

Provider will provide one full-time Field Service Technician through the term of the Agreement at no cost to Customer. The Field Service Technician will be onsite at the Hays County facility as the primary point of contact for managing the daily services and support needs of the Facility, including the provision of maintenance and repairs on the various Securus equipment, providing tablet support, and ensuring data integrity and proper system functionality of all Securus onsite products.

### **INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE**

Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, ICER, Word Alert and the investigative features of any other Provider product (collectively, the "Selected Applications").

Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS.**" Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED “AS IS.” PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND WITHOUT REQUIRING THE ESTABLISHMENT OF A SINKING FUND, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

#### **CUSTOMER COMPENSATION**

Telephone Service Commission. Provider will pay commission (the “Commission”) based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. “Gross Revenues” means all gross billed revenues relating to completed collect and Securus Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For Securus Debit calls, Provider reserves the right to deduct call credits from Gross Revenue.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the “Payment Date”). Your payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

#### **FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Commission Percentage	Commission Payment Address
Hays County Law Enforcement Center 1307 Uhland Road San Marcos, TX 78666	40%	Hays County Government Center Attn; Auditor's Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, TX 78666

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide telephone services to incarcerated end users in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

Tablet Commission. For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the rental of personal tablets and the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable

taxes/fees/surcharges. The subscription fee and premium content fees can be paid by using either Securus Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

Video Connect Service Commission. Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid Securus Video Connect sessions placed to Customer's Facility. Provider reserves the right to deduct session credits from revenue calculations. Provider will pay SVV payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

eMessaging Service Commission. Provider will pay Customer a commission of 20% on each redeemed stamp based on the stamp book price (excluding any applicable taxes/fees/surcharges). A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

11. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in this SOW, at Customer's option, Customer may request that compensation and rates under the SOW be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the SOW. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

12. Inflation Adjustments. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' written notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under this Agreement. Upon such notice of a cost increase that exceeds 3% of current costs, Customer may immediately terminate this Agreement without penalty.

13. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

14. Uncontrollable Circumstances. The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the Customer in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond Provider's control (including, but not limited to, a change in the scope of Provider's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions Customer takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact Provider's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to Provider's pricing or modification of the Application offerings under the Agreement. Provider will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of Provider to adjust pricing set forth in this Agreement. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.



15. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

**EXECUTED as of the Effective Date.**

<u>CUSTOMER:</u> Hays County, Texas  By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, LLC  By: _____ Name: _____ Title: _____ Date: _____
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**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

NASPO/STATE OF NEVADA MASTER AGREEMENT

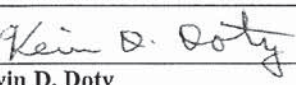

Master Agreement Number:	99SWC-NV22-13387
Solicitation Number:	99SWC-S1154
Title:	Inmate Communications

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Heather Moon, Purchasing Officer II		
Phone:	775-684-0179	Email:	hmoon@admin.nv.gov

Contractor:	Securus Technologies, LLC		
Address:	4000 International Parkway		
City, State, Zip Code:	Carrollton, TX 75007		
Contact:	Alex Yeo, Chief Revenue and Product Officer		
Phone:	204-229-5378	Email:	alex.yeo@aventiv.com

1. **SCOPE.** This purpose of this Master Agreement is to provide Inmate Communications. Awarded: Category 2 – Inmate Kiosks and Tablets; Category 3: Inmate Phones. Contractor agrees to comply with all requirements, specifications, terms, and conditions set forth herein.
2. **TERM.** 01/01/2023 - 12/31/2025 unless terminated early or extended in accordance with the terms and conditions of this Master Agreement. Renewal options (if any): Three (3) additional periods of one (1) year each.
3. **ATTACHMENTS**
  - 3.1. The following documents are incorporated in descending order of constructive precedence.
    - A. Attachment A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
    - B. Attachment B: INSURANCE SCHEDULE
    - C. Attachment C: SCOPE OF WORK
    - D. Attachment D: COST SCHEDULE
    - E. RFP SOLICITATION AND AMENDMENTS, incorporated by reference but not attached
    - F. VENDOR RESPONSE, incorporated by not attached
  - 3.2. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Master Agreement are also incorporated herein.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this Master Agreement to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Master Agreement shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Securus Technologies, LLC
Signature: 	Signature: 
Name: Kevin D. Doty	Name: Alex Yeo
Title: Administrator	Title: Chief Revenue and Product Officer
Date: 11/16/22	Date: 11/16/2022



# ATTACHMENT A NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS





## ATTACHMENT A

### NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

#### I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.



## II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional periods of one (1) year each at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

## III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
  - 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
  - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

## IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the



## NASPO/STATE OF NEVADA MASTER AGREEMENT

respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.



- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### **5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

### **5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract

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administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

**5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

**5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## VI. Pricing, Payment & Leasing

**6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

**6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.

**6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.



## NASPO/STATE OF NEVADA MASTER AGREEMENT

- 6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4 No retroactive adjustments to prices or rates will be allowed.
- 6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## VII. Ordering

- 7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
  - 7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
  - 7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
  - 7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
  - 7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.



## NASPO/STATE OF NEVADA MASTER AGREEMENT

- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
  - 7.6.2** A shipping address and other delivery requirements, if any;
  - 7.6.3** A billing address;
  - 7.6.4** Purchasing Entity contact information;
  - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
  - 7.6.6** A not-to-exceed total for the products or services being ordered; and
  - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

**X. Warranty**

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made



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known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

### XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

### XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
  - 12.2.1.2** specified by the Contractor to work with the Product;
  - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the



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Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

- 12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### XIII. Insurance

- 13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
  - 13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
  - 13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.



**XIV. General Provisions**

**14.1 Records Administration and Audit**

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

**14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
  - 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
  - 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
  - 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
  - 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially



reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

**14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6** **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

### **14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4** **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.



- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
  - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
  - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;



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14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### 14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### 14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any

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Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.



# ATTACHMENT B INSURANCE SCHEDULE

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this master agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this master agreement and in no way limit the indemnity covenants contained in this master agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

**2. Automobile Liability - can be waived if contract does not involve use of motor vehicle.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.	
Combined Single Limit (CSL)	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

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Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### 4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this master agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this master agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this master agreement is completed.

### 5. Network Security (Cyber) and Privacy Liability:

#### For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this master agreement.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this master agreement.

### 6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit \$500,000

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.



NASPO/STATE OF NEVADA MASTER AGREEMENT

- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
  - c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
  - d. The bond or policy shall not contain a condition requiring an arrest and conviction.
  - e. Policies shall be endorsed to provide coverage for computer crime/fraud.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this master agreement.
  - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this master agreement shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Nevada State Purchasing, Attn: Heather Moon, 515 E. Musser Street, Suite 300, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this master agreement .
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this master agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this master agreement must be in effect at or prior to commencement of work under this master agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this master agreement or to provide evidence of renewal is a material breach of master agreement.

All certificates required by this master agreement shall be sent directly to **Nevada State Purchasing, Attn: Heather Moon, 515 E. Musser Street, Suite 300, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this master agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

NASPO/STATE OF NEVADA MASTER AGREEMENT

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this master agreement shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal master agreement amendment, but may be made by administrative action.



# ATTACHMENT C

# SCOPE OF WORK



Inmate  
Communications SOW

# ATTACHMENT D COST SCHEDULE



Securus response to  
RFP 99SWC S1154 Co.



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

CUTLER

Sponsor:

Commissioner Ingalsbe

---

### Agenda Item:

Discussion and possible action authorizing the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office. **INGALSBE/CUTLER**

### Summary:

The current contract for the benefit of the Hays County Sheriff's Office is set to expire on July 31, 2023. This new contract will be for one year in the amount of \$1,500. This contract assists investigators in locating witnesses, defendants, and victims associated with criminal and civil investigations.

### Fiscal Impact:

Amount Requested: \$250 (FY23)  
\$1,500 (annually)  
Line Item Number: 001-607-00.5448

### Budget Office:

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

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Information Release Contract  
G/L Account Validated Y/N?: Yes, Contract Services  
New Revenue Y/N?: N/A  
Comments:

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### Attachments

TWC for SO

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**TEXAS WORKFORCE COMMISSION**

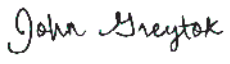
	<b>TWC Contract Number</b>	<b>2923EDE070</b>
<b>TITLE</b>	<b>INFORMATION RELEASE CONTRACT</b>	
<b>Recipient</b>		
Name	<b>Hays County for the benefit of Hays County Sheriff's Office</b>	
Street Address	<b>810 S. Stagecoach Trail</b>	
City/State/Zip	<b>San Marcos, Texas 78666</b>	
Telephone Number	<b>(512) 393-7822</b>	
<b>Contract Period</b>		
This Contract shall begin on August 1, 2023 ("Begin Date") and shall terminate on July 31, 2024 ("End Date"), unless all parties have not executed this Contract before August 1, 2023, in which case the Begin Date will be the date on which the last signature occurs. With mutual consent each year, this Contract may be renewed for subsequent one (1) year terms but with a maximum of four (4) renewals. The total term of this contract must not exceed five (5) years.		
<b>Funding Information</b>		
The total amount of this Contract will not exceed the sum of		<b>\$1,500.00</b>
<b>Remarks</b>		
This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.		
<b>Summary</b>		
<p>Information to be provided by TWC will include:</p> <ul style="list-style-type: none"> <li>• wage records (WR),</li> <li>• unemployment compensation claim benefit data (UI),</li> <li>• employer master file (ER) inquiry.</li> </ul> <p>Type of Access: Online access only</p> <p>Number of online users and rate: 1-10 for \$1,500/year for 1 (one) year.</p> <p>Prior contract reference: This contract replaces and supersedes all previous contracts, including 2922PEN060.</p>		

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**Signature Authority**

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval	Recipient Approval
Agency: <b>Texas Workforce Commission</b>	Recipient: <b>Other Party Name</b>
 <div style="text-align: right;">7/10/2023</div>	
<div style="display: flex; justify-content: space-between;"> <span>John Greytok</span> <span>Date</span> </div> <div>Senior Adviser to the Executive Director</div>	<div style="display: flex; justify-content: space-between;"> <span>Ruben Becerra</span> <span>Date</span> </div> <div>Hays County Judge</div>



TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

## TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	<i>Intentionally omitted</i>
Attachment F	Certificate of Destruction for Contractors and Vendors
Attachment G	Quarterly Self-Assessment Report
Exhibit 1	TWC Data Exchange Request and Safeguard Plan

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**TEXAS WORKFORCE COMMISSION**  
**INFORMATION RELEASE CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

**SECTION 1 – Purpose and Legal Authority**

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission (“Agency”) and the Recipient identified on the cover page (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A**.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

**SECTION 2 – Term, Termination, and Amendment**

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

**SECTION 3 – Consideration**

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

**SECTION 4 – Protecting the Confidentiality of TWC Information**

- 4.1 “TWC Information” means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

## **SECTION 5 – Records and Audit**

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

## **SECTION 6 – Breach of Agreement, Default, and Remedies**

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

## **SECTION 7 – Miscellaneous**

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

Remainder of page intentionally left blank.

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
HAYS COUNTY FOR THE BENEFIT OF HAYS COUNTY SHERIFF'S OFFICE**

**STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

**SECTION 2 – Obligations of Agency**

- 2.1 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.
- 2.2 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.
- 2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

**SECTION 3 – Obligations of Recipient**

- 3.1 Online Access.
  - 3.1.1 Direct Oversight of Users. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts (“Users,”) are direct Recipient employees.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.1.2 Annual Fee and Payment. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) calendar days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a "local entity", Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.3 User Documents. All prospective online Users must execute a Texas Workforce Commission User Agreement ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").
- 3.1.4 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement ("User Agreement"), Attachment C and the Security Training certificate with a completed Transmittal Cover Sheet ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements, which are subject to on-site and desk review audits.
- 3.1.5 Annual User Renewal. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted with a completed Cover Sheet no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.
- 3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.7 Monthly Review. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The documentation of the review process should be maintained on file for review by Agency upon request.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.1.8 Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.
- 3.1.9 Changes to TWC Information Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.10 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.
- 3.2 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.
- 3.2.1 Offline Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.
- 3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.
- 3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.
- 3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.
- 3.3 Additional Requirements.
- 3.3.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.
- 3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.3.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

- 3.3.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation, and audit by Agency.
- 3.3.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment G, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.
- 3.3.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.3.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.3.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

## SECTION 4 – Contact Persons

- 4.1 Designation. The Parties designate the primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

### Agency Contact Person

#### Contract Management Team

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

External Data Exchange Contracts (EDE)  
Procurement and Contract Services Department  
Texas Workforce Commission  
1117 Trinity Street, Room 342T  
Austin, TX 78701

Phone: (737) 400-5482  
Fax: (512) 936-0219  
Email: [DEContracts@twc.texas.gov](mailto:DEContracts@twc.texas.gov)

- 4.2 Notice. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

## **SECTION 5 – Parties Option for Extension and Effect on Other Contracts**

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

Remainder of page intentionally left blank.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

## Attachment B

## SAFEGUARDS FOR TWC INFORMATION

1. “Recipient” in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

“TWC Information” means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient’s records, files, or data compilations.
2. Monitoring. Recipient shall monitor its Users’ access to and use of TWC Information and shall ensure that TWC Information is used only for the following “Limited Purpose” as set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose(s) is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this Contract and incorporated for all purposes.
8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
  - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
  - 10.2 to another government entity, including a law enforcement entity;
  - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
  - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose(s); and
  - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information as required by 20 CFR Part 603 and* this Contract relating to safeguarding TWC Information and ensuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit AES encryption and the current FIPS 140 series encryption standards.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

## Attachment C

## TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, \_\_\_\_\_  
 (User's Printed Name) (User's Social Security Number)

\_\_\_\_\_  
 (User's work phone number) (Print User's work street address)

\_\_\_\_\_  
 (Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose(s)" only: to assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants and to assist in locating probation absconders. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose(s). I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense to knowingly access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to \$2,000 or up to \$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

\_\_\_\_\_  
Signature of User\_\_\_\_\_  
Date signed

**Supervisor Approval:** I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

\_\_\_\_\_  
Signature of Supervisor\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date signed**Approval of Contract Signatory or Contact Person named in Contract:**\_\_\_\_\_  
Signature of Contract Signatory or Recipient Contact Person\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date signed

**All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract. An incomplete User Agreement will be rejected.**

**TRANSMITTAL COVER SHEET  
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES  
AND EXISTING USER TRAINING CERTIFICATES**

To: **EAGLE Administration**

\_\_\_\_ via email to: [EAGLEsupport@twc.texas.gov](mailto:EAGLEsupport@twc.texas.gov)  
(Document must be scanned and **encrypted** before sending)

\_\_\_\_ via fax to: **512-463-6394**  
Number of pages including cover sheet: \_\_\_\_\_

\_\_\_\_ via mail to: **EAGLE Administration**  
Texas Workforce Commission  
101 East 15<sup>th</sup> Street, Room 0108  
Austin, TX 78778-0001

From: \_\_\_\_\_ (Recipient Contact Person)  
\_\_\_\_\_  
\_\_\_\_\_ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.

**For questions regarding the User Agreement, please email [EAGLEsupport@twc.texas.gov](mailto:EAGLEsupport@twc.texas.gov)**

Note: An incomplete User Agreement will be rejected

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Texas Workforce Commission  
**Certificate of Destruction for Contractors and Vendors**

**Attachment F**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. <a href="http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf">http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf</a>							
Contact Name		Title		Company Name and Address			Phone
You may attach an inventory of the media if needed for bulk media disposition or destruction.							
Media Type				Media Title / Document Name			
HARD COPY		ELECTRONIC					
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)							
Dates of Records							
Document / Record Tracking Number				TWC Item Number		Make / Model	Serial Number
Item Sanitization		CLEAR	Who Completed?		Who Verified?		
		PURGE	Phone		Phone		
		DESTROY	DATE Completed				
Sanitization Method and/or Product Used →							
Final Disposition of Media			Reused Internally		Destruction / Disposal		
			Reused Externally		Returned to Manufacturer		
		Other:					
<u>Comments:</u>							
If any TWC Data is <b>retained</b> , indicate the type of storage media, physical locations(s), and any planned destruction date.							
Description of TWC Data Retained and Retention Requirements:							
Proposed method of destruction for TWC approval:				Type of storage media?			
				Physical location?			
				Planned destruction date?			
Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used.  Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.							
Records Destroyed by:				Records Destruction Verified by:			
Signature		Date		Signature		Date	

**Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.**

Send the signed Certificate of Destruction to:  
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Texas Workforce Commission  
**Certificate of Destruction for Contractors and Vendors**

**Attachment F**

**INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.  
[http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf)

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy)**. Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e., crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.
6. Send the signed Certificate of Destruction to:

Texas Workforce Commission  
Information Security Office  
Room 0330A  
101 E. 15<sup>th</sup> Street  
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

[ciso@twc.texas.gov](mailto:ciso@twc.texas.gov)

Final Distribution of Certificate	Original to:	Chief Information Security Officer
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

## Attachment G

## QUARTERLY SELF-ASSESSMENT REPORT

**Failure to submit this report by due date can result in termination of all access to TWC Information.**

The period covered is -Year: \_\_\_\_\_ Quarter ☐ Q1, ☐ Q2, ☐ Q3, ☐ Q4

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following:

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Exhibit 1. Request and Safeguard Plan of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in <i>Safeguards for TWC Information</i> (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in <i>Safeguards for TWC Information</i> (Attachment B) and the TWC Contract.	Yes: __ No: __

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __
12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to <a href="mailto:EAGLEsupport@twc.texas.gov">EAGLEsupport@twc.texas.gov</a> .	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __
15. Do you re-disclose to other entities under Section 6, Redislosure Authorization, Roles and Responsibility, of Attachment A of the contract?  If yes, Receiving Agency ensures that contract personnel are held to the same standard of processing, training, and protecting information as Recipient Agency employees who have a need to use the TWC information for the Limited Purpose.	Yes: __ No: __  Yes: __ No: __

**By signature hereon, the Contract signatory or the entity's internal auditor certifies that:**

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

\_\_\_\_\_  
Signature Date

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

**Return this Report to:**

External Data Sharing Contracts Manager | Procurement and Contract Services Department |  
Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: [SelfAssessmentReports@twc.texas.gov](mailto:SelfAssessmentReports@twc.texas.gov)

Fax: 512-936-021

## Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to [DEcontracts@twc.texas.gov](mailto:DEcontracts@twc.texas.gov). After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

**This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.**

CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Sheriff's Office
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	810 S. Stagecoach Trail
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Extension of existing agreement Previous/Current Contract #: 2922PEN060 <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
9.	Requested length of contract term	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years (Renewal Option up to a total of 5 years combined)

10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
<b>DATA REQUESTED</b>		<b>Please answer each question. Do not leave any unanswered.</b>
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> <b>Wage Records (WR):</b> <u>Wage Detail Inquiry:</u> View wage information for an individual. <u>Coworker Search:</u> View wages reported by an employer.  <input checked="" type="checkbox"/> <b>UI Benefits and Claimant Info (UI):</b> <u>Personal Information:</u> View demographic information for an individual. <u>Claims:</u> View unemployment insurance claim information. <u>Payments:</u> View unemployment insurance payment info. <u>Employer Search:</u> Search employers by name or address.  <input checked="" type="checkbox"/> <b>Employer Records (ER)</b> <u>Employer Master File:</u> Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> <b>Online access:</b> Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity *  Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>Online Access for Over 25 User Accounts:</b> *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: _____ _____  <input type="checkbox"/> <b>Offline access:</b>  <b>Offline Method of Transfer and Frequency:</b> (Check applicable options)



☐ Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically.

Frequency of ongoing scheduled requests:

☐ Nightly ☐ Weekly ☐ Bi-Weekly ☐ Monthly  
☐ Quarterly ☐ Annually ☐ Other – specify:

☐ Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.

☐ One-time request for large quantity of records.

☐ One-time request for one or a few records (less than 100 matches of SSNs or <5 TWC Employer ID or FEIN).

Submit request to [open.records@twc.texas.gov](mailto:open.records@twc.texas.gov) or fax request to 512-463-2990 or the open records portal at [https://twc.govqa.us/WEBAPP/rs/\(S\(rqjbfuq2yv4rbj2wrzlu c3se\)\)/supporthome.aspx](https://twc.govqa.us/WEBAPP/rs/(S(rqjbfuq2yv4rbj2wrzlu c3se))/supporthome.aspx).

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

**Offline Data Elements Requested:**

Data elements to be submitted to TWC for the resulting matched data:

☐ SSN – Social Security Number

Data available from TWC available for SSN matches from the UI Wage Records:

Name: last, first, middle initial

NAICS

Quarter Wages were earned

Quarterly Wages

Employer Name

Employer Address

Employer Zip

Employer contract

Employer Telephone

Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:

Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS



File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)

Data available from TWC available for EIN matches from the Employer Tax Master File:

Name: last, first, middle initial

Social Security Number

Quarterly Wages

Employer Name

Employer Address

Employer Zip

Employer contact

Employer Telephone

Employer Tax Account Number

Instructions for submitting Texas EIDs or FEINs:  
(follow the same pattern as for SSNs):

Format sample: 123456789

Send seed file via secure file transfer to  
Agency's secure portal, currently GoAnywhere –  
<https://mft.twc.state.tx.us/webclient/Login.xhtml>  
(prior account establishment required)

☐ Federal Employer ID Number (FEIN)

Same as Texas Employer ID information

Volume/quantity of offline records requested per submission  
and associated rates:

Estimated number of individuals in which sensitive personally  
identifiable information requested at any one time:

☐ 1-999: \$250

☐ 1,000 – 14,999: \$300

☐ 15,000 – 19,999: \$375

☐ 20,000 – 24,999: \$500

☐ 25,000 -Above: \$1,000

Hourly rate for programming of a new request or  
modification of an existing job: \$48.81.

**De-identification:** If submitting SSNs to TWC, also include a  
unique identifier. For enhanced security, the return file will not  
include SSNs but instead will include only the unique identifier  
where feasible.

SAFEGUARD REQUIREMENTS		Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) <input checked="" type="checkbox"/> We will <b>ONLY</b> view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Standards and Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	<input checked="" type="checkbox"/> Vulnerability testing Frequency: Monthly <input checked="" type="checkbox"/> Penetration testing Frequency: Monthly <input checked="" type="checkbox"/> Audits Frequency: 3-4 times a year <input type="checkbox"/> Other – Please specify:                      Frequency:
18.0	Are background checks performed on employees who will access information?	<input checked="" type="checkbox"/> Yes, background checks are performed (go to 18.1). <input type="checkbox"/> No, background checks are not performed <b>If No background checks are performed, state what type of records checks are being performed:</b>
18.1	When are background checks performed?	<input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment <input type="checkbox"/> N/A
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input checked="" type="checkbox"/> Other, If Other specify: Each user maintains an inquiry log with case or cause number referenced per inquiry.
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	<input type="checkbox"/> Please specify: <input checked="" type="checkbox"/> N/A – We do not keep data at rest.

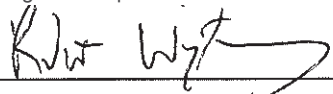
21.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify: <input checked="" type="checkbox"/> N/A - We do not retain data.
<b>CONTACTS</b>		
22.	Point of Contact Name (for daily matters)	Robert Wojtanowicz
23.	Point of Contact Title	Strategic Analyst Supervisor
24.	Point of Contact Phone	512-393-7684
25.	Point of Contact E-mail	robert.wojtanowicz@co.hays.tx.us
26.	Point of Contact Address	810 S. Stagecoach Trail San Marcos TX 78666
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	512-393-2219
29.	Alternate Point of Contact E-mail	Jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio, Suite 202 San Marcos TX 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	512-393-2251
34.	Signatory E-mail	ruben.becerra@co.hays.tx.us
35.	Signatory Address	111 East San Antonio, Suite 300 San Marcos TX 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	512-393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	512-393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	Marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

#### Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.



Contract Signatory or designee

6/30/23

Date

Robert Wojtanowicz / Strategic Analyst Supervisor

Printed Name/Title

For questions on how to complete this request form, contact [DEContracts@twc.texas.com](mailto:DEContracts@twc.texas.com)



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Sponsor:

Commissioner Cohen

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### Agenda Item

Discussion and possible action to establish a Board consisting of three District Court Judges and two Commissioners Court members for the purposes of appointing a Purchasing Agent pursuant to Texas Local Government Code Ch. 262.011. **COHEN**

### Summary

Pursuant to TLGC, a board composed of three District Court Judges and two Commissioners Court members may appoint a suitable person to act as the county purchasing agent in a county with a population of over 150,000.

"Sec. 262.011. PURCHASING AGENTS. (a) A board composed as provided by this subsection, by majority vote, may appoint a suitable person to act as the county purchasing agent. In a county with a population of 150,000 or less, the board is composed of the judges of the district courts in the county and the county judge. In any other county, the board is composed of three judges of the district courts in the county and two members of the commissioners court of the county unless the county has fewer than three district court judges, in which case the board is composed of one district court judge and one member of the commissioners court. If members of the board who are district judges must be selected, the selection is made by a majority vote of all the district judges in a county having more than one district judge. If members of the board who are members of the commissioners court must be selected, the selection is made by a majority vote of the commissioners court. The term of office of the county purchasing agent is two years."

Upon establishment, this Board will coordinate with the Human Resources Office to develop a job description, post job for a period of no less than two weeks, conduct interviews and select a candidate. Once selection is made, an item will be brought back to Commissioners Court to establish the Purchasing Department, including office space, positions, equipment, and operational budget needs.

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## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Cohen

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### Agenda Item:

Discussion and possible action to authorize the County Judge to execute a contract amendment with Deblin Health Concepts & Associates, LLC related to mental health services for the County Court at Law Mental Health Specialty Court.  
**COHEN/BROWN**

### Summary:

On June 6, 2023 the Commissioners Court authorized a contract with Deblin Health for counseling services for clients within the mental health specialty court. This contract amendment adds coverage for prescription medications for those with extreme mental health needs that may not otherwise have the resources themselves. Certain medications may be needed in order to ensure the clients have effective treatment plans to successfully complete the program.

### Fiscal Impact:

Amount Requested: Per individualized clients program needs

Line Item Number: 011-763-99-161.5448

### Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: If approved, costs for prescription medications would need to stay within the \$25k not to exceed budget for the mental health counseling services under this contract.

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Services Not to Exceed \$25,000

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Deblin Letter Amendment

**FIRST AMENDMENT TO THE  
CONTRACT BETWEEN HAYS COUNTY  
AND DEBLIN HEALTH CONCEPTS & ASSOCIATES, LLC**

This 1<sup>ST</sup> Amendment to the Contract executed on or about June 6, 2023 (“Amendment”) is made this \_\_\_\_ day of July, 2023, by and between Hays County, a political subdivision of the State of Texas (herein referred to as “County”), and Deblin Health Concepts & Associates, LLC (herein referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

**Section SUPPLEMENTAL TERMS AND CONDITIONS** of the Contract is hereby amended to reflect the following modifications:

7) Hays County (MHC) agrees to pay for the cost of psychiatric medications prescribed by Deblin Health Concepts providers, if the medications are not covered by existing insurance benefits, if the client has insurance but cannot afford the co-pay, and if the client does not have the ability to pay for the medications and does not have insurance.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This 1<sup>st</sup> Amendment to the Contract is hereby executed this \_\_\_\_ day of July, 2023 , as is evidenced by the authorized signatures of the Parties, below.**

**DEBLIN HEALTH CONCEPTS & ASSOCIATES, LLC**

**Hays County**

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

\_\_\_\_\_  
**HAYS COUNTY, TEXAS  
RUBEN BECERRA  
HAYS COUNTY JUDGE**

**ATTEST: \_\_\_\_\_  
ELAINE H. CARDENAS MBA PhD  
HAYS COUNTY CLERK**



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for pest control services for the Therman Building in the amount of \$90.00 quarterly and authorize a Purchasing Policy waiver. **SHELL/T.CRUMLEY**

### Summary:

Building Maintenance is requesting that an agreement with The Bug Master is executed for the general pest control services of the Therman Building. There will be a one-time set-up fee of \$175, and then a \$90 service charge quarterly.

### Fiscal Impact:

Amount Requested: \$265.00 (FY23)  
\$360.00 (annually)  
Line Item Number: 001-695-00.5448

### Budget Office:

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

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the Purchasing Policy from obtaining three quotes.  
G/L Account Validated Y/N?: Yes, Contract Services Expense  
New Revenue Y/N?: N/A  
Comments:

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### Attachments

The Bug Master Agreement

Visit **portal.thebugmaster.com**  
to log into your account and pay online.  
You will need the following information:

**Your Account #:** 217880

**Your Email:** chris.deichmann@co.hays.tx.us



## General Pest Control Service Agreement

### Service Type

Pest Prevention

### Location Information

Location Name  
Health Department (Thermon Loca

Service Address  
101 Thermon Drive

Service City  
San Marcos

State Zip  
TX 78666

Email  
chris.deichmann@co.hays.tx.us

Phone  
(512) 393-7659

Secondary Phone

### Service and Warranty Information

Call/Text Chris when on the way - (512) 393-7659

Initial service for pest prevention program. Initial service is interior and exterior.  
Subsequent services are exterior only.

Interior treatment is for entry/exit points, restrooms, several offices have ants around  
the desk areas and general common spaces.

One year service agreement from initial service.

Pest prevention service performed approximately every 90 days.

Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest  
entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions

Warranty: Full warranty for all covered pests between scheduled services for the  
duration of the agreement.

### Billing Information

*Same As Location Information*

Bill To Name  
Hays CountyHays County

Address  
712 South Stagecoach Trail

City  
San Marcos

State Zip  
TX 78666

Email  
chris.deichmann@co.hays.tx.us

Phone  
(512) 393-7659

Secondary Phone

### Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$175.00		\$ \$90.00
Tax		Tax
\$ \$14.44	<i>Tax Exempt</i>	\$ \$7.43
Total		Total
\$ \$189.44		\$ \$97.43

### Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer  
Signature

Print Name

Date July 13, 2023

**TPCL # 4211**  
1912 Smith Rd, Austin, TX 78721  
Phone (512) 250-1500

**TPCL # 4211 C**  
3128 Thornton Ln, Temple, TX 76502  
Phone (254) 939-4458

**www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979**

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847  
Phone (866) 918-4481 • Fax (888) 232-2567

1912 Smith Rd

Austin, TX 78721

customerservice@thebugmaster.com (mailto:customerservice@thebugmaster.com)

512-250-1500

www.thebugmaster.com (http://www.thebugmaster.com)





## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for one-time pest control services at the Jacob's Well Natural Area in the amount of \$990.00 and authorize a waiver to the Purchasing Policy. **SHELL/T.CRUMLEY**

### Summary:

Building Maintenance is requesting a one-time agreement with The Bug Master for general pest control services at the Jacob's Well Natural Area. Funding for this has been identified in the Building Maintenance FY23 general operating budget.

### Fiscal Impact:

Amount Requested: \$990.00

Line Item Number: 001-695-00.5448

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a wavier to the Purchasing Policy from requiring three quotes.

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Bug Master Agreement - JWNA

Visit **portal.thebugmaster.com**  
to log into your account and pay online.  
You will need the following information:

**Your Account #:** 217880

**Your Email:** chris.deichmann@co.hays.tx.us



## General Pest Control One-Time Service Agreement

### Service Type

General Pest Control - One Time

### Location Information

Location Name  
Jacobs Well

Service Address  
1699 Mount Sharp Road

Service City  
Wimberley

State Zip  
TX 78676

Email  
chris.deichmann@co.hays.tx.us

Phone  
(979) 966-8245

Secondary Phone

### Service and Warranty Information

Contact Jay 979-966-8245 for scheduling and when on the way.

One time pest control service. No ongoing service agreement.

Area at park entrance.

Estimate includes 3 treatment applications.

Treat interior of guard shack with non repellent and gentrol.

Establish up to a 5 ft a treated perimeter guard shack and utility pole that holds electrical box with Termidor. Treat base of utility pole up to electrical box.

Trio granulate mulch around guard shack and all terrain areas around entrance up to 30 ft perimeter.

Demand SC repellent the outer 10 feet to control and prevent crazy ants infestation including asphalt areas between structures.

Repeat treatment 2x every 10-14 days.

Covered pests: Crazy Ants

Warranty: 90 days from original treatment.

### Billing Information

*Same As Location Information*

Bill To Name  
Hays CountyHays County

Address  
712 South Stagecoach Trail

City  
San Marcos

State Zip  
TX 78666

Email  
chris.deichmann@co.hays.tx.us

Phone  
(512) 393-7659

Secondary Phone

### Payment Arrangements

One-Time Total	Tax	<i>Tax Exempt</i>	Total
\$ \$990.00	\$ \$0.00		\$ \$990.00

### Service Agreement Guarantee and Acceptance

Customer  
Signature

Print Name

Date  
July 17, 2023

#### TPCL # 4211

1912 Smith Rd, Austin, TX 78721  
Phone (512) 250-1500

#### TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502  
Phone (254) 939-4458

**www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979**

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customerservice@thebugmaster.com (mailto:customerservice@thebugmaster.com)

512-250-1500

www.thebugmaster.com (http://www.thebugmaster.com)

**Hays County Commissioners Court**

Date: 07/25/2023

Requested By:

Avrey Anderson

Sponsor:

Judge Becerra

**Agenda Item:**

Discussion and possible action to establish one new Financial Specialist III position within the District Clerk's Office effective August 1, 2023 and amend the budget accordingly. **BECERRA/ANDERSON**

**Summary:**

The District Clerk is requesting a new financial specialist position in order to have a position designated to all bookkeeping duties related to the courts, registry and trust accounts. This position will maintain the financial records, reconciliations and reporting requirements for the District Clerk's Office. The position will conduct accounting functions related to the collection of court fines to bring into compliance with the various criminal justice system laws, requirements, and regulations. Additionally, the following equipment will be needed to support the position:

Desktop Computer  
2 Monitors  
Scanner  
Printer

**Fiscal Impact:**

Amount Requested: \$74,324 (annualized)

\$16,127 (FY23)

Line Item Number: 001-609-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Salary savings due to attrition are available for position, budget amendment required for equipment and data supplies.

\$3,110 - Increase Computer Equipment\_Operating 001-609-00.5712\_400

\$630 - Increase Data Supplies 001-609-00.5202

(\$3,740) - Decrease Staff Salaries 001-609-00.5021

Financial Specialist III

Grade 119

Base Salary	51,132
Fringe	10,963
Insurances	<u>12,229</u>
Total	74,324
FY23 Impact	12,387
Computer	1,060
Monitors	630
Printer	650
Scanner	<u>1,400</u>
Position w/equipment	16,127

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Randy Focken

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to award RFP 2023-P08 Pre-Trial Services Case Management Software to Corrections Software Solutions and authorize staff and Civil Division to negotiate a contract. **SHELL/FOCKEN**

### Summary

On June 6, 2023, the Hays County Commissioners Court approved specifications and authorized Purchasing to solicit for Pre-Trial Case Management Software. Purchasing received four (4) proposals from the following firms:

Catalis Courts and Land Records, LLC.  
Corrections Software Solutions  
TRACKtech LLC.  
Tyler Technologies

After evaluation of the proposals, the evaluation committees' recommendation is to pursue negotiations with Corrections Software Solutions. Upon successful negotiation, a contract will be brought back before court to approve and finalize contract award.

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### Attachments

Final Scoring Tabulation



**RFP 2023-P08 Pre-Trial Services Case Management Software**  
Bid Tabulation

Firm	Averages	
	Score	Rank
Catalis Courts and Land Records, LLC	62	3
Corrections Software Solutions	97	1
TRACKtech LLC	78	2
Tyler Technologies	62	3



## Hays County Commissioners Court

Date: 07/25/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Cohen

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### Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the City of San Marcos regarding the administration of immunizations at the annual back-to-school vaccine fair on August 5, 2023 and August 7 -11, 2023. **COHEN/T.CRUMLEY**

### Summary:

This is a joint agreement between the City of San Marcos and Hays County to provide immunizations to eligible children under the Texas Vaccines for Children and Adult Safety Net Program through the Texas Department State Health Services

### Fiscal Impact:

Amount Requested: \$10,000.00

Line Item Number: 120-675-99-018.5448

### Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Cooperative Agreement

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

ILA w/ City of San Marcos

**INTERLOCAL COOPERATION AGREEMENT FOR  
VACCINE ADMINISTRATION  
BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS**

This Agreement for Vaccine Administration (“Agreement”) is made and entered into by and between Hays County/Hays County Local Health Department (“County” “HCLHD”) and the City of San Marcos/San Marcos Fire Department (“City” “SMFD”), (collectively, the “Parties”).

**RECITALS**

The Hays County Local Health Department provides immunizations to eligible children under the Texas Vaccines for Children and Adult Safety Net Program through the Texas Department State Health Services.

The HCLHD will be holding its annual back-to-school vaccine fair August 5, 2023, and August 7 -11, 2023. The county desires to partner with the city to administer immunizations during the vaccine fair.

The SMFD has experienced and trained personnel that can assist the HCLHD in administering immunizations.

The County and City are both local governments and have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of Texas Government Code, and Chapter 121 of the Health and Safety Code.

The functions and services to be performed by the City, as set forth herein are governmental functions and services as contemplated by the provisions of the Interlocal Cooperation Act and are functions and services which each of the Parties hereto have independent authority to pursue.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are acknowledged, the County and City agree as follows:

**1.0 AGREEMENT TERM**

Initial Term. This Agreement will be effective for a term beginning upon execution by all parties and ending December 21, 2023.

It is understood and agreed that in no event shall any provision of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

**2.0 RESPONSIBILITIES OF HAYS COUNTY**

The HCLHD will provide vaccines through the Texas Vaccine for Children and Adult Safety Net Program for eligible children.

The HCLHD will screen individuals for eligibility.

The HCLHD will provide all ancillary supplies necessary to administer the immunizations.

### 3.0 RESPONSIBILITIES OF CITY OF SAN MARCOS/SAN MARCOS FIRE DEPARTMENT

The SMFD will provide personnel to administer immunizations during the time period specified.

Attend any training required by HCLHD to prepare for the Back-to-School Vaccine Fair.

### 4.0 COMPENSATION

The City will be compensated for the services on an hourly-charge basis, the fees of which are cited in Exhibit "A". Despite any reference to rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay City a total fee not to exceed \$10,000.00 for the work under this Agreement.

### 5.0 PAYMENT

The City shall invoice the County for the Work performed under this Agreement. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe the City an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

### 6.0 TERMINATION AND CANCELLATION

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to the City.

### 7.0 NOTICES

Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and addressed to the appropriate entity. Notice may be delivered electronically, by courier, or by certified mail, with return receipt requested. Notice shall be deemed effective upon electronic receipt or three (3) days after deposited in the U.S. Mail.

City of San Marcos Address. Notices under this Agreement shall be addressed to:

\_\_\_\_\_  
City Manager  
City of San Marcos  
\_\_\_\_\_  
Hopkins  
San Marcos, Texas 78666

Hays County. Notices under this Agreement shall be addressed to:

Hays County  
Hays County Local Health Department  
101 Thermon  
San Marcos, Texas 78666

Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with 11.01.

## 8.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party and without authority to do so by the party's governing body.

## 9.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

## 10.0 INTERPRETATION

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and conditions are to be construed and interpreted consistently with the Chapter 791 of the Texas Government Code.

## 11.0 LIMITATIONS OF POWERS

The Parties shall retain the authority to independently enforce any statute, law, rule, or regulation in any court of competent jurisdiction that is not enforced as a provision of this Agreement. Nothing contained herein shall be construed to prohibit or limit the right, authority, or ability of a party to this Agreement to seek civil enforcement of any of its rights; to require remediation or correction of any condition which violates any law, rule, ordinance, order, or regulation; to require abatement of nuisances and/or to recover restitution for damages for any condition, situation or circumstance which may exist or occur, whether or not covered or addressed by this Agreement.

## 12.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas; exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

## 13.0 RETENTION OF DEFENSES

The Parties agree that, neither the execution of this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability that would otherwise be available to each party under law. The Parties agree that no party has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## 14.0 NO THIRD- PARTY RIGHTS

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## 15.0 AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary authorizations extending such authority have been duly passed and are now in full force and effect



Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SAN MARCOS, TEXAS

BY: \_\_\_\_\_

\_\_\_\_\_, CITY MANAGER

HAYS COUNTY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**FEE SCHEDULE**

City of San Marcos / San Marcos Fire Department Personnel	\$40.00 per hour
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## **EXHIBIT B**

### **SCOPE OF WORK**

**San Marcos Fire Department Personnel will provide staff during the Hays County Local Health Department's "Back to School Vaccine Fair" as follows:**

Friday, August 4, 2023 – time to be determined - for immunization training

Saturday, August 5, 2023 - 7:30 AM – 1:30 PM – Back-to-School Fair

Monday, August 07, 8:00 AM – 6:00 PM (5 members for 10 Hours)

Tuesday, August 08, 8:00 AM – 5:00 PM (4 members for 9 Hours)

Wednesday, August 9, 10:00 AM – 5:00 PM (4 members for 7 Hours)

Thursday, August 10, 8:00 AM – 5:00 PM (4 members for 9 Hours)

Friday, August 11, 8:00 AM – 1:00 PM (2 members for 5 Hours)

Location: 101 Thermon, San Marcos