Commissioners Court -- FEBRUARY 6, 2024
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 FEBRUARY 6, 2024**,** in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

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

F. **PRESENTATIONS & PROCLAMATIONS**

1. Adopt a Proclamation recognizing February 22, 2024 as President George Washington Day. **INGALSBE**
2. Adopt a Proclamation recognizing February 2024 as Dating Violence Awareness and Prevention Month. **BECERRA**
3. Adopt a Proclamation recognizing February 2024 as Black History Month. **BECERRA**
4. Presentation recognizing the Hays County Clerk's office for receiving the Five-Star Award from the Texas Department of State Health Services-Vital Statistics Section. **BECERRA/CARDENAS**
5. Presentation regarding election crime reporting and review protocols involving the Hays County Criminal District Attorney's Office, the Hays County Elections Office, and local law enforcement agencies. **SHELL/HIGGINS/DOINOFF**

G. **CONSENT ITEMS**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**

3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve Commissioners Court Minutes of January 30, 2024. **BECERRA/CARDENAS**

5. Approve the payment of the February 15, 2024 payroll disbursements in an amount not to exceed $4,500,000.00 effective February 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

6. Authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of $429,168.00 where no match is required. **SHELL/T.CRUMLEY**

7. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of $105,600.68. **SHELL/T.CRUMLEY**

8. Authorize the execution of a resolution and submission of a grant application to the Office of The Governor, Bullet Resistant Shield Program in the amount of $686,245.97. **SHELL/T.CRUMLEY**

9. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Body-Worn Camera Grant Program in the amount of $286,739.16. **SHELL/T.CRUMLEY**

10. Authorize the submission of a grant application to the Office of the Governor, Residential Substance Abuse Treatment Grant Program in the amount of $1,125,000.00. **BECERRA/T.CRUMLEY**

11. Ratify the submission of a grant application to the Lower Colorado River Authority (LCRA), Community Development Partnership Program in the amount of $9,885.00. **BECERRA/T. CRUMLEY/JONES**

12. Authorize the submission of a grant application to the Office of the Governor, Criminal Justice Grant Program in the amount of $53,487.00. **BECERRA/T.CRUMLEY**

13. Authorize the submission of a grant application to the Office of the Governor, Specialty Court Grants Program in the amount of $80,470.00. **SMITH/T.CRUMLEY/BROWN**

14. Authorize the Health Department to utilize existing outreach funds for the purchase of consumables for future training and outreach events in the amount of $3,000.00 and amend the budget accordingly. **COHEN/T.CRUMLEY**

15. Authorize a budget amendment to the Building Maintenance budget in the amount of $5,803.78 for additional funds needed to replace the Yarrington mini-split that was approved December 19, 2023. **INGALSBE/T.CRUMLEY**

16. Approve Utility Permits. **SHELL/BORCHERDING**

17. Approve renewal of RFP 2023-P03 Countywide Plumbing with SI Mechanical, LLC. for one (1) additional year with no price increase, effective February 5, 2024. **BECERRA/T.CRUMLEY**

18. Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

19. Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2023 year-end process. **BECERRA/DORSETT**

20. Authorize the Constable Pct. 3 Office to purchase one replacement Ricoh fi-8170 Scanner for the Justice Clerk and amend the budget accordingly. **SHELL/MONTAGUE**

21. Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2023 Hays County Annual Financial Audit. **INGALSBE/VILLARREAL-ALONZO**

22. Approve specifications for RFQ 2024-Q01 Grant Writing and Management Services and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**

23. Approve specifications of IFB 2024-B06 Sentinel Peak - Asbestos Abatement & Building Demolition and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and HDR Engineering for a signal warrant study at the eastern intersection of Yarrington Road and FM 110. **INGALSBE/BORCHERDING**

2. Discussion and possible action to authorize the execution of Change Order No. 8 in the amount of $287,236.57 to the construction contract with Jordan Foster Construction, LLC for the Dacy Lane (IFB2021-B02) project as part of the Hays County Road Bond Program in Precinct 1 and 2. **INGALSBE/COHEN/BORCHERDING**

J. **SUBDIVISIONS**

K. **MISCELLANEOUS**

1. Discussion and possible action to adopt Early Voting dates and locations and Election Day locations for the Primary Election on March 5, 2024. **INGALSBE/DOINOFF**

2. Discussion and possible action to appoint Commissioner Debbie Ingalsbe, Commissioner Lon Shell, Chief Mike Davenport, and Jordan Powell to the Collective Bargaining team for Hays County for purposes of renegotiating the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA). **SHELL/INGALSBE**

3. Discussion and possible action to authorize the County Judge to execute a contingent fee contract, and associated resolution, between Hays County and McCreary Veselka Bragg & Allen (MVBA) for Delinquent Tax Collection Services, pursuant to RFP 2023-P09, effective March 1, 2024 and amend the budget accordingly. **SMITH/COHEN/O'KANE**

4. Discussion and possible action to authorize the county Judge to execute an agreement between Hays County and SI Mechanical, LLC. for HVAC - Preventative Maintenance and Repair Services, Countywide, pursuant to RFP 2024-P06 with no proposed price increases. **BECERRA/T.CRUMLEY**

5. Discussion and possible action to authorize the Budget Office to establish a new Assistant Budget & Payroll Director grade 131 effective March 18, 2024 and amend the budget accordingly. **BECERRA/DORSETT**

6. Discussion and possible action to consider granting a variance to Hays County On-Site Sewage Facility Rules of 1986-1997 Section 8.03(b)(5) and allow issuance of On-Site Sewage System permit to the owner of the property located at 1500 Fischer Store Rd.
SHELL/PACHECO

7. Discussion and Possible action to amend the 9-1-1 Addressing & Street Name Standards as previously adopted on January 14, 1991. **BECERRA/PACHECO**

8. Discussion and possible action to authorize the execution of the First Amended Hays County American Rescue Plan Recovery Donation Agreement between Hay County and San Marcos Texas Community Radio, KZSM and amend the budget accordingly. **INGALSBE**

9. Discussion and possible action to authorize the Transportation Department to pay out 85.5 accrued compensation hours for the Budget & Operations Manager, which is over the maximum allowed by Hays County Policy and Department of Labor Standards. **SHELL/BORCHERDING**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

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

3. 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 Midtown. Possible discussion and/or action may follow in open court. **COHEN**

4. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment, performance and duties of the Chief Juvenile Probation Officer, Director of Information Technology, Director of Transportation, Juvenile Facility Director, Chief Budget Officer, Elections Administrator, Director of Human Resources, Director of Emergency Services, Director of County Wide Operations, Director of Development Services, Combined Emergency Communications Director, Veterans Services Officer, County Auditor and Extension Agents. **BECERRA**

M.

STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**

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

3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **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. 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**

6. Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Judicial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 1st day of February, 2024
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

_____
CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM: F. 1.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Joe Cox

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing February 22, 2024 as President George Washington Day. **INGALSBE**

Summary

Please refer to attached proclamation.

Attachments

Washington Proclamation

PROCLAMATION RECOGNIZING FEBRUARY 22, 2024
AS PRESIDENT GEORGE WASHINGTON DAY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution and the Captain Thomas Moore Chapter of the Daughters of the American Revolution wish to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Thursday, February 22, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim February 22, 2024, as:

"PRESIDENT GEORGE WASHINGTON DAY"

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

ADOPTED THIS THE 6th DAY OF FEBRUARY 2024

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing February 2024 as Dating Violence Awareness and Prevention Month. **BECERRA**

Summary

At the request of the Hays-Caldwell Women's Center, please attached Proclamation.

Attachments

Proclamation

PROCLAMATION
RECOGNIZING DATING VIOLENCE AWARENESS & PREVENTION MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

WHEREAS, the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

WHEREAS, respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

WHEREAS, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples' lives have the power to influence youth in positive ways; and

WHEREAS, last year HCWC provided 31 dating violence prevention and healthy relationships presentations to 2,428 teens and young adults; and

WHEREAS, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of February 2024 as:

DATING VIOLENCE AWARENESS & PREVENTION MONTH

for teens and young adults and do hereby call upon the citizens of Hays County to work together to raise awareness and prevent dating violence in our community and beyond.

ADOPTED THIS THE 6th DAY OF FEBRUARY 2024

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing February 2024 as Black History Month. **BECERRA**

Summary

Proclamation attached.

Attachments

Proclamation - Black History Month

PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2024
AS BLACK HISTORY MONTH IN HAYS COUNTY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, In 1915, Dr. Carter G. Woodson, known as the father of Black History, founded the Association for the Study of Negro Life and History, now called the Association for the Study of African American Life and History (ASALH); and

WHEREAS, Dr.Woodson created ASALH because he recognized the enormous amount of information on the achievements black people and instituted Negro History Week as a way to celebrate African American achievements; and

WHEREAS, in 1924, a celebration that eventually got renamed to "Negro Achievement Week" began and the outreach was significant, but the desire for a greater impact also persisted with Dr. Woodson stating, "We are going back to that beautiful history and it is going to inspire us to greater achievements"; and

WHEREAS, by February 1926, the statement made by Harvard-trained historian Dr. Woodson, along with that idea he and other prominent African American figures had, would then become "Negro History Week," Dr. Woodson chose February for reasons of continuing what was already familiar to many since 1865, when Black communities had celebrated fallen President Abraham Lincoln's birthday and then by the late 1890s former slave and prominent abolitionist activist Frederick Douglass' birthday, both occurring in February; and

WHEREAS, to show Dr. Woodson's true effort to extend the study of black history and not create a new tradition, in 1976, this celebration was expanded to include the entire month of February, and today Black History Month garners support throughout the country as people of all ethnic and social backgrounds discuss the African American experience; and

WHEREAS, Black History Month commemorates the successes and achievements by African Americans, both in overcoming many obstacles and in making significant contributions to our community, our state, our nation, and the world; and

WHEREAS, The Dunbar Heritage Association (DHA) recognizes the Association for the Study of African American Life and History's theme, *African Americans and the Arts* by recognizing the significant contributions of the African Diaspora to the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression; and

WHEREAS, Hays County joins in the unified endeavor of its community to celebrate Black History Month in San Marcos, Kyle, Wimberly, Buda, Dripping Springs and throughout Hays County in paying homage to those that have helped carry on the resolute efforts in a continual reminder of the achievements and sacrifices by African American men and women who had contributed to the advancements of human civilization.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim that the month of February 2024 be celebrated as

"Black History Month"

And call upon the citizens of Hays County to express our appreciation and to participate in the important activities commemorating the outstanding achievements of African American citizens of our County.

ADOPTED THIS THE 6th DAY OF FEBRUARY 2024

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Elaine Cardenas, Hays County Clerk

Sponsor: Judge Becerra

Agenda Item

Presentation recognizing the Hays County Clerk's office for receiving the Five-Star Award from the Texas Department of State Health Services-Vital Statistics Section. **BECERRA/CARDENAS**

Summary

Award attached.

Attachments

Five-Star Award

2023

THIS CERTIFICATE IS PRESENTED TO

Hays County Clerk

for excellence in

Vital Statistics

December 21, 2023

Thank you for going above and beyond to ensure excellent
Customer service, security, and data quality in Texas!

Tara Das
Texas State Registrar, VSS

TEXAS Health and Human Services | Texas Department of State Health Services

AGENDA ITEM REQUEST FORM: F. 5.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: HIGGINS/DOINOFF

Sponsor: Commissioner Shell

Agenda Item

Presentation regarding election crime reporting and review protocols involving the Hays County Criminal District Attorney's Office, the Hays County Elections Office, and local law enforcement agencies. **SHELL/HIGGINS/DOINOFF**

Summary

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Elaine Cardenas, Hays County Clerk

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of January 30, 2024. **BECERRA/CARDENAS**

Summary

Minutes attached.

Attachments

1/30/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

***** *****

JANUARY 30, 2024

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 30th DAY OF JANUARY A.D., 2024, 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
DILLON GERALD	DEPUTY COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Court members spoke about the recent passing of Winton Porterfield, Assistant Director of the Hays County Transportation Department, and their time working with him. Pastor Darius Todd, Hays County Chaplain, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Dan Lyon made a public comment concerning county disbursements and the Greater San Marcos Partnership. Nicola Ladkin made a public comment asking for the completion and adoption of the revised local animal ordinances. Rodrigo Amaya made a public comment concerning county employees and spending.

39921 Adopt a Proclamation recognizing January 29-February 2, 2024 as National Job Corps Groundhog Week.

Angela Rackley-Meadows, Gary Job Corps Center Director, and Randolph Goodman thanked the court for their support. Judge Becerra spoke about the value of Gary Job Corps and all they do for the community. Commissioner Smith spoke about the importance of vocational training. Commissioner Ingalsbe, Commissioner Cohen, and Commissioner Shell thanked Gary Job Corps and its employees.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing January 29-February 2, 2024 as National Job Corps Groundhog Week.

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

5 - 0 Passed - Unanimously

39922 Adopt a Proclamation recognizing February 2024 as Spay/Neuter Awareness Month.

Sharri Boyett, Hays County Animal Advocacy Advisor, spoke about Pet Prevent a Litter (PALS) and the importance of spaying/neutering pets.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing February 2024 as Spay/Neuter Awareness Month.

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

5 - 0 Passed - Unanimously

Presentation of Hays County Employee Service and Retirement Awards.

Kim Jeter, Hays County Human Resources Manager, presented employees with service milestone and retirement awards.

39923 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

39924 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

39925 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

39926 Approve Commissioners Court Minutes of January 16, 2024.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Commissioners Court Minutes of January 16, 2024.

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

5 - 0 Passed - Unanimously

39927 Approve the payment of the January 31, 2024 payroll disbursements in an amount not to exceed $5,025,000.00 effective January 31, 2024 and post totals for wages, withholdings, disbursements and benefits on the Hays County website once finalized.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the payment of the January 31, 2024 payroll disbursements in an amount not to exceed $5,025,000.00 effective January 31, 2024 and post totals for wages, withholdings, disbursements and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

39928 Approve and confirm the appointment of Andrew L. Upton as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.

Rodrigo Amaya made a public comment against the item. Michael Torres, Constable Precinct 2, introduced Deputy Upton to the court. Upton spoke about his experience and qualifications.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Andrew L. Upton as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.

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

5 - 0 Passed - Unanimously

39929 Authorize the execution of quotes with Axon Enterprise, Inc. related to the Fleet in-car camera system and Body Worn camera program for the Constable Pct. 3 Office and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of quotes with Axon Enterprise, Inc. related to the Fleet in-car camera system and Body Worn camera program for the Constable Pct. 3 Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39930 Approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for the 2024-2026 biennium .

Commissioner Smith clarified this is a one-year appointment and asked for the resolution to be amended to reflect that.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for 2024-2025.

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

5 - 0 Passed - Unanimously

39931 Authorize an amendment to the Health Department PHIG Grant budget for operating supplies as needed for the remainder of the fiscal year 2024.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize an amendment to the Health Department PHIG Grant budget for operating supplies as needed for the remainder of the fiscal year 2024.

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

5 - 0 Passed - Unanimously

39932 Authorize an amendment in the Sheriff Drug Forfeiture Fund of $10,000.00 for a capital improvement project.

Rodrigo Amaya made a public comment concerning the legality of using these funds. Commissioner Ingalsbe stated this is for the construction of outdoor awnings for a student and cadet break area and to cover equipment left outside. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, explained these funds have already been budgeted for and audited by the state. Vickie Dorsett, Hays County Budget Officer, further explained this is a line item transfer for funds already in the budget. Marisol Villarreal-Alonzo, Hays County Auditor, stated these funds are audited by her office every year and certified by the Office of the Attorney General.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize an amendment in the Sheriff Drug Forfeiture Fund of $10,000.00 for a capital improvement project.

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

5 - 0 Passed - Unanimously

39933 Accept the resignation, effective immediately, of Commissioner Walt Smith as member on the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments (CAPCOG) and approve the appointment of Commissioner Michelle Cohen to serve as member for a term ending December 31, 2025.

Rodrigo Amaya made a public comment asking for more information on this change. Commissioner Smith explained he is resigning immediately so that Commissioner Cohen can attend the upcoming meeting as the new member.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the resignation, effective immediately, of Commissioner Walt Smith as member on the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments (CAPCOG) and approve the appointment of Commissioner Michelle Cohen to serve as member for a term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39934 Approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Lieutenant Ryan Hayden, Sergeant Mark Opiela, Sergeant David Marshall, Corporal Eric Zediker, Corporal Brian Wahlert, and Deputy Wesley Lowe to National Police Week on May 11-16, 2024, in Washington, D.C.

Rodrigo Amaya made a public comment against the item. Commissioner Ingalsbe stated this is a yearly event and Hays County prides itself in sending its law enforcement to honor the lives of fallen officers.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Lieutenant Ryan Hayden, Sergeant Mark Opiela, Sergeant David Marshall, Corporal Eric Zediker, Corporal Brian Wahlert, and Deputy Wesley Lowe to National Police Week on May 11-16, 2024, in Washington, D.C.

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

5 - 0 Passed - Unanimously

39935 Approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 18, 2024 in National Harbor, Maryland.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 18, 2024 in National Harbor, Maryland.

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

5 - 0 Passed - Unanimously

39936 Authorize the Office of Emergency Services to accept a $700.00 donation from the San Marcos Lions Club for the Fire Marshal Division and amend the budget accordingly.

Rodrigo Amaya made a public comment against the item. Commissioner Ingalsbe thanked the Lions Club for the donation.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Office of Emergency Services to accept a $700.00 donation from the San Marcos Lions Club for the Fire Marshal Division and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39937 Approve the appointment of Krista Pepau to the Emergency Services District (ESD) No. 9 Board of Emergency Services Commissioners, to fill the position formerly held by Chris Baker, for a term ending December 31, 2025.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the appointment of Krista Pepau to the Emergency Services District (ESD) No. 9 Board of Emergency Services Commissioners, to fill the position formerly held by Chris Baker, for a term ending December 31, 2025.

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

5 - 0 Passed - Unanimously

39938 Authorize the submission of a grant application to the Texas Comptroller, Rural Law Enforcement Grant - Sherriff's Office in the amount of $500,000.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the Texas Comptroller, Rural Law Enforcement Grant - Sherriff's Office in the amount of $500,000.00.

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

5 - 0 Passed - Unanimously

39939 Authorize the acceptance of a continuation grant award from the Texas Indigent Defense Commission (TIDC), FY24 Improvement Grant program in the amount of $8,631.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of a continuation grant award from the Texas Indigent Defense Commission (TIDC), FY24 Improvement Grant program in the amount of $8,631.00.

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

5 - 0 Passed - Unanimously

39940 Authorize the submission of a grant application to the Office of the Governor, State Homeland Security Program - Regular Projects in the amount of $14,470.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the Office of the Governor, State Homeland Security Program - Regular Projects in the amount of $14,470.00.

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

5 - 0 Passed - Unanimously

39941 Authorize the submission of a grant application to the Office of the Governor, First Responder Mental Health program in the amount of $10,035.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the Office of the Governor, First Responder Mental Health program in the amount of $10,035.00.

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

5 - 0 Passed - Unanimously

39942 Authorize the submission of a grant application to the FY24 Texas Parks and Wildlife Department, Recreational Trails Grant Program in the amount of $300,000.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the FY24 Texas Parks and Wildlife Department, Recreational Trails Grant Program in the amount of $300,000.00.

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

5 - 0 Passed - Unanimously

39943 Authorize Commissioner, Precinct 3 to execute a letter of support for a grant application from Texas State University to the Texas Parks and Wildlife Recreational Trails Grant Program.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize Commissioner, Precinct 3 to execute a letter of support for a grant application from Texas State University to the Texas Parks and Wildlife Recreational Trails Grant Program.

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

5 - 0 Passed - Unanimously

39944 Authorize the submission of a grant application to the Office of the Governor, Criminal Justice Grant Program in the amount of $142,183.71.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the Office of the Governor, Criminal Justice Grant Program in the amount of $142,183.71.

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

5 - 0 Passed - Unanimously

39945 Authorize the submission of a renewal grant application to the Department of State Health Services (DSHS), Public Health Emergency Preparedness (CPS/PHEP) Grant program in the amount of $126,721.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a renewal grant application to the Department of State Health Services (DSHS), Public Health Emergency Preparedness (CPS/PHEP) Grant program in the amount of $126,721.00.

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

5 - 0 Passed - Unanimously

39946 Approve specifications for IFB 2024-B09 Winters Mill Parkway Roadway Improvements, Lighting and Pavement Markings and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve specifications for IFB 2024-B09 Winters Mill Parkway Roadway Improvements, Lighting and Pavement Markings and authorize Purchasing to solicit for bids and advertise.

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

5 - 0 Passed - Unanimously

39947 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

39948 Approve an increase of $150.00 to the change fund for the Justice of the Peace Precinct 5 Office as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve an increase of $150.00 to the change fund for the Justice of the Peace Precinct 5 Office as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

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

5 - 0 Passed - Unanimously

39949 Authorize payment to San Marcos Daily Record of $2,721.00 for the Elections Administration Office related to publishing the Public Notice for the Election for the November Constitutional Amendment election where a purchase order was not obtained prior to services rendered as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to San Marcos Daily Record of $2,721.00 for the Elections Administration Office related to publishing the Public Notice for the Election for the November Constitutional Amendment election where a purchase order was not obtained prior to services rendered as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

39950 Authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

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

5 - 0 Passed - Unanimously

39951 Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, increasing the monthly weight report fee for each location to $50.00.

Rodrigo Amaya made a public comment concerning the increase in price.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, increasing the monthly weight report fee for each location to $50.00.

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

5 - 0 Passed - Unanimously

39952 Authorize the County Judge to execute a Memorandum of Understanding with the Texas Commission on Law Enforcement for the ability of the Sheriff's Office Training Academy to instruct a School Marshal and Recertification Class.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Memorandum of Understanding with the Texas Commission on Law Enforcement for the ability of the Sheriff's Office Training Academy to instruct a School Marshal and Recertification Class.

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

5 - 0 Passed - Unanimously

39953 Accept donations totaling $78,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

Commissioner Ingalsbe thanked the City of San Marcos, Nicole and Michael Blair, and Eleanor Crook for their generous donations.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept donations totaling $78,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39954 Authorize the County Judge to execute quotes with Tyler Technology related to the Jury Module for the creation of the Justice of the Peace, Pct. 2 Place 2 Court and make changes to the Jury Summons template and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute quotes with Tyler Technology related to the Jury Module for the creation of the Justice of the Peace, Pct. 2 Place 2 Court and make changes to the Jury Summons template and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39955 Authorize the Information Technology Department to purchase a DocuSign Envelope Package to allow electronic signatures for County documents.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Information Technology Department to purchase a DocuSign Envelope Package to allow electronic signatures for County documents.

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

5 - 0 Passed - Unanimously

39956 Authorize the County Judge to execute an Investment Summary Proposal with Tyler Technologies, Inc. for PACE training days for the Combined Emergency Communications Center (CECC) using credited funds received by Hays County and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Investment Summary Proposal with Tyler Technologies, Inc. for PACE training days for the Combined Emergency Communications Center (CECC) using credited funds received by Hays County and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39957 Authorize payment to Bobby A. Caine, Veteran's Treatment Court (VTC) defense attorney for hotel, flight and conference registration reimbursement to attend the National Association of Drug Court Professionals (NADCP) Conference and amend the budget accordingly.

Rodrigo Amaya made a public comment asking for clarification on the funding of this item. Commissioner Ingalsbe stated the county will pay for this due to the value of the training. Vickie Dorsett, Hays County Budget Officer, explained the delay in this budget request. Commissioner Shell reminded staff to submit requests for out-of-state travel ahead of time.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Bobby A. Caine, Veteran's Treatment Court (VTC) defense attorney for hotel, flight and conference registration reimbursement to attend the National Association of Drug Court Professionals (NADCP) Conference and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-36 RE: *Authorize the execution of an updated Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to school resource officers.* **- WAS PULLED.**

39958 Authorize the execution of an updated Interlocal Cooperation Agreement between Dripping Springs Independent School District (DSISD) and Hays County related to school resource officers (SRO); establishing one additional SRO position effective December 1, 2023 and amend the budget accordingly.

Commissioner Smith explained a change in the contract to reflect updated school days. Vickie Dorsett, Hays County Budget Officer, further explained the changes in costs and billing.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of an updated Interlocal Cooperation Agreement between Dripping Springs Independent School District (DSISD) and Hays County related to school resource officers (SRO); establishing one additional SRO position effective December 1, 2023 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39959 Discussion and possible action to authorize the Court to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering services on the Fitzhugh Road Corridor Study project in Precinct 4.

Commissioner Smith spoke about developments on and future plans for this road and stated he requested a safety audit to be completed first.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Court to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering services on the Fitzhugh Road Corridor Study project in Precinct 4.

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

5 - 0 Passed - Unanimously

39960 Discussion and possible action to authorize the Court to execute Change Order No. 4 amending the billing rates in the Professional Services Agreement between Hays County and BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3. This is a zero cost Change Order.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Court to execute Change Order No. 4 amending the billing rates in the Professional Services Agreement between Hays County and BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3. This is a zero cost Change Order.

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

5 - 0 Passed - Unanimously

39961 Discussion and possible action to authorize the Court to execute Contract Amendment No. 6 to increase the contract compensation cap by $20,000.00 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.

Commissioner Shell stated the majority of this is for utility coordination.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Court to execute Contract Amendment No. 6 to increase the contract compensation cap by $20,000.00 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

39962 Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 amending the Exhibit D billing rates in the Professional Services Agreement between Hays County and WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. for the East Side Corridor project in Precincts 1 and 2. There is no cost increase associated with this contract document.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Court to execute Contract Amendment No. 1 amending the Exhibit D billing rates in the Professional Services Agreement between Hays County and WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. for the East Side Corridor project in Precincts 1 and 2. There is no cost increase associated with this contract document.

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

5 - 0 Passed - Unanimously

39963 Discussion and possible action to approve the selection of HDR, Inc for the purpose of performing an intersection warrant study at the FM110/Yarrington Road eastern intersection and authorize staff to negotiate a contract after receiving scope and fee documents.

Commissioner Ingalsbe explained there have been accidents at this intersection and the study will look for safety improvements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of HDR, Inc for the purpose of performing an intersection warrant study at the FM110/Yarrington Road eastern intersection and authorize staff to negotiate a contract after receiving scope and fee documents.

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

5 - 0 Passed - Unanimously

39964 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the subdivision bond #9426154 in the amount of $2,576,049.56, and acceptance of the 2-year maintenance bond #341693Q in the amount of $140,202.02 for Waterstone Unit A.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, release the subdivision bond #9426154 in the amount of $2,576,049.56, and accept the 2-year maintenance bond #341693Q in the amount of $140,202.02 for Waterstone Unit A.

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

5 - 0 Passed - Unanimously

39965 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release the Letter of Credit #FTFC-23233 in the amount of $2,252,601.83, acceptance of the 2-year maintenance bond #355371J in the amount of $103,974.35, and accept the 1-year revegetation bond #355373G in the amount of $4,709.55 for Waterstone Unit C.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, release the Letter of Credit #FTFC-23233 in the amount of $2,252,601.83, accept the 2-year maintenance bond #355371J in the amount of $103,974.35, and accept the 1-year revegetation bond #355373G in the amount of $4,709.55 for Waterstone Unit C.

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

5 - 0 Passed - Unanimously

39966 PLN-2413-PC; Call for a Public Hearing on February 27th, 2024, followed by discussion and possible action regarding The Cliffs of Onion Creek, Lot 1, Replat.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on February 27th, 2024, followed by discussion and possible action regarding The Cliffs of Onion Creek, Lot 1, Replat (PLN-2413-PC).

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

5 - 0 Passed - Unanimously

39967 PLN-2401-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Kai Vista Estates, Sec 1, Replat of Lot 36 and Reserve Tract A.

Judge Becerra opened the Public Hearing at 10:45 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:45 a.m. Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends disapproval due to deficiencies listed in the agenda item summary.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to disapprove the Kai Vista Estates, Sec 1, Replat of Lot 36 and Reserve Tract A (PLN-2401-PC).

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

5 - 0 Passed - Unanimously

39968 PLN-2208-PC; Discussion and possible action regarding Carol Oaks, Lot 6, Replat.

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

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Carol Oaks, Lot 6, Replat (PLN-2208-PC).

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

5 - 0 Passed - Unanimously

39969 Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the live feed camera station at National Resources Conservation Service (NRCS) Dam # 5; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.

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 live feed camera station at National Resources Conservation Service (NRCS) Dam # 5; authorize a discretionary exemption pursuant to Texas Local Government Code 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

39970 Discussion and possible action to approve one new Data Program Specialist position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.

Commissioner Shell stated he will fund this position for 2 years with the Precinct 3 American Rescue Plan Act (ARPA) allocation. Commissioner Ingalsbe stated this position is needed in the Health Department.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve one new Data Program Specialist position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39971 Discussion and possible action to approve a new Behavioral Health Coordinator position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.

Commissioner Cohen and Commissioner Ingalsbe explained the duties of the new position and how it will identify and consolidate mental health resources. Commissioner Shell spoke about the importance of having a position dedicated to this. Commissioner Smith gave support for the new position and asked how much funding is available in the Opioid Settlement Fund for this and the Behavioral Advisory Team (BAT). Vickie Dorsett, Hays County Budget Officer, stated there is $144,000 in the fund and $20,000 of that is earmarked for the BAT. The court discussed funding with Dorsett.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve a new Behavioral Health Coordinator position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39972 Discussion and possible action to authorize the purchase of consumables for employee training hosted by Human Resources.

Shari Miller, Director of Human Resources, spoke about the new employee training and stated this is not to exceed $500.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the purchase of consumables for employee training hosted by Human Resources.

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

5 - 0 Passed - Unanimously

39973 Discussion and possible action to authorize the County Judge to execute a contract with Evoke Wellness related to substance-use treatment for participants in the Judicial Services Department and amend the budget accordingly.

Albert Sierra, Assistant Director of Hays County Judicial Services, spoke about the proposed contract with Evoke Wellness and the services they will provide. The court spoke about the benefits of receiving substance abuse treatment outside of the jail. Commissioner Smith and Sean Flynn, Evoke Wellness Treatment Advocate, discussed outpatient services and program progression. Jason Facundo, Hays County Judicial Services Supervisor, noted that over half of their clients have possession or DWI charges, and this partnership will benefit them.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a contract with Evoke Wellness related to substance-use treatment for participants in the Judicial Services Department and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39974 Discussion and possible action to award a contract for IFB 2024-B02 Lawn and Landscape Services to Olympia Landscape Development Inc.

Stephanie Hunt, Hays County Purchasing Agent, stated there were 9 respondents to the invitation for bids and the lowest bid was chosen.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to award a contract for IFB 2024-B02 Lawn and Landscape Services to Olympia Landscape Development Inc.

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

5 - 0 Passed - Unanimously

39975 Discussion and possible action to allow the Hays County Clerk's Office to Double Fill Deputy Clerk II Position, Slot 0454-003, for a Period Not to Exceed 12 Weeks.

Cynthia Millonzi, Assistant Hays County Clerk, stated this is for a temporary employee to fill an FMLA vacancy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to allow the Hays County Clerk's Office to Double Fill Deputy Clerk II Position, Slot 0454-003, for a Period Not to Exceed 12 Weeks.

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

5 - 0 Passed - Unanimously

39976 Discussion and possible action to award a contract for RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to SI Mechanical, LLC. and authorize staff and the District Attorney, Civil Division to negotiate a contract.

Commissioner Shell thanked Stephanie Hunt, Hays County Purchasing Agent, for working through these contract renewals and awards efficiently.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award a contract for RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to SI Mechanical, LLC. and authorize staff and the District Attorney, Civil Division to negotiate a contract.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-9 RE: *Discussion and possible action to re-organize the Compensation Committee.* - **WAS PULLED.**

Clerk's Note: Executive Session began at 11:10 a.m. and resumed back into open court at 3:58 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.**

39977 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 Cotton Gin Road in Precinct 1. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Vickie Dorsett, Hays County Budget Officer.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of counteroffers for Parcels 19, 20, and 21 in relation to the Cotton Gin right-of-way project in Precinct 1, as discussed in Executive Session.

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

5 - 0 Passed - Unanimously

39978 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 Hillside Terrace in Precinct 1. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, and Vickie Dorsett, Hays County Budget Officer.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Civil Division of the Hays County Criminal District Attorney's Office and associated consultants to offer possession and use agreements with incentive payments on qualified and necessary parcels, in line with the County's adopted parameters regarding such, on the Hillside Terrace right-of-way project in Precinct 2.

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

5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment, performance and duties of the Chief Juvenile Probation Officer, Director of Information Technology, Director of Transportation, Juvenile Facility Director, Chief Budget Officer, Elections Administrator, Director of Human Resources, Director of Emergency Services, Director of County Wide Operations, Director of Development Services, Combined Emergency Communications Director, Veterans Services Officer, County Auditor and Extension Agents.

Those present in Executive Session were the Commissioners Court, Mike Jones, Director of Emergency Services, Jerry Borcherding, Director of Transportation, Marcus Pacheco, Director of Development Services, and Vickie Dorsett, Hays County Budget Officer. No action taken.

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

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 526 for the week of January 21, 2024, with a peak of 540 inmates on January 24, 2024. The estimated cost for outsourcing inmates this week was $172,927. The average number of outsourced males is 266 and females is 4. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 57.

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: *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-6 RE: *Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Judicial Services Randy Focken.* - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 4:00 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on JANUARY 30, 2024.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
1/30/2024	39921	Adopt a Proclamation recognizing January 29-February 2, 2024 as National Job Corps Groundhog Week.	Y	Y	Y	Y	Y
1/30/2024	39922	Adopt a Proclamation recognizing February 2024 as Spay/Neuter Awareness Month.	Y	Y	Y	Y	Y
1/30/2024	39923	Approve payments of County invoices.	Y	Y	Y	Y	Y
1/30/2024	39924	Approve the payment of Juror checks.	Y	Y	Y	Y	Y
1/30/2024	39925	Approve the payment of United Healthcare claims.	Y	Y	Y	Y	Y
1/30/2024	39926	Approve Commissioners Court Minutes of January 16, 2024.	Y	Y	Y	Y	Y
1/30/2024	39927	Approve the payment of the January 31, 2024 payroll disbursements in an amount not to exceed $5,025,000.00 effective January 31, 2024 and post totals for wages, withholdings, disbursements and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
1/30/2024	39928	Approve and confirm the appointment of Andrew L. Upton as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office.	Y	Y	Y	Y	Y
1/30/2024	39929	Authorize the execution of quotes with Axon Enterprise, Inc. related to the Fleet in-car camera system and Body Worn camera program for the Constable Pct. 3 Office and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39930	Approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for 2024-2025.	Y	Y	Y	Y	Y
1/30/2024	39931	Authorize an amendment to the Health Department PHIG Grant budget for operating supplies as needed for the remainder of the fiscal year 2024.	Y	Y	Y	Y	Y
1/30/2024	39932	Authorize an amendment in the Sheriff Drug Forfeiture Fund of $10,000.00 for a capital improvement project.	Y	Y	Y	Y	Y
1/30/2024	39933	Accept the resignation, effective immediately, of Commissioner Walt Smith as member on the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments (CAPCOG) and approve the appointment of Commissioner Michelle Cohen to serve as member for a term ending December 31, 2025.	Y	Y	Y	Y	Y
1/30/2024	39934	Approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Lieutenant Ryan Hayden, Sergeant Mark Opiela, Sergeant David Marshall, Corporal Eric Zediker, Corporal Brian Wahlert, and Deputy Wesley Lowe to National Police Week on May 11-16, 2024, in Washington, D.C.	Y	Y	Y	Y	Y
1/30/2024	39935	Approve out-of-state travel, utilizing the CECC Continuing Education Funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 14 - 18, 2024 in National Harbor, Maryland.	Y	Y	Y	Y	Y
1/30/2024	39936	Authorize the Office of Emergency Services to accept a $700.00 donation from the San Marcos Lions Club for the Fire Marshal Division and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39937	Approve the appointment of Krista Pepau to the Emergency Services District (ESD) No. 9 Board of Emergency Services Commissioners, to fill the position formerly held by Chris Baker, for a term ending December 31, 2025.	Y	Y	Y	Y	Y
1/30/2024	39938	Authorize the submission of a grant application to the Texas Comptroller, Rural Law Enforcement Grant - Sherriff's Office in the amount of $500,000.00.	Y	Y	Y	Y	Y
1/30/2024	39939	Authorize the acceptance of a continuation grant award from the Texas Indigent Defense Commission (TIDC), FY24 Improvement Grant program in the amount of $8,631.00.	Y	Y	Y	Y	Y
1/30/2024	39940	Authorize the submission of a grant application to the Office of the Governor, State Homeland Security Program - Regular Projects in the amount of $14,470.00.	Y	Y	Y	Y	Y
1/30/2024	39941	Authorize the submission of a grant application to the Office of the Governor, First Responder Mental Health program in the amount of $10,035.00.	Y	Y	Y	Y	Y
1/30/2024	39942	Authorize the submission of a grant application to the FY24 Texas Parks and Wildlife Department, Recreational Trails Grant Program in the amount of $300,000.00.	Y	Y	Y	Y	Y
1/30/2024	39943	Authorize Commissioner, Precinct 3 to execute a letter of support for a grant application from Texas State University to the Texas Parks and Wildlife Recreational Trails Grant Program.	Y	Y	Y	Y	Y
1/30/2024	39944	Authorize the submission of a grant application to the Office of the Governor, Criminal Justice Grant Program in the amount of $142,183.71.	Y	Y	Y	Y	Y
1/30/2024	39945	Authorize the submission of a renewal grant application to the Department of State Health Services (DSHS), Public Health Emergency Preparedness (CPS/PHEP) Grant program in the amount of $126,721.00.	Y	Y	Y	Y	Y
1/30/2024	39946	Approve specifications for IFB 2024-B09 Winters Mill Parkway Roadway Improvements, Lighting and Pavement Markings and authorize Purchasing to solicit for bids and advertise.	Y	Y	Y	Y	Y
1/30/2024	39947	Approve Utility Permits.	Y	Y	Y	Y	Y
1/30/2024	39948	Approve an increase of $150.00 to the change fund for the Justice of the Peace Precinct 5 Office as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).	Y	Y	Y	Y	Y
1/30/2024	39949	Authorize payment to San Marcos Daily Record of $2,721.00 for the Elections Administration Office related to publishing the Public Notice for the Election for the November Constitutional Amendment election where a purchase order was not obtained prior to services rendered as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
1/30/2024	39950	Authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.	Y	Y	Y	Y	Y
1/30/2024	39951	Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, increasing the monthly weight report fee for each location to $50.00.	Y	Y	Y	Y	Y
1/30/2024	39952	Authorize the County Judge to execute a Memorandum of Understanding with the Texas Commission on Law Enforcement for the ability of the Sheriff's Office Training Academy to instruct a School Marshal and Recertification Class.	Y	Y	Y	Y	Y
1/30/2024	39953	Accept donations totaling $78,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39954	Authorize the County Judge to execute quotes with Tyler Technology related to the Jury Module for the creation of the Justice of the Peace, Pct. 2 Place 2 Court and make changes to the Jury Summons template and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39955	Authorize the Information Technology Department to purchase a DocuSign Envelope Package to allow electronic signatures for County documents.	Y	Y	Y	Y	Y
1/30/2024	39956	Authorize the County Judge to execute an Investment Summary Proposal with Tyler Technologies, Inc. for PACE training days for the Combined Emergency Communications Center (CECC) using credited funds received by Hays County and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39957	Authorize payment to Bobby A. Caine, Veteran's Treatment Court (VTC) defense attorney for hotel, flight and conference registration reimbursement to attend the National Association of Drug Court Professionals (NADCP) Conference and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39958	Authorize the execution of an updated Interlocal Cooperation Agreement between Dripping Springs Independent School District (DSISD) and Hays County related to school resource officers (SRO); establishing one additional SRO position effective December 1, 2023 and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39959	Authorize the Court to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide engineering services on the Fitzhugh Road Corridor Study project in Precinct 4.	Y	Y	Y	Y	Y
1/30/2024	39960	Authorize the Court to execute Change Order No. 4 amending the billing rates in the Professional Services Agreement between Hays County and BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3. This is a zero cost Change Order.	Y	Y	Y	Y	Y
1/30/2024	39961	Authorize the Court to execute Contract Amendment No. 6 to increase the contract compensation cap by $20,000.00 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.	Y	Y	Y	Y	Y
1/30/2024	39962	Authorize the Court to execute Contract Amendment No. 1 amending the Exhibit D billing rates in the Professional Services Agreement between Hays County and WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. for the East Side Corridor project in Precincts 1 and 2. There is no cost increase associated with this contract document.	Y	Y	Y	Y	Y
1/30/2024	39963	Approve the selection of HDR, Inc for the purpose of performing an intersection warrant study at the FM110/Yarrington Road eastern intersection and authorize staff to negotiate a contract after receiving scope and fee documents.	Y	Y	Y	Y	Y
1/30/2024	39964	Accept road construction & surface drainage improvements, release the subdivision bond #9426154 in the amount of $2,576,049.56, and accept the 2-year maintenance bond #341693Q in the amount of $140,202.02 for Waterstone Unit A.	Y	Y	Y	Y	Y
1/30/2024	39965	Accept road construction & surface drainage improvements, release the Letter of Credit #FTFC-23233 in the amount of $2,252,601.83, accept the 2-year maintenance bond #355371J in the amount of $103,974.35, and accept the 1-year revegetation bond #355373G in the amount of $4,709.55 for Waterstone Unit C.	Y	Y	Y	Y	Y
1/30/2024	39966	Call for a Public Hearing on February 27th, 2024, followed by discussion and possible action regarding The Cliffs of Onion Creek, Lot 1, Replat (PLN-2413-PC).	Y	Y	Y	Y	Y
1/30/2024	39967	Disapprove the Kai Vista Estates, Sec 1, Replat of Lot 36 and Reserve Tract A (PLN-2401-PC).	Y	Y	Y	Y	Y
1/30/2024	39968	Approve Carol Oaks, Lot 6, Replat (PLN-2208-PC).	Y	Y	Y	Y	Y
1/30/2024	39969	Accept a Proposal from Water & Earth Technologies (WET) related to the replacement of the live feed camera station at National Resources Conservation Service (NRCS) Dam # 5; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39970	Approve one new Data Program Specialist position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39971	Approve a new Behavioral Health Coordinator position with equipment in the Hays County Health Department effective February 1, 2024, and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39972	Authorize the purchase of consumables for employee training hosted by Human Resources.	Y	Y	Y	Y	Y
1/30/2024	39973	Authorize the County Judge to execute a contract with Evoke Wellness related to substance-use treatment for participants in the Judicial Services Department and amend the budget accordingly.	Y	Y	Y	Y	Y
1/30/2024	39974	Award a contract for IFB 2024-B02 Lawn and Landscape Services to Olympia Landscape Development Inc.	Y	Y	Y	Y	Y
1/30/2024	39975	Allow the Hays County Clerk's Office to Double Fill Deputy Clerk II Position, Slot 0454-003, for a Period Not to Exceed 12 Weeks.	Y	Y	Y	Y	Y
1/30/2024	39976	Award a contract for RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to SI Mechanical, LLC. and authorize staff and the District Attorney, Civil Division to negotiate a contract.	Y	Y	Y	Y	Y
1/30/2024	39977	Authorize the submission of counteroffers for Parcels 19, 20, and 21 in relation to the Cotton Gin right-of-way project in Precinct 1, as discussed in Executive Session.	Y	Y	Y	Y	Y
1/30/2024	39978	Authorize the Civil Division of the Hays County Criminal District Attorney's Office and associated consultants to offer possession and use agreements with incentive payments on qualified and necessary parcels, in line with the County's adopted parameters regarding such, on the Hillside Terrace right-of-way project in Precinct 2.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the February 15, 2024 payroll disbursements in an amount not to exceed $4,500,000.00 effective February 15, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T.CRUMLEY

Sponsor: Commissioner Shell

Agenda Item

Authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of $429,168.00 where no match is required. **SHELL/T.CRUMLEY**

Summary

The Hays County Sheriff's Office drone unit is advocating for the introduction of a specialized command vehicle named "DRAXXON." This high-tech vehicle acts like a moving control center, allowing officers to quickly set up a central hub at or near an incident site. The main idea is to use this vehicle during search and rescue (SAR) events, enabling Hays County officers to better coordinate different teams, including those on the ground, K-9 units, drones, helicopters, and other specialized units, all in real-time. This application will be reviewed by CAPCOG (Capital Area Council of Government) and will be ranked as Priority #1. Grant App: 4942801 Grant Start Date: 9/1/24

Attachments

Application
Ranking
Resolution

9:22 AM

Agency Name: Hays County
Project Title: Hays County Comprehensive Specialty Vehicle

Grant/App: 4942801
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 8/31/2026
Liquidation Date:
CFDA: 97.067

Fund Source: HS-Homeland Security Grant Program (HSGP)
OOG Solicitation: SHSP LETPA Solicitation -FY24
Announcement

Current Budget: $429,168.00

Eligibility Profile Narrative Activities Measures Budget Documents Homeland.Security Conditions.of.Funding Submit.Application Summary Upload.Files My.Home Details Grant.Vendor

Printer Friendly

NOTICE – 2-HOUR TIMEOUT: This page will timeout after 2 hours of inactivity. You may save your work at any time by clicking the **Save Only** button at the bottom of the page. The system will alert you when there is 15 minutes remaining in your session.

General Information and Instructions

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG

Identifying Information

Applicant Agency Name:
Hays County

Project Title:
Hays County Comprehensive Specialty Vehicle

Division or Unit to Administer the Project:

Sheriff's Office - Drone Unit

Agency Address Line 1:
101 Thermon Dr

Agency Address Line 2:

City: San Marcos

State: Texas

Zip Code: 78666

Start Date: 9/1/2024

End Date: 8/31/2026

Plan Year: 2025

Target Area Information

Select Your Project's Geographic Impact:

(●) Local ( ) Regional ( ) Statewide

Select Your Primary Service County:
The county in which the majority of services will be provided, or select **Impact is Statewide**: Hays

Your project will provide services within:
Hays

Select all of the counties within the project's service area:
Click to View County List

View the list of counties you selected that are within the project's service area:
Bexar,Travis

Grant Officials Information

Authorized Official Email Address:

judge.becerra@co.hays.tx.us [Assign Authorized Official]

Title:
The Honorable

Last Name:
Becerra

First Name:
Ruben

Business Phone:
512-393-2205

Fax Number:

Position:
County Judge

Salutation:
Judge

Address Line 1:
111 E San Antonio St

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Financial Officer Email Address:

marisol.alonzo@co.hays.tx.us **Assign Financial Officer**

Title:
Ms.

Last Name:
Alonzo

First Name:
Marisol

Business Phone:
512-393-2283

Fax Number:
512-393-2248

Position:
County Auditor

Salutation:
Ms.

Address Line 1:
712 S. Stagecoach Trl., Ste. 1071

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Project Director Email Address:

ashton.pecina@co.hays.tx.us **Assign Project Director**

Title:
Mr.

Last Name:
Pecina

First Name:
Ashton

Business Phone:
512-393-2209

Fax Number:

Position:
Grant Writer

Salutation:
Mr.

Address Line 1:
715 S. Stagecoach Trail

Address Line 2:
5123932209

City:
San Marcos

State:
Texas

Zip Code:
78666

Grant Writer Email Address:

simone.corprew@co.hays.tx.us **Assign Grant Writer**

Title:
Ms.

Last Name:
Corprew

First Name:
Simone

Business Phone:
512-749-1161

Fax Number:

Position:
Grant Writer

Salutation:
Ms.

Address Line 1:
712 S Stagecoach Trail

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

3:03 PM

Agency Name: Hays County
Project Title: Hays County Comprehensive Specialty Vehicle

Grant/App: 4942801
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 8/31/2026
Liquidation Date:
CFDA: 97.067

Fund Source: HS-Homeland Security Grant Program (HSGP)

Current Budget: $429,168.00

OOG Solicitation: SHSP LETPA Solicitation -FY24 Announcement

Printer Friendly

NOTICE – 2-HOUR TIMEOUT: This page will timeout after 2 hours of inactivity. You may save your work at any time by clicking the **Save Only** button at the bottom of the page. The system will alert you when there is 15 minutes remaining in your session.

General Information and Instructions

View Introduction

Fund Source Information and Requirements

Overview

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

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

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

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

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

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

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

Program Requirements

Building and Sustaining Core Capabilities

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

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

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

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

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

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

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

Overall Certification

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

☐ **I certify to all of the application content and requirements.**

Project Narrative

Project Summary

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

Hays County Sheriff's Office drone unit advocates for a Specialized command vehicle called "DRAXXON" that allows officers to set up a centralized location at or near the scene of an incident, providing real-time access to communication systems, databases, and resources. Hays County's primary goal is to utilize this vehicle during a search and rescue (SAR) event. This specialized vehicle will allow Hays County officers to facilitate the coordination of various teams, such as ground searches, K-9 units, drones, helicopters, and other specialized units. The impact that Hays County is seeking to promote is to expedite search efforts, increase the likelihood of a swift and successful rescue operation, and provide reassurance and safety to the community by showcasing the Hays County Sheriff's Office preparedness and commitment to a rapid and efficient emergency response in critical situations as a search and rescue event.

Problem Statement

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

Hays County Sheriff's Office proposes to utilize the requested specialized vehicle as a strategic asset for the law enforcement office by serving as a mobile unit that can swiftly gather and analyze real-time information, enabling quick decision-making and coordinated responses. Additionally during a SAR, this vehicle becomes the center for tactical planning, enabling the deployment of resources where they are most needed and coordinating multiple units. The equipment can manage and communicate seamlessly, and provide instant access to critical data aiding fellow officers by ensuring the safety and security of the affected area during critical events.

Existing Capability Levels

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

The Hays County Sheriff's Office's drone unit operates from an ambulance vehicle generously donated by the Wimberly Fire Department. Serving as the primary operational hub, this vehicle plays a central role in supporting the Sheriff's Office during search and rescue operations and addressing potential terroristic threats. Its consistent deployment across approximately 180 critical events in 2023 underscores its invaluable contribution, not only to the drone unit's effectiveness but also to enhancing public safety. The current vehicle has been instrumental in supporting various public safety initiatives across Hays County, encompassing community events, SWAT operations, high-risk search and arrest warrants, and enhancing security at the Texas State Football stadium, employing drone detection technology. Additionally, the drone unit has served along side Hays County SWAT and as operated as the regional team for the areas of Blanco, Caldwell, and Bastrop County. Its role in facilitating the drone unit's operations by providing essential capabilities, such as recharging batteries and powering equipment, underscores its significance. While the current vehicle serves these functions adequately, the sought-after 'DRAXXON' vehicle offers critical enhancements. With larger screens providing more efficient image displays compared to the current smaller screen, the 'DRAXXON' promises improved visual capabilities. Moreover, its equipped technology extends radio frequency for drones and ensures internet connectivity for computers, crucial elements empowering the Sheriff's Office in executing emergency responses more effectively.

Capability Gaps

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

The proposed project aims to bolster the capabilities gaps that the Hays County Sheriff's Office drone unit struggles with, enabling it to effectively manage search and rescue operations and respond adeptly to critical events involving potential terroristic threats through unmanned deployments. By allocating funding to the Hays County Sheriff's Office, this initiative seeks to enhance the agency's capacity, ultimately mitigating threats more safely and bolstering public safety measures. The existing ambulance vehicle utilized by the drone unit falls short in comparison to the capabilities offered by the 'DRAXXON.' Its outdated technology and inadequate safety features limit the Sheriff's Office's ability to execute successful rescue missions or unmanned events effectively. Upgrading to the 'DRAXXON' is essential to meet the advanced technological needs and safety standards required for the Sheriff's Office to proficiently respond to evolving rescue scenarios and unmanned operations.

Impact Statement

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

The Sheriff's Office aims to deploy the specialized vehicle 'DRAXXON' strategically in emergency tactical events, primarily focusing on search and rescue/recovery operations and officer-involved shooting incidents. This vehicle's primary function includes advanced capabilities for mapping both individuals and scenes, crucial in critical scenarios. For instance, during such events, the 'DRAXXON' will utilize its mapping technology to chart the paths of county vehicles. This feature not only aids in locating missing persons swiftly but also enhances the safety protocols for officers by providing them with a clear and efficient route. This innovative approach ensures a more rapid and secure response, enabling the timely recovery of missing individuals or the swift neutralization of potential threats, thereby bolstering overall safety measures.

Homeland Security Priority Action

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

4.11 Strengthen the state's regionally focused, multidiscipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid.

Target Group

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

The proposed project stands to significantly benefit both the Hays County Sheriff's Office drone unit and the residents alike. For the Sheriff's Office drone unit, this project represents a pivotal enhancement in operational capabilities, facilitating more efficient and effective responses during critical incidents such as search and rescue missions or emergency scenarios involving potential threats. Equipping the unit with upgraded technology and resources not only amplifies its ability to swiftly address challenges but also ensures a higher level of safety and precision in its operations. Simultaneously, the community stands to gain immensely from these advancements. With an augmented drone unit, residents can expect quicker emergency responses, enhanced search and rescue efforts, and a heightened level of safety during critical events. The project's positive impact on public safety fosters a sense of security and reassurance among residents, illustrating the Sheriff's Office's commitment to safeguarding the community's well-being.

Long-Term Approach

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

The Hays County Sheriff's Office will persist with their ongoing operations utilizing the existing ambulance vehicle if funding allocation for the 'DRAXXON' vehicle is unattainable. However, securing the 'DRAXXON' is imperative due to the current technology limitations, compelling the Sheriff's Office to rely on neighboring counties with updated vehicles. This reliance results in considerable time loss, hindering the fulfillment of the Sheriff's Office's objectives for county inhabitants. The acquisition of the 'DRAXXON' holds pivotal significance in ensuring officer safety during tactical missions. Its larger screens and advanced mapping capabilities empower officers to strategize drone-assisted routes, significantly mitigating the risks of injuries or fatalities among the law enforcement personnel involved.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

Save Only

9:22 AM

Agency Name: Hays County
Project Title: Hays County Comprehensive Specialty Vehicle

Grant/App: 4942801
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 8/31/2026
Liquidation Date:
CFDA: 97.067

Fund Source: HS-Homeland Security Grant Program (HSGP)
OOG Solicitation: SHSP LETPA Solicitation -FY24 Announcement

Current Budget: $429,168.00

Printer Friendly

NOTICE – 2-HOUR TIMEOUT: This page will timeout after 2 hours of inactivity. You may save your work at any time by clicking the **Save Only** button at the bottom of the page. The system will alert you when there is 15 minutes remaining in your session.

General Information and Instructions

View Introduction

View Icons

Fund Source Information and Requirements

HSGP Instructions for Project Activity Selection

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

OOG-Defined Project Activity Area

Select Your Project Activities

Select one or more project activities that best describe your project. Once you have selected one or more project activities from the list, then click on the **Update Activity Selection** button to add those selections to your project. You will then be able to describe the project activities you selected and added to your project in the **Detailed Project Activity Area**. For a description of the eligible project activities, please click on the **View a Description of the Activities** button.

Collapse Activity List

- [x] Emergency Operations Center Technology and Enhancements
- [ ] Information and Intelligence Sharing/Cooperation
- [ ] Planning - Homeland Security
- [ ] Protection of Soft Targets/Crowded Places
- [ ] Support of First Responder Capabilities

Update Activity Selection | View a Description of the Activities

Grantee-Defined Project Activity Area

Create Your Own Project Activity

Some activities may not be covered in the previous selection area. This section allows you to create and edit a customized project activity in the text bar. Type in your self-defined **Project Activity** and then click the **Add Custom Item** button.

Add Custom Item

Detailed Project Activity Area

Describe Each Activity

This section lists all of the items you selected for OOG and grantee-defined project activities.

Click on the 'pencil' icon next to each activity to enter the percentage of time spent on the activity as well as a brief description of how the activity is performed. Click on the 'diskette' icon to save the information entered for each activity.

Activity	Edit	Dedicated Percentage	Description of Activity	Delete
Emergency Operations Center Technology and Enhancements		100	The "DRAXXON" will be deployable to search/rescue incidents and will allow for better display of screen mapping with the use of drones.	

Check this box to Confirm Deletion of a Project Activity

Note: Once you **Save** each item above, the subtotal for the **Dedicated Percentage** column will refresh below under **Total**.
Total: 100 Percent

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

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

9:22 AM

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General Information and Instructions

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Fund Source Information and Requirements

Requirements

Introduction
The performance measures listed in this section are tied to an activity as selected by the applicant on the Activities tab.

These measures are essentially estimated targets of the volume of activity in a project. OOG uses them during the application phase to evaluate the project, and during the active grant phase to measure progress towards those targets. Measures should reflect an applicant's best estimate of the level of activities they expect to perform *during the grant period*, unless specifically instructed otherwise.

***Note**: If the measures are not visible on this tab, simply navigate back to the Activities tab, add **ONLY** one activity to your project, save your selection, then return to the Measures tab.*

OOG-Defined Performance Measures
Grantees are required to report for each measure listed and should enter a "0" for any measure not applicable to their project.

In addition, grantees may also be required to report fund specific progress report data. Grantees must follow the progress reporting instructions provided by the Public Safety Office.

Custom-Defined Performance Measures
OOG encourages grantees to add any additional custom measures that would help us better understand the project's activities and performance, but these are not required. To add a custom measure, click on the "Create Custom Performance Measures" button.

Fusion Centers Only

Please indicate which Fusion Center this project supports:

- ○ Austin Regional Intelligence Center
- ○ Dallas Fusion Center
- ○ El Paso Multi-Agency Tactical Response Information eXchange (MATRIX)
- ○ Fort Worth Intelligence Exchange
- ○ Houston Regional Intelligence Service Center
- ○ North Texas Fusion Center
- ○ Southwest Texas Fusion Center
- ○ Texas Joint Crime Information Center
- ◉ **[N/A - PSO Use Only]**

Fusion Centers Only Measures

State and major Urban Area fusion centers receiving SHSP or UASI grant funds will be evaluated based on compliance with the guidance and requirements for the National Network as set forth by DHS Intelligence and Analysis (I&A) through the annual Fusion Center Assessment. The applicant must utilize its data from the annual Fusion Center Assessment when developing the planned project investment. Each Fusion Center project must align to, and reference, specific performance areas of the Assessment that the funding is intended to support.

Reference # DHS I&A Fusion Center Performance Measures

Please select the DHS I&A performance measure(s) this project funding will support (select all that apply):

☐ **2024.1** Percentage of federal Information Intelligence Reports (IIRs) originating from fusion center information that address a specific Intelligence Community need

☐ **2024.2** Percentage of federal IIRs originating from fusion center information that the Intelligence Community otherwise used in performing its mission (e.g., contained first-time reporting; corroborated existing information; addressed a critical intelligence gaps; or helped to define an issue or target).

☐ **2024.3** Number of SARs vetted and submitted by fusion centers that result in the initiation or enhancement of an investigation by the FBI

☐ **2024.4** Number of SAR vetted and submitted by fusion centers that involve an individual on the Watchlist

☐ **2024.5** Percentage of Requests for Information (RFIs) from the Terrorist Screening Center (TSC) for which fusion centers provided information for a TSC case file

☐ **2024.6** Percentage of I&A Watchlist nominations that were initiated or updated existing case files based on information provided by fusion centers

☐ **2024.7** Number of distributable analytic products co-authored by one or more fusion centers and/or federal agencies

☐ **2024.8** Percentage of fusion center distributable analytic products that address Homeland Security topics

☐ **2024.9** Percentage of fusion center distributable analytic products that address state/local customer information needs

☐ **2024.10** Percentage of key customers reporting that fusion center products are relevant

- [ ] **2024.11** Percentage of key customers reporting that fusion center services are relevant
- [ ] **2024.12** Percentage of key customers reporting that fusion center products are timely for mission needs
- [ ] **2024.13** Percentage of key customers reporting that fusion center services are timely for mission needs
- [ ] **2024.14** Percentage of key customers reporting that fusion center products influenced their decision making related to threat response activities within their AOR
- [ ] **2024.15** Percentage of key customers reporting that fusion center services influenced their decision making related to threat response activities within their AOR
- [ ] **2024.16** Percentage of key customers reporting that fusion center products resulted in increased situational awareness of threats within their AOR
- [ ] **2024.17** Percentage of key customers reporting that fusion center services resulted in increased situational awareness of threats within their AOR
- [ ] **2024.18** Number of tips and leads vetted by the fusion center
- [ ] **2024.19** Number of tips and leads vetted by the fusion center that were provided to other F/SLTT agencies for follow up action
- [ ] **2024.20** Number of responses to RFIs from all sources
- [ ] **2024.21** Number of situational awareness products developed and disseminated by fusion centers
- [ ] **2024.22** Number of case support and/or tactical products developed and disseminated by fusion centers
- [ ] **2024.23** Percentage of federally designated special events in which fusion centers played a direct role
- [ ] **2024.24** Percentage of federally declared disasters in which fusion centers played a direct role
- [ ] **2024.25** Number of public safety incidents in which fusion centers played a direct role

Entering the OOG-Defined Output Performance Measure Information

Please enter the required target levels for each output measure listed below.

Edit	Output Measures	Target Level
	Number of exercises conducted.	5
	Number of individuals participating in exercises.	150
	Number of operational coordination programs (EOCs/EOC systems or other Incident Command structures) created, maintained or enhanced.	5
	Number of people trained.	583
	Number of trainings conducted.	83

Create Custom Performance Measures

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous Save and Continue

9:23 AM

Agency Name: Hays County
Project Title: Hays County Comprehensive Specialty Vehicle

Grant/App: 4942801
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 8/31/2026
Liquidation Date:
CFDA: 97.067

Fund Source: HS-Homeland Security Grant Program (HSGP)

Current Budget: $429,168.00

OOG Solicitation: SHSP LETPA Solicitation -FY24
Announcement

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General Information and Instructions

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View Instructions

Select and Enter Budget Line Item Details

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
		Personnel	$0.00	$0.00	$0.00	$0.00	$0.00
		Contractual and Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00
		Travel and Training	$0.00	$0.00	$0.00	$0.00	$0.00
+		Equipment	$429,168.00	$0.00	$0.00	$0.00	$429,168.00
		Supplies and Direct Operating Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
		Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$429,168.00	$0.00	$0.00	$0.00	$429,168.00

Validate M&A is less than 5% of OOG Funds

Click to access the FEMA Authorized Equipment List (AEL)

POETE Groupings

Planning:	Organization:	Equipment:	Training:	Exercises:	M & A:
$0.00	$0.00	$429,168.00	$0.00	$0.00	$0.00

Expand Solution Area

Collapse Disciplines

DISCIPLINES

Discipline

Discipline	Cost	Total Cost
Agriculture	$0.00	
Cyber Security	$0.00	
Emergency Management	$0.00	
Emergency Medical Services (Non fire-based)	$0.00	
Emergency Medical Services (Fire-based)	$0.00	
Fire Service	$0.00	
Governmental/Administrative	$0.00	
Health Care	$0.00	
HazMat	$0.00	
Law Enforcement/LETPA	$429,168.00	
Not for Profit/Non-Profit	$0.00	
Public Health	$0.00	
Public Safety Communications	$0.00	
Public Works	$0.00	
Regional Transit System	$0.00	
Management and Administration	$0.00	$429,168.00

Update Discipline

Export Your Budget Detail Item(s)

Export To Excel

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Previous Save and Continue

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Fund Source Information and Requirements

Resolution from Governing Body

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

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

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

Contract Compliance

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ○ Yes
- ◉ No
- ○ N/A

Fiscal Year

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

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

9/1/2024

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

8/31/2026

Sources of Financial Support

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

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

42916800

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

0

Single Audit

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

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter the date of your last annual single audit:

Debarment

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

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

Select the appropriate response:

- ◉ I Certify
- ○ Unable to Certify

Enter the debarment justification:

I certify that everything above in the "debarment" category is correct.

FFATA Certification

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

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

- ○ Yes
- ◉ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- ○ Yes
- ◉ No

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

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

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9:23 AM

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Project Title: Hays County Comprehensive Specialty Vehicle

Grant/App: 4942801
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Printer Friendly

General Information and Instructions

DHS Project Type

DHS Project Type: Develop capabilities to prevent, detect, and respond to improvised explosive device (IED) terrorist attacks.

Capabilities

Select one Core Capability: Operational Communications

See the detailed Core Capability descriptions within the National Preparedness Goal

Identify if this investment focuses on building new capabilities or sustaining existing capabilities.

- (●) New Capabilities (Build)
- ( ) Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable:

- (●) Deployable

○ Shareable
○ Neither Deployable or Shareable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

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

Select	Steps	Description	Process
☐	Initiate	The authorization to begin work or resume work on any particular activity.	Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
☐	Plan	The purpose of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project.	Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.
☑	Execute	The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.	Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
☐	Control	A mechanism w hich reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.	Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate corrective action as needed.
☐	Close Out	The completion of all work on a project. Can also refer to completion of a phase of the project.	Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

Milestones

List 3 to 5 milestones of this project, and then list the intended completion date for each milestone.

Milestones should occur throughout the project.

Enter dates as MM-DD-YYYY

Milestone	Completion Date	Edit	Delete

Begin training with vehcile and equipment	09-01-2024		Delete
maintain proper maintenance on the vehcicle along with the equipment	01-01-2025		Delete
Be fully functional on deployment	08-30-2026		Delete

Create New Milestone

NIMS Resources

Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool

Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool

6-508-1245

Click to access the Resource Type Library Tool

Note from Grantee to OOG

Save Note from Grantee to OOG

Previous Save and Continue

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Capital Area Council of Governments
2024 SHSP Grant Worksheet

Jurisdiction:	Agency / Department:	Total Funding Requested:	
Hays County	Sheriff' Office	$429,168.00	
Project Name:	**Grant Number:**	**Was Project Identified in**	**LEPTA:**
Hays County Comprehensive Speciality Vehicle Project ** Priority #1**	4942801	☐ THIRA ☐ SPR ☐ HSSP-IP	☒ Yes ☐ No

DHS/FEMA Investment Area [only one allowed]:

☐ Cyber Security ☐ Information & Intelligence Sharing ☐ Soft Targets/Crowded Places ☐ Election Security

☒ Community Preparedness & Resilience ☐ Combat Domestic Violent Extremism ☐ Other _____

FEMA Core Capability/Capabilities [list all that apply]

The Hays County Sheriff's Office's drone unit operates from an ambulance vehicle generously donated by the Wimberly Fire Department. Serving as the primary operational hub, this vehicle plays a central role in supporting the Sheriff's Office during search and rescue operations and addressing potential terroristic threats. Its consistent deployment across approximately 180 critical events in 2023 underscores its invaluable contribution, not only to the drone unit's effectiveness but also to enhancing public safety. The current vehicle has been instrumental in supporting various public safety initiatives across Hays County, encompassing community events, SWAT operations, high-risk search and arrest warrants, and enhancing security at the Texas State Football stadium, employing drone detection technology. Additionally, the drone unit has served along side Hays County SWAT and as operated as the regional team for the areas of Blanco, Caldwell, and Bastrop County. Its role in facilitating the drone unit's operations by providing essential capabilities, such as recharging batteries and powering equipment, underscores its significance. While the current vehicle serves these functions adequately, the sought-after 'DRAXXON' vehicle offers critical enhancements. With larger screens providing more efficient image displays compared to the current smaller screen, the 'DRAXXON' promises improved visual capabilities. Moreover, its equipped technology extends radio frequency for drones and ensures internet connectivity for computers, crucial elements empowering the Sheriff's Office in executing emergency responses more effectively.

Item/Equipment to be acquired:

The equipment to be acquired is a vehicle that will give the Hays County Drone Unit a more efficient ability to provide search and rescue missions and to improve the abilities for drone operations and tactical operations.

Summary of Purpose [explanation for review committees]:

Hays County Sheriff's Office drone unit advocates for a Specialized command vehicle called "DRAXXON" that allows officers to set up a centralized location at or near the scene of an incident, providing real-time access to communication systems, databases, and resources. Hays County's primary goal is to utilize this vehicle during a search and rescue (SAR) event. This specialized vehicle will allow Hays County officers to facilitate the coordination of various teams, such as ground searches, K-9 units, drones, helicopters, and other specialized units. The impact that Hays County is seeking to promote is to expedite search efforts, increase the likelihood of a swift and successful rescue operation, and provide reassurance and safety to the community by showcasing the Hays

Capital Area Council of Governments
2024 SHSP Grant Worksheet

County Sheriff's Office preparedness and commitment to a rapid and efficient emergency response in critical situations as a search and rescue event.

Summary of Need [explanation for review committees]:

The proposed project aims to bolster the capabilities gaps that the Hays County Sheriff's Office drone unit struggles with, enabling it to effectively manage search and rescue operations and respond adeptly to critical events involving potential terroristic threats through unmanned deployments. By allocating funding to the Hays County Sheriff's Office, this initiative seeks to enhance the agency's capacity, ultimately mitigating threats more safely and bolstering public safety measures. The existing ambulance vehicle utilized by the drone unit falls short in comparison to the capabilities offered by the 'DRAXXON.' Its outdated technology and inadequate safety features limit the Sheriff's Office's ability to execute successful rescue missions or unmanned events effectively. Upgrading to the 'DRAXXON' is essential to meet the advanced technological needs and safety standards required for the Sheriff's Office to proficiently respond to evolving rescue scenarios and unmanned operations.

Sustainment of a regional capability:	If yes, what regional capability?	Is proposed project a continuation of a previous grant?
☒ Yes ☐ No	Travis and Bexar County	☐ Yes ☒ No If yes, what year_____

Describe how proposed project meets regional needs:

The envisioned project is designed to provide flexible support, ready to assist neighboring counties in drone operations or rescue missions. This mobile vehicle comes fully equipped with all necessary electronics and WiFi capabilities, ensuring a comprehensive and readily available resource for a range of operations.

If proposed grant project amount had to be reduced, does your request scale?	If yes, what changes can be made?	Has Project been submitted for other grant:
☐ Yes ☒ No	Click or tap here to enter text.	☐ Yes ☒ No If yes, what grant(s): Click or tap here to enter text.

Additional information you wish to convey to reviewers:

In our ever-evolving landscape of public safety, the imperative for advanced and specialized tools has become undeniable. Introducing a dedicated drone vehicle stands as a transformative leap forward, addressing critical gaps in our emergency response capabilities. This specialized drone vehicle offers unparalleled advantages, from swift reconnaissance and surveillance to rapid response in challenging terrains. Equipped with state-of-the-art technology, it enhances situational awareness, aiding our public safety personnel in making informed decisions during emergencies. Moreover, its capacity for aerial views facilitates effective coordination in search and rescue operations, providing invaluable support to our first responders. The implementation of this drone vehicle is not just a technological advancement; it's an investment in the safety and well-being of our community. With its potential to revolutionize public safety efforts, this specialized drone vehicle is not merely a luxury but an essential asset for our community's preparedness and resilience.

Technical Contact:	Phone:
Cpl. Mitchell	5123937800

STOP. DO NOT FILL IN ANY INFORMATION BELOW THIS LINE

FOR CAPCOG NOTES ONLY:

Assigned Review sub-committee:

Capital Area Council of Governments
2024 SHSP Grant Worksheet

☐ Meets Group 1	☐ Meets Group 2	☐ Meets Group 3	☐
Notes:			

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Specialty Vehicle "DRAXXON" Project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Specialty Vehicle "DRAXXON" Project to the Office of the Governor.

ADOPTED THIS THE 6th DAY of FEBRUARY, 2024

_____

Ruben Becerra
Hays County Judge

Grant Number: 4942801

ATTEST:

_____

Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T.CRUMLEY

Sponsor: Commissioner Shell

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of $105,600.68. **SHELL/T.CRUMLEY**

Summary

The Hays County Sheriff's Office, along with all five Constable Precincts, are actively proposing a comprehensive initiative to supply its officers with state-of-the-art rifle-resistant armor. This proposed measure aims to fortify the safety of law enforcement personnel during critical events, particularly those involving a potential threat from rifle-caliber ammunition. By equipping officers with advanced protective gear, the agencies are prioritizing the well-being and security of their personnel, acknowledging the evolving challenges faced in law enforcement scenarios. This strategic move underscores a commitment to enhancing the overall preparedness and effectiveness of officers when confronting situations that pose a heightened risk, ensuring a proactive approach to maintaining public safety within Hays County. No match is required. Grant App: 4946401. Grant Start date: 9/1/24.

Attachments

Application
Resolution

11:38 AM

Agency Name: Hays County
Grant/App: 4946401
Start Date: 9/1/2024
Project Title: Hays County Rifle Body Armor Grant
Status: Application Pending Submission
End Date: 10/1/2024
Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)
Current Program Manager:
Liquidation Date:
Original Award: $0.00
Current Budget: $105,600.68
Current Award: $0.00
CFDA: NONE
OOG Solicitation: PY2025 Rifle-Resistant Body Armor Grant Program Announcement

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General Information and Instructions

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG

Identifying Information

Applicant Agency Name:
Hays County

Project Title:
Hays County Rifle Body Armor Grant

Division or Unit to Administer the Project:
Sheriff's Office

Agency Address Line 1:
101 Thermon Dr

Agency Address Line 2:

City: San Marcos

State: Texas

Zip Code: 78666

Start Date: 9/1/2024

End Date: 10/1/2024

Plan Year: 2025

Target Area Information

Select Your Project's Geographic Impact:

(●) Local ( ) Regional ( ) Statewide

Select Your Primary Service County:
The county in which the majority of services will be provided, or select **Impact is Statewide**: Hays

Your project will provide services within:
Hays

Select all of the counties within the project's service area:
Click to View County List

View the list of counties you selected that are within the project's service area:
Bexar,Travis

Grant Officials Information

Authorized Official Email Address:

judge.becerra@co.hays.tx.us **Assign Authorized Official**

Title:
The Honorable

Last Name:
Becerra

First Name:
Ruben

Business Phone:
512-393-2205

Fax Number:

Position:
County Judge

Salutation:
Judge

Address Line 1:
111 E San Antonio St

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Financial Officer Email Address:

marisol.alonzo@co.hays.tx.us **Assign Financial Officer**

Title:
Ms.

Last Name:
Alonzo

First Name:
Marisol

Business Phone:
512-393-2283

Fax Number:
512-393-2248

Position:
County Auditor

Salutation:
Ms.

Address Line 1:
712 S. Stagecoach Trl., Ste. 1071

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Project Director Email Address:

ashton.pecina@co.hays.tx.us **Assign Project Director**

Title:
Mr.

Last Name:
Pecina

First Name:
Ashton

Business Phone:
512-393-2209

Fax Number:

Position:
Grant Writer

Salutation:
Mr.

Address Line 1:
715 S. Stagecoach Trail

Address Line 2:
5123932209

City:
San Marcos

State:
Texas

Zip Code:
78666

Grant Writer Email Address:

simone.corprew@co.hays.tx.us **Assign Grant Writer**

Title:
Ms.

Last Name:
Corprew

First Name:
Simone

Business Phone:
512-749-1161

Fax Number:

Position:
Grant Writer

Salutation:
Ms.

Address Line 1:
712 S Stagecoach Trail

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

Save Only

11:39 AM

Agency Name: Hays County	**Grant/App:** 4946401	**Start Date:** 9/1/2024	
Project Title: Hays County Rifle Body Armor Grant	**Status:** Application Pending Submission	**End Date:** 10/1/2024	**Fund Source:** BG-Rifle-Resistant Body Armor Grant Program (BAGP)
	Current Program Manager:	**Liquidation Date:**	
	Original Award: $0.00		
Current Budget: $105,600.68	**Current Award:** $0.00	**CFDA:** NONE	**OOG Solicitation:** PY2025 Rifle-Resistant Body Armor Grant Program Announcement

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General Information and Instructions

View Introduction

Fund Source Information and Requirements

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Peace Officers - all peace officers currently employed by the agency

Current total number of officers:

206

Reserve Officers - all other reserve officers

Current total number of officers:

0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies
Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" for more information.

NIJ Body Armor Standards
Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement
Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:
1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

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

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

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

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

Compliance with State and Federal Laws, Programs and Procedures

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

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit Sexual Assault Evidence Tracking Program website for more information on or to set up an account to begin participating. Additionally, per Section 420.042, a law enforcement agency that receives evidence of a sexual assault or other sex offense must submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received. A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, enact or have to have in effect, or make themselves subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

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

☑ **I certify to all of the application content & requirements.**

Project Narrative

Project Abstract

Briefly summarize the proposed project. The abstract should summarize information in the other project narrative boxes below, and should be understandable by a lay person.

The Hays County Sheriff's Office, along with all five Constable Precincts, is actively proposing a comprehensive initiative to supply its officers with state-of-the-art rifle-resistant armor. This proposed measure aims to fortify the safety of law enforcement personnel during critical events, particularly those involving a potential threat from rifle-caliber ammunition. By equipping officers with advanced protective gear, the agencies are prioritizing the well-being and security of their personnel, acknowledging the evolving challenges faced in law enforcement scenarios. This strategic move underscores a commitment to enhancing the overall preparedness and effectiveness of officers when confronting situations that pose a heightened risk, ensuring a proactive approach to maintaining public safety within Hays County.

Problem Statement

Describe the nature and scope of the underlying problem the proposed project will address. Include aspects of the problem relevant to the project's approach and activities.

The absence of rifle-resistant armor for Hays County deputies poses a risk as increased vulnerability to high-caliber rifle rounds in critical incidents, heightened danger during active shooter situations, decreased confidence in handling rifle threats, and potential compromises to the deputies and public safety.

Supporting Data

Provide supporting data for the Problem Statement. Data should be relevant to the project and its target group. For example, do not use statewide data for a local problem or national data for a statewide problem.

Hays County deputies must be prepared to face high-caliber rifle threats with adequate protection that will prevent severe injuries or fatalities which indeed highlights the crucial need for rifle-resistant armor. Hays County deputies have had active shooter incidents where the necessity of providing officers with rifle-resistant armor, improves their capacity to swiftly neutralize threats, reduce casualties, and significantly enhance the overall effectiveness of law enforcement responses.

Project Approach & Activities

Describe the methodologies, approaches, and activities to be employed by the project. This should logically tie back to the Problem Statement.

Providing the Hays County deputies with rifle-resistant armor allows additional training with the equipment in order for them to become more familiar with its weight, mobility limitations, and overall feel of the gear. Being awarded this equipment allows the deputies to become more comfortable and agile while wearing the gear, which is crucial for effective movement and response during high-stress situations. These approaches and activities allow Hays County to fulfill the need for more efficient equipment during rifle threats throughout Hays County.

Capacity & Capabilities

Describe the applicant organization's background as well as any organizational and staff capabilities and qualifications necessary to carry out this project using the approaches and activities provided above, including any essential collaborative partnerships.

At present, the Hays County Sheriff's Office and Constable Precincts maintain a presence across all ISD campuses in the county. Deputies have undergone training in ALERRT Level I Active Shooter response, which aims to equip first responders with skills to handle active shooter situations by isolating, distracting, and neutralizing the threat. Additionally, deputies have completed the Active Attack Integrated Response Train-the-Trainer Course (AAIR), designed to enhance collaboration among law enforcement, fire, telecommunicators, and emergency medical services during active shooter events. This specialized training provides the Hays County law enforcement with the capability to assess and assist in active shooter responses involving multiple agencies, aiding in stopping hostage situations or high-level threat incidents.

Performance Management

Describe how the applicant organization will measure success for this project. Describe the overall goals, objectives, and strategies for this project and how the organization will collect, track, and maintain the relevant data needed to determine if the project is achieving these standards throughout the grant period.

Hays County advocates to allow Hays County law enforcement to purchase the specified rifle-resistant armor. Granting this requested equipment provides the ability for the deputies to practice with the armor and simulate real-world scenarios, enabling them to make better-informed decisions under stress. Strategies include a better understanding limitations and capabilities of the gear, allowing for quicker and more effective decision-making during critical incidents involving rifle threats. Hays County will follow all grant purchasing policies and ensure that the deputies who receive grant-funded armor have completed the required training listed in the grant announcement. Upon purchasing the armor, the Sheriff's Office and the Constables Office will store, clean, and track the equipment.

Target Group

Describe or list the agencies, individuals, or other groups to whom you expect to provide services, including any relevant data.

The Hays County Sheriff's Office and Constable Offices are seeking to procure rifle-resistant armor with a focus on enhancing the safety measures within ISD school districts and addressing critical incidents affecting public safety. Additionally, being equipped with rifle-resistant armor enables faster responses thereby reducing civilian casualties, rifle-resistant armor plays a pivotal role in enhancing public safety efforts within Hays County. This equipment instills a sense of trust and confidence within the community, fostering better cooperation and support for law enforcement efforts aimed at ensuring public safety.

Evidence-Based Practices

Describe the research or evidence that led the applicant to select the methods, approach, and activities described above. Where possible, cite specific research, evidence, or published best/promising practices model used as the basis for the project's design. If the project approach and activities described above are not based on existing evidence, the applicant must describe why they believe the method to be promising.

The provision of rifle-resistant armor to the Hays County Sheriff's Office and Constable Offices offers enhanced comfort and protection to officers during high-risk events involving rifle-styled weapons. This armor is designed to withstand commonly utilized rounds such as 5.56, 7.62, and .308. Equipping deputies with this armor not only increases their safety but also improves the likelihood of effectively neutralizing threats during critical incidents.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

Save Only

11:39 AM

Agency Name: Hays County

Grant/App: 4946401

Start Date: 9/1/2024

Project Title: Hays County Rifle Body Armor Grant

Status: Application Pending Submission

End Date: 10/1/2024

Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)

Current Program Manager:

Liquidation Date:

Original Award: $0.00

Current Budget: $105,600.68

Current Award: $0.00

CFDA: NONE

OOG Solicitation: PY2025 Rifle-Resistant Body Armor Grant Program Announcement

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General Information and Instructions

View Introduction

View Icons

Fund Source Information and Requirements

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

OOG-Defined Project Activity Area

Select Your Project Activities

Select one or more project activities that best describe your project. Once you have selected one or more project activities from the list, then click on the **Update Activity Selection** button to add those selections to your project. You will then be able to describe the project activities you selected and added to your project in the **Detailed Project Activity Area**. For a description of the eligible project activities, please click on the **View a Description of the Activities** button.

Collapse Activity List

☑ Equipment and Technology

Update Activity Selection | View a Description of the Activities

Detailed Project Activity Area

Describe Each Activity

This section lists all of the items you selected for OOG and grantee-defined project activities.

Click on the 'pencil' icon next to each activity to enter the percentage of time spent on the activity as well as a brief description of how the activity is performed. Click on the 'diskette' icon to save the information entered for each activity.

Activity	Edit	Dedicated Percentage	Description of Activity	Delete
Equipment and Technology	✎	100	The purpose is to equip the Hays County Sheriff's Office and Constable Office Precinct XXX with this equipment to give more safety measures against high-caliber rounds.	✕

☐ **Check this box to Confirm Deletion of a Project Activity**

Note: Once you **Save** each item above, the subtotal for the **Dedicated Percentage** column will refresh below under **Total**.
Total: 100 Percent

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

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

11:40 AM

Agency Name: Hays County

Grant/App: 4946401

Start Date: 9/1/2024

Project Title: Hays County Rifle Body Armor Grant

Status: Application Pending Submission

End Date: 10/1/2024

Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)

Current Program Manager:

Liquidation Date:

Original Award: $0.00

Current Budget: $105,600.68

Current Award: $0.00

CFDA: NONE

OOG Solicitation: PY2025 Rifle-Resistant Body Armor Grant Program Announcement

Printer Friendly

General Information and Instructions

View Introduction

- The **Output Performance Measure** item has been updated in the system.

Fund Source Information and Requirements

Requirements

Introduction
The performance measures listed in this section are tied to an activity as selected by the applicant on the Activities tab.

These measures are essentially estimated targets of the volume of activity in a project. OOG uses them during the application phase to evaluate the project, and during the active grant phase to measure progress towards those targets. Measures should reflect an applicant's best estimate of the level of activities they expect to perform *during the grant period*, unless specifically instructed otherwise.

***Note**: If the measures are not visible on this tab, simply navigate back to the Activities tab, add one or more activities to your project, save your selection(s), then return to the Measures tab.*

OOG-Defined Performance Measures
Grantees are required to report for each measure listed and should enter a "0" for any measure not applicable to their project.

In addition, grantees may also be required to report fund specific progress report data. Grantees must follow the progress reporting instructions provided by the Public Safety Office.

Custom-Defined Performance Measures
OOG encourages grantees to add any additional custom measures that would help us better understand the project's activities and performance, but these are not required. To add a custom measure, click on the "Create Custom Performance Measures" button.

Entering the OOG-Defined Output Performance Measure Information

Please enter the required target levels for each output measure listed below.

Edit	Output Measures	Target Level
	Equipment or technology: Individuals/Operators equipped	304
	Equipment or technology: Organizations directly using	2
	Number of bullet resistant plates purchased with grant funds	86
	Number of bullet resistant vests purchased with grant funds.	35
	Number of plate carriers purchased with grant funds	9

Create Custom Performance Measures

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

11:40 AM

Agency Name: Hays County
Grant/App: 4946401
Start Date: 9/1/2024
Project Title: Hays County Rifle Body Armor Grant
Status: Application Pending Submission
End Date: 10/1/2024
Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)
Current Program Manager:
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Current Award: $0.00
CFDA: NONE
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General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
		Equipment	$105,600.68	$0.00	$0.00	$0.00	$105,600.68

	OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
	Bulletproof Vest	$105,600.68	$0.00	$0.00	$0.00	$105,600.68

Edit	Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
	Constable Office Precinct 3:. 7 units of KELL-ICW-8X10 KELL STRYKER ICW Level III Plates, 8x10, weighing 1.5 pounds each.$420.00 each. 3 units of KELL-ICW 7X9 KELL STRYKER ICW Level III Plates, 7x9, weighing 1.2 pounds each. $325.00 each. The total cost for the Constable Office Precinct 3 order is $3,915. Constable Office Precinct 5: 20 units of	$105,600.68	$0.00	$0.00	$0.00	$105,600.68	304

		20260X 10X12 Shooter's Cut, Mulit-Curve Stand Alone. Each $765.765. 10 units of SOPHC-IV Plate Carrier, base Vest. Each $285.48. The total cost for Precinct 5 is $18,170.10. Additionally, the Sheriff's Office: 216 units of SHETA-SBTLONIIIPBK SB TACT PREV III 10X12 SHOOTER CUT. Each $260.00. The total cost for the Sheriff's Office order is $56,160. Constable Precinct 4: 4 units of PCU600BV00J Active Shooter Rifle Plate Carrier with TWO 10800 10 x 12 Level IV Shooters Cut Plates—each $467.985. The total cost for Precinct 4 is $1,871.94. Constable Office Precinct 1: 28 units 20260X 10x12 Shooter's Cut, Mulit-Curve Level III Plates. Each $765.765. 14 units SOHPC-IV Plate Carrier, Base Vest. Each $285.48. Total cost for Precinct 1 is $25,483.64.						
		Supplies and Direct Operating Expenses	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$105,600.68	$0.00	$0.00	$0.00	$105,600.68

Export Your Budget Detail Item(s)

Export To Excel

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

11:40 AM

Agency Name: Hays County

Grant/App: 4946401

Start Date: 9/1/2024

Project Title: Hays County Rifle Body Armor Grant

Status: Application Pending Submission

End Date: 10/1/2024

Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)

Current Program Manager:

Liquidation Date:

Original Award: $0.00

Current Budget: $105,600.68

Current Award: $0.00

CFDA: NONE

OOG Solicitation: PY2025 Rifle-Resistant Body Armor Grant Program Announcement

Printer Friendly

NOTICE – 2-HOUR TIMEOUT: This page will timeout after 2 hours of inactivity. You may save your work at any time by clicking the **Save Only** button at the bottom of the page. The system will alert you when there is 15 minutes remaining in your session.

General Information and Instructions

View Introduction

View Single Audits

Fund Source Information and Requirements

Resolution from Governing Body

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

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

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

Fiscal Year

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

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

9/1/2024

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

10/30/2025

Sources of Financial Support

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

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

25438228

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

4384584

Single Audit

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

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

Select the appropriate response:

- (●) Yes
- ( ) No

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

Enter the date of your last annual single audit:

3/31/2022

Debarment

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

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

Select the appropriate response:

- (●) I Certify
- ( ) Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Rifle Body Armor Project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division Program, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Rifle Body Armor to the Office of the Governor.

ADOPTED THIS THE 6th DAY of FEBRUARY, 2024

_____
Ruben Becerra
Hays County Judge

Grant Number: 4946401

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T.CRUMLEY

Sponsor:

Agenda Item

Authorize the execution of a resolution and submission of a grant application to the Office of The Governor, Bullet Resistant Shield Program in the amount of $686,245.97. **SHELL/T.CRUMLEY**

Summary

Hays County law enforcement, including the Sheriff's Office and all five Constable Precincts, are proposing the adoption of bullet-resistant shields as a proactive measure to enhance their safety and security against potential threats. This initiative reflects their commitment to ensuring the utmost protection for officers while serving and safeguarding the community. No cost match is required. Grant app: 4946201 Grant Start Date: 9/1/24

Attachments

Resolution
Application

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Bullet Resistant Shields Project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division Program, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Bullet Resistant Shields Project to the Office of the Governor.

ADOPTED THIS THE 6th DAY of FEBRUARY, 2024

_____
Ruben Becerra
Hays County Judge

Grant Number: 4946201

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

8:28 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant

Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
CFDA: NONE

Fund Source: SH-Bullet-Resistant Shield Grant Program
OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

Current Budget: $686,245.97

Eligibility Profile Narrative Activities Measures Budget Documents Conditions.of.Funding Submit.Application Summary Upload.Files My.Home
Details Grant.Vendor

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General Information and Instructions

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG

Identifying Information

Applicant Agency Name:
Hays County

Project Title:
Hays County Bullet Resistant Shield Grant

Division or Unit to Administer the Project:

Sheriff's and Constables Office

Agency Address Line 1:
101 Thermon Dr

Agency Address Line 2:

City: San Marcos

State: Texas

Zip Code: 78666

Start Date: 9/1/2024

End Date: 10/1/2024

Plan Year: 2025

Target Area Information

Select Your Project's Geographic Impact:

(●) Local ( ) Regional ( ) Statewide

Select Your Primary Service County:
The county in which the majority of services will be provided, or select **Impact is Statewide**: Hays

Your project will provide services within:
Hays

Select all of the counties within the project's service area:
Click to View County List

View the list of counties you selected that are within the project's service area:
Bexar,Travis

Grant Officials Information

Authorized Official Email Address:

judge.becerra@co.hays.tx.us **Assign Authorized Official**

Title:
The Honorable

Last Name:
Becerra

First Name:
Ruben

Business Phone:
512-393-2205

Fax Number:

Position:
County Judge

Salutation:
Judge

Address Line 1:
111 E San Antonio St

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Financial Officer Email Address:

marisol.alonzo@co.hays.tx.us **Assign Financial Officer**

Title:
Ms.

Last Name:
Alonzo

First Name:
Marisol

Business Phone:
512-393-2283

Fax Number:
512-393-2248

Position:
County Auditor

Salutation:
Ms.

Address Line 1:
712 S. Stagecoach Trl., Ste. 1071

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Project Director Email Address:

ashton.pecina@co.hays.tx.us **Assign Project Director**

Title:
Mr.

Last Name:
Pecina

First Name:
Ashton

Business Phone:
512-393-2209

Fax Number:

Position:
Grant Writer

Salutation:
Mr.

Address Line 1:
715 S. Stagecoach Trail

Address Line 2:
5123932209

City:
San Marcos

State:
Texas

Zip Code:
78666

Grant Writer Email Address:

simone.corprew@co.hays.tx.us

Assign Grant Writer

Title:
Ms.

Last Name:
Corprew

First Name:
Simone

Business Phone:
512-749-1161

Fax Number:

Position:
Grant Writer

Salutation:
Ms.

Address Line 1:
712 S Stagecoach Trail

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

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8:29 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant

Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
CFDA: NONE

Fund Source: SH-Bullet-Resistant Shield Grant Program
OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

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General Information and Instructions

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Fund Source Information and Requirements

Introduction

The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Active Shooter Policy
All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:
• Concepts and Principles
• Community/First Responder Agency Notifications
• Mutual Aid Implementation
• Solo Officer Deployment
• Officer Team Deployment
• Follow-On Responders (Rescue Task Force)
• Incident Command - Unified Command Considerations
• Incident Debriefing
• Training

ALERRT Training
All officers provided with a grant funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course catalog can be found here: https://alerrt.org/Upcoming.

NIJ Ballistic Shield Standards
Applicant assures that shields purchased with grant funds will comply with the National Institute of Justice (NIJ) Level III, III+, or IV.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the

statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

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

☑ **I certify to all of the application content & requirements.**

Project Narrative

Project Abstract

Briefly summarize the proposed project. The abstract should summarize information in the other project narrative boxes below, and should be understandable by a lay person.

This proposed project will equip Hays County Constable offices, Students Resource Officers (SRO), and Hays County Sheriff deputies working in schools with bullet-resistant shields that can be deployed during critical incidents including active shooter situations, suicide threats or attempts, bomb threats or suspicious packages, and any intruder situations. The project Hays County is seeking will enable law enforcement officers to act with increased safety, increased confidence, tactical advantage, versatility, and mobility.

Problem Statement

Describe the nature and scope of the underlying problem the proposed project will address. Include aspects of the problem relevant to the project's approach and activities.

With Texas ranking among the states with the highest number of school gun violence incidents this put many of the Hays County students at risk. According to the National Center for Education Statistics (NCES), Texas in 2022 has experienced several tragic school shootings, determining its ranking among states in terms of school gun violence which can vary depending on different metrics and timeframes. During 2022, Texas has unfortunately been the site of high-profile school shootings. This proposed project will address the many problems Texas is encountering. For example, the size and diversity, easy access to firearms, and technology challenges.

Supporting Data

Provide supporting data for the Problem Statement. Data should be relevant to the project and its target group. For example, do not use statewide data for a local problem or national data for a statewide problem.

The Hays County Sheriff's Office and Constable Office need to be prepared and properly equipped with invaluable tools for safeguarding students and staff during school-related incidents. Bullet-resistant shields will provide the officers with immediate protection allowing the deputies to swiftly enter dangerous areas, creating a barrier between themselves and threats to provide cover while evacuating students and staff to safety. In addition, shields give the officers the capability to expand their tactical options. instead of waiting for backup or specialized units officers can proactively confront threats by creating protective barriers to gain a strategic advantage.

Project Approach & Activities

Describe the methodologies, approaches, and activities to be employed by the project. This should logically tie back to the Problem Statement.

This proposed project will allow the Hays County Sheriff's Office and Constable Office to purchase bullet-resistant shields. These shields will allow the SROs, Constables, and Sheriff's Office to provide safety services beyond school shooter situations. During critical events or hostage situations, the shields can provide cover while responding to armed individuals, or as a means of shielding and evacuating injured individuals during emergencies.

Capacity & Capabilities

Describe the applicant organization's background as well as any organizational and staff capabilities and qualifications necessary to carry out this project using the approaches and activities provided above, including any essential collaborative partnerships.

The Hays County Sheriff's Office currently has SRO present at all of the Independent School District (ISD) schools located within Hays County. Hays County Sheriff's Office and Constable Precinct 3 place a commanding presence within all school districts. These offices have strong mission and values to serve the public and provide strong community engagement every day. Additionally, Hays County provides officer training protocols and an emphasis on ongoing safety education. Both of these offices respond to numerous calls throughout the county and all work together as a team to provide the utmost services to protect the citizens, students, and school faculty staff from harm. The proposed bullet-resistant shields which are also used by the Austin Police Department, are located approximately 40 miles away. If APD is called to a high critical event, their shields would have the ability to link up with the proposed Hays County shields, which will allow for protective capabilities that can significantly increase the chances of survival for students and staff caught in dangerous situations.

Performance Management

Describe how the applicant organization will measure success for this project. Describe the overall goals, objectives, and strategies for this project and how the organization will collect, track, and maintain the relevant data needed to determine if the project is achieving these standards throughout the grant period.

The overall goal for the project proposal is to grant the Hays County Sheriff's Office and Constable Office the ability to purchase the specified bullet-resistant shields. The goals and objectives that Hays County also seeks by receiving these shields are to incorporate the use of bullet-resistant shields into the agency's emergency response plans and training exercises. Ensuring that officers are familiar with the role of the shields in different scenarios and practice their deployment in simulated drills. The County will follow all purchasing policies and ensure the officers who receive a grant-funded shield have completed the required training. After the shields are received, the Sherriff's Office and Constable Office will store track, and clean the equipment.

Target Group

Describe or list the agencies, individuals, or other groups to whom you expect to provide services, including any relevant data.

The proposed project will allow the Hays County Sheriff's Office and Constable Office to better protect students, faculty, and staff during critical events. In addition, Hays County officers will be able to serve a crucial role in ensuring the safety of various individuals and groups within the community. For example, the elderly population, the general public, children and students, and communities of diverse backgrounds. Hays County law enforcement offices aim to create a safer environment and uphold the rule of law for everyone within the community of Hays County.

Evidence-Based Practices

Describe the research or evidence that led the applicant to select the methods, approach, and activities described above. Where possible, cite specific research, evidence, or published best/promising practices model used as the basis for the project's design. If the project approach and activities described above are not based on existing evidence, the applicant must describe why they believe the method to be promising.

Hays County believes that the acquisition of bullet-resistant shields will be a strong method for taking steps toward public safety enhancement. Not only will the shields provide safety measures for the officers but they will also provide the integration with the existing equipment and protocol that Hays County currently practices. While the shields aren't a solution in themselves, when used effectively and in conjunction with proper training and procedures, Hays County believes they will afford an advantage in enhancing officer safety and improving responses to critical incidents.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

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8:29 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant

Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
CFDA: NONE

Fund Source: SH-Bullet-Resistant Shield Grant Program
OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

Current Budget: $686,245.97

Printer Friendly

General Information and Instructions

View Introduction

Fund Source Information and Requirements

Requirements

Introduction
The performance measures listed in this section are tied to an activity as selected by the applicant on the Activities tab.

These measures are essentially estimated targets of the volume of activity in a project. OOG uses them during the application phase to evaluate the project, and during the active grant phase to measure progress towards those targets. Measures should reflect an applicant's best estimate of the level of activities they expect to perform *during the grant period*, unless specifically instructed otherwise.

***Note**: If the measures are not visible on this tab, simply navigate back to the Activities tab, add one or more activities to your project, save your selection(s), then return to the Measures tab.*

OOG-Defined Performance Measures
Grantees are required to report for each measure listed and should enter a "0" for any measure not applicable to their project.

In addition, grantees may also be required to report fund specific progress report data. Grantees must follow the progress reporting instructions provided by the Public Safety Office.

Custom-Defined Performance Measures
OOG encourages grantees to add any additional custom measures that would help us better understand the project's activities and performance, but these are not required. To add a custom measure, click on the "Create Custom Performance Measures" button.

Entering the OOG-Defined Output Performance Measure Information

Please enter the required target levels for each output measure listed below.

Edit	Output Measures	Target Level
	Equipment or technology: Individuals/Operators equipped	171
	Equipment or technology: Organizations directly using	2
	Number of bullet-resistant shields purchased with grant funds.	41

Create Custom Performance Measures

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous Save and Continue

8:29 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant
Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
Fund Source: SH-Bullet-Resistant Shield Grant Program
Current Budget: $686,245.97
CFDA: NONE
OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

Printer Friendly

General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
−		Equipment	$686,245.97	$0.00	$0.00	$0.00	$686,245.97

	OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
−	Bullet-Resistant Shield	$686,245.97	$0.00	$0.00	$0.00	$686,245.97

Edit	Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
	The Sheriff's Office:148 units of SHEBA-SBTSH10202034VP SHIELD HELLFIRE SLS LEV III+ in the size 24/36. Each $3,650.00 The total cost for Sheriff's Office is $540,200. Constable Precinct 3: 2 units of STRYKER-X-III-20X34-VP-L at a unit price of $4,995, resulting in a total cost of $9,990. In addition, Constable Office Precinct 5: 5 units of Vanguard 20x30 with a viewport and no light. Each $5,961.00. The total cost for	$686,245.97	$0.00	$0.00	$0.00	$686,245.97	171

	Precinct 5 is $29,805.50. Constable Office Precinct 4: 2 units of VANGUARD L 21X36 SHIELD WITH VIEWPORT, NO LIGHT. Each $6,988.115. Total cost for Precinct 4 is 13,976.23. Constable Office Precinct 1: 8 units of VANGUARD 20X30 W/VIEWPORT, NO LIGHT. Each costing $5,961.10. Total cost for Precinct 1 is $47,688.80. Constable Office Precinct 2: 3 units of VANGUARD 20X30 W/VIEWPORT & LIGHT. Each cost $6,771.81. 3 units of VANGUARD Level III Shield with Viewport and Light 21x36. Each costing $8,090.00. Total cost for Precinct 2 is $44,585.44.						

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$686,245.97	$0.00	$0.00	$0.00	$686,245.97

Export Your Budget Detail Item(s)

Export To Excel

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

8:30 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant

Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
CFDA: NONE

Fund Source: SH-Bullet-Resistant Shield Grant Program

Current Budget: $686,245.97

OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

Printer Friendly

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General Information and Instructions

View Introduction

View Single Audits

Fund Source Information and Requirements

Resolution from Governing Body

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

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

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

Fiscal Year

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

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

9/1/2024

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

10/1/2024

Sources of Financial Support

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

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

25438228

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

4384584

Single Audit

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

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter the date of your last annual single audit:

3/28/2023

Debarment

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

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

Select the appropriate response:

- ◉ I Certify
- ○ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

8:29 AM

Agency Name: Hays County
Project Title: Hays County Bullet Resistant Shield Grant

Grant/App: 4946201
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00

Start Date: 9/1/2024
End Date: 10/1/2024
Liquidation Date:
CFDA: NONE

Fund Source: SH-Bullet-Resistant Shield Grant Program
OOG Solicitation: Bullet-Resistant Shield Grant Program Announcement

Current Budget: $686,245.97

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General Information and Instructions

View Introduction

View Icons

Fund Source Information and Requirements

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

OOG-Defined Project Activity Area

Select Your Project Activities

Select one or more project activities that best describe your project. Once you have selected one or more project activities from the list, then click on the **Update Activity Selection** button to add those selections to your project. You will then be able to describe the project activities you selected and added to your project in the **Detailed Project Activity Area**. For a description of the eligible project activities, please click on the **View a Description of the Activities** button.

Collapse Activity List

☑ Equipment and Technology

Update Activity Selection | View a Description of the Activities

Detailed Project Activity Area

Describe Each Activity

This section lists all of the items you selected for OOG and grantee-defined project activities.

Click on the 'pencil' icon next to each activity to enter the percentage of time spent on the activity as well as a brief description of how the activity is performed. Click on the 'diskette' icon to save the information entered for each activity.

Activity	Edit	Dedicated Percentage	Description of Activity	Delete
Equipment and Technology	✎	100	This grant application proposal is to purchase bullet-resistant shields for the Hays County Sheriff's Office and Constable Precinct 3 Office.	✕

☐ **Check this box to Confirm Deletion of a Project Activity**

Note: Once you **Save** each item above, the subtotal for the **Dedicated Percentage** column will refresh below under **Total**.
Total: 100 Percent

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

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

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T.CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Body-Worn Camera Grant Program in the amount of $286,739.16. **SHELL/T.CRUMLEY**

Summary:

The Hays County Sheriff's Office, Constable's Office Precinct 1, and Office of Emergency Services are proposing to acquire body-worn cameras through grant funding. These cameras are crucial tools that benefit both deputies and the public during various interactions, such as traffic stops or engagements with community members. The proposed acquisition reflects a proactive effort by law enforcement to enhance accountability and transparency, ensuring that officers and citizens alike are protected and their actions accurately documented. There is a 25% cost match. Grant App:4946301 Grant Start Date: 9/1/24.

Fiscal Impact:

Amount Requested: $71,684.80 cash match
Line Item Number: TBD

Budget Office:

Source of Funds: OOG Grant Funds/General Fund Cash Match
Budget Amendment Required Y/N?: No
Comments: If grant is awarded, cash match will need to be identified and included in the budget. Additionally, will need to ensure contract terms with Axon are met through our current master agreement.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Resolution
Application
Application

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Body Worn Cameras Project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division Program, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Body Worn Cameras Project to the Office of the Governor.

ADOPTED THIS THE 6th DAY of FEBRUARY, 2024

_____
Ruben Becerra
Hays County Judge

Grant Number: 4946301

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

12:43 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

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General Information and Instructions

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG

Identifying Information

Applicant Agency Name:
Hays County

Project Title:
Hays County Body Worn Cameras

Division or Unit to Administer the Project:
Sheriff's Office and Constable Office

Agency Address Line 1:
101 thermon dr
Agency Address Line 2:

City: San Marcos
State: Texas
Zip Code: 78666

Start Date: 9/1/2024
End Date: 9/1/2024
Plan Year: 2025

Target Area Information

Select Your Project's Geographic Impact:

○ Local ○ Regional ○ Statewide

Select Your Primary Service County:
The county in which the majority of services will be provided, or select **Impact is Statewide**: Hays

Your project will provide services within:
Hays

Select all of the counties within the project's service area:
Click to View County List

View the list of counties you selected that are within the project's service area:
Bexar,Travis

Grant Officials Information

Authorized Official Email Address:
judge.becerra@co.hays.tx.us Assign Authorized Official

Title:
The Honorable

Last Name:
Becerra

First Name:
Ruben

Business Phone:
512-393-2205

Fax Number:

Position:
County Judge

Salutation:
Judge

Address Line 1:
111 E San Antonio St

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Financial Officer Email Address:

marisol.alonzo@co.hays.tx.us **Assign Financial Officer**

Title:
Ms.

Last Name:
Alonzo

First Name:
Marisol

Business Phone:
512-393-2283

Fax Number:
512-393-2248

Position:
County Auditor

Salutation:
Ms.

Address Line 1:
712 S. Stagecoach Trl., Ste. 1071

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Project Director Email Address:

ashton.pecina@co.hays.tx.us **Assign Project Director**

Title:
Mr.

Last Name:
Pecina

First Name:
Ashton

Business Phone:
512-393-2209

Fax Number:

Position:
Grant Writer

Salutation:
Mr.

Address Line 1:
715 S. Stagecoach Trail

Address Line 2:
5123932209

City:
San Marcos

State:
Texas

Zip Code:
78666

Grant Writer Email Address:

simone.corprew@co.hays.tx.us **Assign Grant Writer**

Title:
Ms.

Last Name:
Corprew

First Name:
Simone

Business Phone:
512-749-1161

Fax Number:

Position:
Grant Writer

Salutation:
Ms.

Address Line 1:
712 S Stagecoach Trail

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

12:44 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

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General Information and Instructions

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View Icons

Fund Source Information and Requirements

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

OOG-Defined Project Activity Area

Select Your Project Activities

Select one or more project activities that best describe your project. Once you have selected one or more project activities from the list, then click on the **Update Activity Selection** button to add those selections to your project. You will then be able to describe the project activities you selected and added to your project in the **Detailed Project Activity Area**. For a description of the eligible project activities, please click on the **View a Description of the Activities** button.

Collapse Activity List

☑ Body-Worn Camera Program Implementation

Update Activity Selection | View a Description of the Activities

Detailed Project Activity Area

Describe Each Activity

This section lists all of the items you selected for OOG and grantee-defined project activities.

Click on the 'pencil' icon next to each activity to enter the percentage of time spent on the activity as well as a brief description of how the activity is performed. Click on the 'diskette' icon to save the information entered for each activity.

Activity	Edit	Dedicated Percentage	Description of Activity	Delete
Body-Worn Camera Program Implementation		100	The granted Hays County Law Enforcement deputies will integrate these cameras into their daily operations, employing them as indispensable tools for documenting and enhancing situational awareness in the field. This strategic utilization ensures a consistent and reliable record of law enforcement activities, contributing to transparency and accountability within the department.	

☐ **Check this box to Confirm Deletion of a Project Activity**

Note: Once you **Save** each item above, the subtotal for the **Dedicated Percentage** column will refresh below under **Total**.
Total: 100 Percent

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

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

12:44 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

Printer Friendly

General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
		Contractual and Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00
		Equipment	$286,739.16	$0.00	$0.00	$0.00	$286,739.16

	OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
	Body Camera and Accessories (valued over $5,000 per unit)	$286,739.16	$0.00	$0.00	$0.00	$286,739.16

Edit	Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
	Hays County Sheriff's Office: 178 units. Each cost $963.00. Total $171,414. Software/Service - $548.53 per camera. $548.53 x 178. The total cost for equipment and software/service is $269,052.34. Constable Office Precinct 1: 4 units. Total cost with one year of Software/service is $3,023.28. Hays County Office of Emergency Services: 6 units. The total cost with one year of Software/Service is $14,663.54.	$286,739.16	$0.00	$0.00	$0.00	$286,739.16	188

		Supplies and Direct Operating Expenses	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$286,739.16	$0.00	$0.00	$0.00	$286,739.16

Export Your Budget Detail Item(s)

Export To Excel

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

12:44 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

Printer Friendly

General Information and Instructions

View Introduction

Fund Source Information and Requirements

Requirements

Introduction
The performance measures listed in this section are tied to an activity as selected by the applicant on the Activities tab.

These measures are essentially estimated targets of the volume of activity in a project. The Public Safety Office (PSO) uses them during the application phase to evaluate the project, and during the active grant phase to measure progress towards those targets. Measures should reflect an applicant's best estimate of the level of activities they expect to perform *during the grant period*, unless specifically instructed otherwise.

***Note**: If the measures are not visible on this tab, simply navigate back to the Activities tab, add one or more activities to your project, save your selection(s), then return to the Measures tab.*

OOG-Defined Performance Measures
Grantees are required to report for each measure listed and should enter a "0" for any measure not applicable to their project.

In addition, grantees may also be required to report fund specific progress report data. Grantees must follow the progress reporting instructions provided by the PSO.

Custom-Defined Performance Measures
OOG encourages grantees to add any additional custom measures that would help us better understand the project's activities and performance, but these are not required. To add a custom measure, click on the "Create Custom Performance Measures" button.

Entering the OOG-Defined Output Performance Measure Information

Please enter the required target levels for each output measure listed below.

Edit	Output Measures	Target Level
	Number of body-worn cameras purchased with grant funds.	0

Create Custom Performance Measures

Entering Custom-Defined Output Performance Measures

Please enter any optional self-defined output measures.

Edit	Output Measures	Target Level	Delete
			Delete
			Delete
			Delete
			Delete
			Delete

Entering Custom-Defined Outcome Performance Measures

Please enter any optional self-defined outcome measures.

Edit	Outcome Measures	Target Level	Delete
			Delete
			Delete
			Delete
			Delete
			Delete

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

12:43 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

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General Information and Instructions

View Introduction

Fund Source Information and Requirements

Introduction

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Program-Specific Questions

Organization Information
The number of licensed officers directly employed by the applicant agency:

206

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers
Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements
Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy
Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

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☑ **I certify to all of the application content and requirements.**

Project Narrative

Project Abstract

Briefly summarize the proposed project. The abstract should summarize information in the other project narrative boxes below, and should be understandable by a lay person.

Hays County Sheriff's Office and Constable's Office Precinct 1, and The Office of Emergency Services are exploring the implementation of body-worn cameras to enhance transparency and accountability during their routine operations. Hays County will use the cameras for numerous reasons. For example, footage from body cameras can be used for training purposes, allowing officers to review and learn from real-life scenarios. The primary significance of body cameras lies in their ability to promote accountability among officers. With the equipment present these act as a deterrent against misconduct and encourage adherence to established protocols and guidelines.

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Describe the nature and scope of the underlying problem the proposed project will address. Include aspects of the problem relevant to the project's approach and activities.

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Provide supporting data for the Problem Statement. Data should be relevant to the project and its target group. For example, do not use statewide data for a local problem or national data for a statewide problem.

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Previous

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12:44 PM

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Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
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Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
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General Information and Instructions

View Introduction

View Single Audits

Fund Source Information and Requirements

Resolution from Governing Body

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

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

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

Fiscal Year

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

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

9/1/2024

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

10/30/2025

Sources of Financial Support

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

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

25438228

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

4384584

Single Audit

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

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter the date of your last annual single audit:

3/28/2023

Debarment

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

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

Select the appropriate response:

- ◉ I Certify
- ○ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

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12:43 PM

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Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

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General Information and Instructions

View Introduction

View How Do I Assign a New Contact?

View List of Permissions By Role

View Messages to OOG

Identifying Information

Applicant Agency Name:
Hays County

Project Title:
Hays County Body Worn Cameras

Division or Unit to Administer the Project:
Sheriff's Office and Constable Office

Agency Address Line 1:
101 thermon dr
Agency Address Line 2:

City: San Marcos
State: Texas
Zip Code: 78666

Start Date: 9/1/2024
End Date: 9/1/2024
Plan Year: 2025

Target Area Information

Select Your Project's Geographic Impact:

○ Local ○ Regional ○ Statewide

Select Your Primary Service County:
The county in which the majority of services will be provided, or select **Impact is Statewide**: Hays

Your project will provide services within:
Hays

Select all of the counties within the project's service area:
Click to View County List

View the list of counties you selected that are within the project's service area:
Bexar,Travis

Grant Officials Information

Authorized Official Email Address:
judge.becerra@co.hays.tx.us Assign Authorized Official

Title:
The Honorable

Last Name:
Becerra

First Name:
Ruben

Business Phone:
512-393-2205

Fax Number:

Position:
County Judge

Salutation:
Judge

Address Line 1:
111 E San Antonio St

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Financial Officer Email Address:

marisol.alonzo@co.hays.tx.us **Assign Financial Officer**

Title:
Ms.

Last Name:
Alonzo

First Name:
Marisol

Business Phone:
512-393-2283

Fax Number:
512-393-2248

Position:
County Auditor

Salutation:
Ms.

Address Line 1:
712 S. Stagecoach Trl., Ste. 1071

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
78666

Project Director Email Address:

ashton.pecina@co.hays.tx.us **Assign Project Director**

Title:
Mr.

Last Name:
Pecina

First Name:
Ashton

Business Phone:
512-393-2209

Fax Number:

Position:
Grant Writer

Salutation:
Mr.

Address Line 1:
715 S. Stagecoach Trail

Address Line 2:
5123932209

City:
San Marcos

State:
Texas

Zip Code:
78666

Grant Writer Email Address:

simone.corprew@co.hays.tx.us **Assign Grant Writer**

Title:
Ms.

Last Name:
Corprew

First Name:
Simone

Business Phone:
512-749-1161

Fax Number:

Position:
Grant Writer

Salutation:
Ms.

Address Line 1:
712 S Stagecoach Trail

Address Line 2:

City:
San Marcos

State:
Texas

Zip Code:
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General Information and Instructions

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Fund Source Information and Requirements

Introduction

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Program-Specific Questions

Organization Information
The number of licensed officers directly employed by the applicant agency:

206

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers
Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements
Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy
Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
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General Information and Instructions

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Fund Source Information and Requirements

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

OOG-Defined Project Activity Area

Select Your Project Activities

Select one or more project activities that best describe your project. Once you have selected one or more project activities from the list, then click on the **Update Activity Selection** button to add those selections to your project. You will then be able to describe the project activities you selected and added to your project in the **Detailed Project Activity Area**. For a description of the eligible project activities, please click on the **View a Description of the Activities** button.

Collapse Activity List

☑ Body-Worn Camera Program Implementation

Update Activity Selection | View a Description of the Activities

Detailed Project Activity Area

Describe Each Activity

This section lists all of the items you selected for OOG and grantee-defined project activities.

Click on the 'pencil' icon next to each activity to enter the percentage of time spent on the activity as well as a brief description of how the activity is performed. Click on the 'diskette' icon to save the information entered for each activity.

Activity	Edit	Dedicated Percentage	Description of Activity	Delete
Body-Worn Camera Program Implementation		100	The granted Hays County Law Enforcement deputies will integrate these cameras into their daily operations, employing them as indispensable tools for documenting and enhancing situational awareness in the field. This strategic utilization ensures a consistent and reliable record of law enforcement activities, contributing to transparency and accountability within the department.	

☐ **Check this box to Confirm Deletion of a Project Activity**

Note: Once you **Save** each item above, the subtotal for the **Dedicated Percentage** column will refresh below under **Total**.
Total: 100 Percent

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous

Save Only

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

12:44 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

Printer Friendly

General Information and Instructions

View Introduction

Fund Source Information and Requirements

Requirements

Introduction
The performance measures listed in this section are tied to an activity as selected by the applicant on the Activities tab.

These measures are essentially estimated targets of the volume of activity in a project. The Public Safety Office (PSO) uses them during the application phase to evaluate the project, and during the active grant phase to measure progress towards those targets. Measures should reflect an applicant's best estimate of the level of activities they expect to perform *during the grant period*, unless specifically instructed otherwise.

***Note**: If the measures are not visible on this tab, simply navigate back to the Activities tab, add one or more activities to your project, save your selection(s), then return to the Measures tab.*

OOG-Defined Performance Measures
Grantees are required to report for each measure listed and should enter a "0" for any measure not applicable to their project.

In addition, grantees may also be required to report fund specific progress report data. Grantees must follow the progress reporting instructions provided by the PSO.

Custom-Defined Performance Measures
OOG encourages grantees to add any additional custom measures that would help us better understand the project's activities and performance, but these are not required. To add a custom measure, click on the "Create Custom Performance Measures" button.

Entering the OOG-Defined Output Performance Measure Information

Please enter the required target levels for each output measure listed below.

Edit	Output Measures	Target Level
	Number of body-worn cameras purchased with grant funds.	0

Create Custom Performance Measures

Entering Custom-Defined Output Performance Measures

Please enter any optional self-defined output measures.

Edit	Output Measures	Target Level	Delete
			Delete
			Delete
			Delete
			Delete
			Delete

Entering Custom-Defined Outcome Performance Measures

Please enter any optional self-defined outcome measures.

Edit	Outcome Measures	Target Level	Delete
			Delete
			Delete
			Delete
			Delete
			Delete

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

11:29 AM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

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General Information and Instructions

View Introduction

View Instructions

- The **Budget Line Item** has been updated in the system.

Select and Enter Budget Line Item Details

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
		Contractual and Professional Services	$0.00	$0.00	$0.00	$0.00	$0.00
		Equipment	$286,739.16	$71,684.80	$0.00	$0.00	$358,423.96

	OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
	Body Camera and Accessories (valued over $5,000 per unit)	$286,739.16	$71,684.80	$0.00	$0.00	$358,423.96

Edit	Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
	Hays County Sheriff's Office: 178 units. Each cost $963.00. Total $171,414. Software/Service - $548.53 per camera. $548.53 x 178. The total cost for equipment and software/service is $269,052.34. Constable Office Precinct 1: 4 units. Total cost with one year of	$286,739.16	$71,684.80	$0.00	$0.00	$358,423.96	188

		Software/service is $3,023.28. Hays County Office of Emergency Services: 6 units. The total cost with one year of Software/Service is $14,663.54. Sheriff's Office 25% match is $67,263.09. Constable Precinct 1 35% match is $755.82. Office of Emergency Services 25% match is $3,665.89. Totaling $75,684.80					
		Supplies and Direct Operating Expenses	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$286,739.16	$71,684.80	$0.00	$0.00	$358,423.96

Export Your Budget Detail Item(s)

Export To Excel

Note from Grantee to OOG

Save Note from Grantee to OOG

Printer Friendly

Previous Save and Continue

12:44 PM

Agency Name: Hays County
Project Title: Hays County Body Worn Cameras
Grant/App: 4946301
Status: Application Pending Submission
Current Program Manager:
Original Award: $0.00
Current Award: $0.00
Start Date: 9/1/2024
End Date: 9/1/2024
Liquidation Date:
Fund Source: BC-Body-Worn Camera (BWC) Program
Current Budget: $286,739.16
CFDA: NONE
OOG Solicitation: PY2025 Body-Worn Camera Program Announcement

Printer Friendly

NOTICE – 2-HOUR TIMEOUT: This page will timeout after 2 hours of inactivity. You may save your work at any time by clicking the **Save Only** button at the bottom of the page. The system will alert you when there is 15 minutes remaining in your session.

General Information and Instructions

View Introduction

View Single Audits

Fund Source Information and Requirements

Resolution from Governing Body

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

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

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ○ Yes
- ◉ No
- ○ N/A

Fiscal Year

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

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

9/1/2024

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

10/30/2025

Sources of Financial Support

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

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

25438228

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

4384584

Single Audit

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

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

Select the appropriate response:

- ○ Yes
- ◉ No

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

Enter the date of your last annual single audit:

3/28/2023

Debarment

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

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

Select the appropriate response:

- ◉ I Certify
- ○ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Note from Grantee to OOG

Save Note from Grantee to OOG

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Previous

Save Only

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY/A. SIERRA

Sponsor: Judge Becerra

Agenda Item

Authorize the submission of a grant application to the Office of the Governor, Residential Substance Abuse Treatment Grant Program in the amount of $1,125,000.00. **BECERRA/T.CRUMLEY**

Summary

If awarded, these funds would allow Judicial Services to work with a contractor to establish a Residential Substance Abuse Treatment program for individuals who are on pretrial supervision. The program would aim to serve 10 individuals in the first year and engage participants for a period of 6-9 months of residential substance abuse treatment depending on the needs of the individual. There is no match required for this grant program.

Attachments

Application
Resolution

Print This Page

Agency Name: Hays County
Grant/App: 5069901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Substance Abuse Treatment Program
Status: Application Pending Submission

Narrative Information

Introduction

The purpose of this funding is to support development and implementation of residential substance abuse treatment programs within correctional and detention facilities in which prisoners are incarcerated for a period of time sufficient to permit substance abuse treatment and after-care programs for those prisoners.

Program-Specific Questions

Drug Testing
Projects must perform urinalysis or conduct other proven reliable methods of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the testing policy, including the method used for testing and the frequency of testing for participants:
Drug testing will be conducted on a scheduled basis of once a month via urinalysis. Additional random testing will be collected via urinalysis between scheduled collections. Individuals must adhere to drug testing requirements in order to participate in the program.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Twelve-Step Programs
Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant .

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)
If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Shari Miller
Enter the Address for the Civil Rights Liaison:
712 S. Stagecoach Trail, Suite 1063 San Marcos, Tx 78666
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
(512) 393-2245

Overall Certification

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

Project Abstract :

Hays County Judicial Services is seeking funding to establish a residential substance abuse treatment program. Participants will engage in the program for between 6 and 9 months depending on the needs of the individual. In order to complete the program, Hays County will contract with a treatment provider who has clinical staff capable of providing clients with full substance abuse and detox services. Clients will be subject to regular drug and alcohol testing in order to stay in compliance with the program.

Problem Statement :

Individuals who are suffering with substance abuse problems are often more likely to commit a crime or to reoffend than others. This leads to a high level of incineration of individuals with substance abuse issues. When these individuals are incarcerated rather than offered treatment options, their underlying issues are not resolved and they often end up reoffending. By establishing a residential treatment program, Hays County seeks to provide assistance to 10 individuals over the course of a year to help treat substance abuse disorders and lower the chances of the individual reoffending.

Supporting Data :

Currently, 54% of individuals on pretrial supervision were arrested on charges that involve controlled substances or DWIs. Additionally, between July 1 and December 31, 2023, 32% of all arrests in Hays County included at least one charge for Possession of a Controlled Substance, Possession of a Dangerous Drug, Possession of Marijuana, or Driving While Intoxicated.

Project Approach & Activities:

Hays County will contract with a licensed service provider in order to provide a residential based substance abuse treatment program as an alternative to incarceration. In its first year, the program will seek to engage 10 individuals. Individuals will be engaged for a period of 6-9 months and will be subject to regular - both scheduled and random - urinalysis to ensure they are adhering to the requirements of the program by not using drugs or alcohol. During their time in the program, individuals will participate in counseling sessions with licensed staff and will be offered support in seeking employment and vocational training.

Capacity & Capabilities:
In order to complete the project, Hays County will contract with a clinical service provider who has a full staff capable of assisting individuals with detox and treatment. Because Hays County does not have clinical staff, contracting with a provider is the most effective way to complete this project. Staff in the Judicial Services department will continue to monitor the progress of the program by regular meetings with both the service provider as well as people participating in the program.

Performance Management :

Progress will be monitored in two main ways. First, Judicial Services staff will regularly receive reports from the selected contractor about progress of each individual from the clinical perspective. This will help to ensure participants are meeting their goals for participation in the program. Pretrial officers from the Judicial Services Department will also check in with their clients who are participating in the program to ensure they feel supported and are meeting their goals. This will allow officers to gain a more holistic view of the programs success by allowing for personal connection and individualized conversations.

Target Group :

This project will target individuals who have been identified as a good fit for the pretrial supervision program, but who have active substance abuse issues. Rather than holding these individuals in the Hays County jail, they will be released into the Residential Substance Abuse Treatment program. The program will aim to serve 20 individuals.

Evidence-Based Practices:

Residential settings are often more effective than outpatient treatment for substance abuse disorder. "Residential Treatment for Substance Use Disorder: A Review of Clinical Effectiveness" by Gray and Argaez found that " residential treatment was equally or more effective than other less intensive treatment modalities." The review found that although outpatient methods were also effective in reducing substance use rates, residential patients usually saw a greater success in treatment.

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

Print This Page

Agency Name: Hays County
Grant/App: 5069901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Substance Abuse Treatment Program
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Program Type

Select one:
X Residential
_ Jail-based

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Counseling or Treatment for Substance Abuse	100.00	Hays County will contract with an outside vendor to provide a residential substance abuse treatment program. Services will be provided by licensed, clinical staff and will engage the individuals for a period of 6-9 months as an alternative to incarceration.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

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

Print This Page

Agency Name: Hays County
Grant/App: 5069901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Substance Abuse Treatment Program
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Alcohol and/or drug testing – random: Individuals receiving	10
Alcohol continuous monitoring: Individuals receiving	
Counseling or treatment for substance abuse: Individuals receiving	10
Substance abuse treatment by a LICENSED professional: Individuals receiving	10
Substance abuse treatment using medication assisted treatment (MAT): Individuals receiving	

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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

Print This Page

Agency Name: Hays County
Grant/App: 5069901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Substance Abuse Treatment Program
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Residential treatment for 10 individuals for a period of 6-9 months. 6 months is estimated at $90,000 and 9 months is estimated at $135,000. Funds are budgeted at an average of these two numbers resulting in $112,500 for 10 individuals for a total of $1,125,000.	$1,125,000.00	$0.00	$0.00	$0.00	$1,125,000.00	0

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

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Substance Abuse Treatment Program grant project be operated in the 2025 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, State Criminal Justice Planning Funds - Residential Substance Abuse Treatment for State Prisoners Grant Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Substance Abuse Treatment Program to the Office of the Governor.

ADOPTED THIS THE 6TH DAY of FEBRUARY, 2024

_____

Ruben Becerra
Hays County Judge

ATTEST:

_____

Elaine Cardenas
Hays County Clerk

Grant Number 5069901

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY/JONES

Sponsor: Judge Becerra

Agenda Item:

Ratify the submission of a grant application to the Lower Colorado River Authority (LCRA), Community Development Partnership Program in the amount of $9,885.00. **BECERRA/T. CRUMLEY/JONES**

Summary:

This grant application was submitted on January 31st in order to comply with the deadline. Funds would be used for the purchase of a new cargo trailer for the Office of Emergency Services to use with the Community Emergency Response Team (CERT) program and for the purchase of equipment to outfit an existing trailer in order to cerate a heating and cooling trailer to be used for firefighter rehab during disaster relief. There is a required match of 20%, resulting in a $2,472 match.

Fiscal Impact:

Amount Requested: $2,472 cash match
Line Item Number: TBD

Budget Office:

Source of Funds: TBD
Budget Amendment Required Y/N?: N/A
Comments: Cash match will need to be identified and budgeted if grant is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD if Awarded
Comments:

Attachments

Application
Budget

Back (https://lowercoloradoriverauthority.submittable.com/submit)

Simone Corprew (https://www.submittable.com/help/submitter?orgId=25485)

(https://www.lcra.org/cdpp)

=254
85)

Community Development Partnership Program

Ends on Thu, Feb 1, 2024 2:00 AM (in 5 hours)

LCRA supports local communities in its service area with grants of up to $50,000 through the Community Development Partnership Program (CDPP). Tax-exempt nonprofit organizations are eligible to apply, as well as city and county entities and special districts. Grant projects must improve the value of a capital asset by building, renovating or purchasing equipment, and must benefit an entire community. Applicants requesting more than $5,000 in grant funding must supply matching funds of at least 20% of the total project cost.

Grant program FAQs (https://www.lcra.org/community-services/community-grant-program/#faqs)

More information on completing the CDPP grant application (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/)

Technical Questions?

Check out the Submitter Resource Center (https://submittable.help/en/collections/185534-submitters) or contact Submittable Customer Support (https://www.submittable.com/help/submitter/).

Applying on behalf of:

HAYS COUNTY IT

UEI: RH4DFY1GC2R3

Address: 712 Stagecoach Trl, Ste 1071, San Marcos, TX 78666, USA

Change organization

Learn how to manage organization details (http://submittable.help/en/articles/8417693-organization-search)

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Manage Collaborators

You can invite additional people to complete this form as a collaborator. We encourage you to invite the CDPP grants team as collaborators to enable them to review your draft application in order to answer any questions and/or provide feedback.

Follow this link for additional information (https://submittable.help/en/articles/3654810-inviting-collaborators-on-submissions-and-additional-forms)

- Click on Manage Collaborators. A Dialog box will appear, asking you to enter the email addresses of your collaborators. Enter those addresses, then click Invite. The grants team email addresses are sheila.slagel@lcra.org (mailto:sheila.slagel@lcra.org) and liz.mundine@lcra.org (mailto:liz.mundine@lcra.org).
- Invited collaborators will receive an email, letting them know you've invited them to collaborate on a draft submission using Submittable. In order to communicate with collaborators through the Submittable platform, all invitees must accept the invite BEFORE the owner of the submission (that's you!) hits Submit.
- After you've sent invitations to collaborate, you can click on the Invite Collaborators link again anytime to see the status of your invitations. In the row for each invitee who has not yet accepted their invitation, you will see a Pending indication. There will also be a trash can next to each person's name so that the Submission Owner can remove anyone that they no longer want to collaborate on the submission.

ORGANIZATION INFORMATION

Name of organization *

Hays County

11 / 300 characters

Tax identification number *

74 – 6002241

Powered by Candid

Tax ID number, or employer identification number (EIN) (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#organization-information) is a unique nine-digit number assigned to an organization by the IRS for federal tax reporting purposes.

Mailing address *

Country

United States

Address

712 S. Stagecoach Trail

Address Line 2 (optional)

City

San Marcos

State, Province, or Region

TX

Zip or Postal Code

78666

Organization mission statement

Does your organization have a Facebook page? *

- (•) Yes
- ( ) No

Enter the organization's Facebook page. *

https://www.facebook.com/hayscountytexas

Does your organization have a website? *

- (•) Yes
- ( ) No

Enter the organization's website address. *

https://hayscountytx.com/

Tax status *

City, county or economic development

Is the organization a volunteer fire department? *

- ( ) Yes
- (•) No

Provide a list of key staff and members of the organization's governing body, such as a board of directors. *

- (•) Upload the list to the application.
- ( ) Input the list by hand.

Key staff and members of the organization's governing body: *

Commissioners_Court_2024.pdf

Choose File

Select up to 5 files to attach. You have attached 1. You may add 4 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

Please disclose any relationship, whether business, personal or financial, with any member of the Community Development Partnership Program Review Committee. The existence of a relationship neither enhances or disqualifies an application from being approved and funded. Click the link below to see a list of CDPP Review Committee members.

None

CDPP Review Committee (https://www.lcra.org/download/cdpp-review-committee-pdf/?wpdmdl=12308)

CONTACT INFORMATION

Application contact *

First Name

Simone

Last Name

Corprew

This should be the contact person for any questions pertaining to the submitted application.

Prefix *

Mrs.

Title

Grant Coordinator

Email *

simone.corprew@co.hays.tx.us

Phone number *

+1 512 749 1161

Alternate phone number

+1 903 746 4922

Organization primary contact *

First Name

Ruben

Last Name

Becerra

This should be the authorized representative of the organization.

Prefix *

The Honorable

Title

County Judge

Email *

judge.becerra@co.hays.tx.us

Phone number *

+1 512 393 2205

Alternate phone number

PROJECT INFORMATION

The narrative portions of the application are crucial for the review committee to understand the need for the project and the benefit to and impact on the community. Please be as descriptive as possible and cite examples of economic, cost or beautification benefits, or why the lack of funding for the project could be detrimental to the community.

The review committee typically receives more than 100 applications each cycle. It is important applications are thoughtful, clear and easy to follow.

Project's physical address/location *

Country

United States

Address

810 S. Stagecoach Trail

Address Line 2 (optional)

City

San Marcos

State, Province, or Region

TX

Zip or Postal Code

78666

County where project will be located *

Hays

Which program area best describes the project? *

Public Safety

Provide a brief description of the project *

Hays County seeks to purchase equipment for disaster response. This includes a new cargo trailer and outfitting of an existing trailer.

135 / 150 characters

How does this project benefit the community? *

Hays County is seeking funds for the purchase of a new trailer as well as to perform upgrades to an existing trailer that will be deployed during disasters. Both trailers would be moved to recovery sites for natural disasters such as floods and wildfires. Equipment will be purchased to outfit the existing trailer to be used as a heating and cooling trailer for firefighter rehab. The new trailer will be for the Buda CERT team which currently has to share a trailer with the Kyle CERT Team. This will allow CERT to respond more quickly to disasters in the Buda area.

Both trailers will be deployed directly to disaster sites to help with response and recovery. Residents will benefit from this project because it will lead to increased efficiency to disaster response as well as providing care for first responders. The equipment may be used at sites where residential areas are being evacuated or at sites where crews are working to contain an event such as a wildfire or flood damage.

How would this grant contribute to the health and development of your community and improve its attractiveness to public and private enterprises? *

Hays County Office of Emergency Services (OES) and CERT seeks to support first responders and local jurisdictions in the event of disasters. The purchase of this new equipment would allow OES to be a major resource for responders who are working in hot or dangerous conditions during wildfires and floods. Hays County has a strong working relationship with local ESDs and this equipment would be another resource in supporting their efforts to help the community.

How would this grant improve the quality and quantity of services essential for the development of your community? *

The CERT Team is often deployed to disaster sites to be a resource for residents. This may include directing traffic at or around disaster sites, handing out supplies to individuals who have had to evacuate, or working at holding sites for residents who have been evacuated. The purchase of the new trailer would streamline operations and allow them to serve residents in need in a more efficient way, particularly in the northeastern portion of Hays County.

The purchase of the new trailer will allow for first responders to be able to seek respite from intense conditions while actively serving the community. By providing an area where they can cool off from intense heat or seek warmth when working in cold, icy conditions, first responders will be better assisted while responding to disasters.

Why is this project needed? *

Hays County OES seeks to provide assistance and services to residents, especially in times of disaster. One of the most effective ways this can be done is by supporting first responders. The purchase of this equipment would allow Hays County to offer much needed relief to first responders assisting with disaster response as well as equip the CERT Team to better assist with response.

Is this project for a new building or facility improvements? *

- ( ) Yes
- (•) No

Who is the property owner of the project location? *

Hays County

If the applicant does not own the property, provide documentation from the property owner illustrating relationships between organizations and permissions for the project improvements to occur on the property.
Documentation could include:

- A copy of a long-term lease.
- Letter from the entity granting permission for the project improvements.

Documentation can be uploaded in the additional information section located at the end of the application.

What is the population of the community, city, county or region impacted by this project? *

241066

Population input should reflect the organization's primary impact area.

Identify each community, city, county or region impacted by this project. *

Hays County

Please distinguish between primary impact area and secondary impact area.

How often will the project be open or accessible to the public? *

Equipment will be deployed to all disaster recovery sites that Emergency Services or CERT responds to.

Please describe public access in detail, such as, "The museum is open 8-5 Monday through Friday," or "The Fire Department will carry the requested equipment on emergency calls 24/7."

Select your electric service provider *

City of San Marcos

PROJECT COST INFORMATION

Totals and percentages in the project cost information section must match the information provided in the grant request information section of the application.

Total Project Cost (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#total-project-cost) = Hard Costs of Project + In-Kind Contributions

Template

Project cost summary template (https://www.lcra.org/download/project-cost-summary-template/?wpdmdl=32337)

Please use the template provided by LCRA to calculate the project cost (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#project-cost-summary).

It only requires six fields (in green) to be completed and auto calculates the totals and percentages for the project to verify eligibility requirements.

The information provided in step four of the project cost summary should be utilized to complete the grant request information section of the application.

Project cost summary examples

$5,000 grant request with no match (https://www.lcra.org/download/project-cost-summary-ex-pc5000-m0-r5000/?wpdmdl=32356)

$5,000 grant request with less than 20% match (https://www.lcra.org/download/project-cost-summary-ex-pc6000-m1000-r5000/?wpdmdl=32363)

$5,000 grant request with 20% match (https://www.lcra.org/download/project-cost-summary-ex-pc6250-m1250-r5000/?wpdmdl=32367)

$25,000 grant request with 20% match (https://www.lcra.org/download/project-cost-summary-ex-pc31250-m6250-r25000/?wpdmdl=32372)

$50,000 grant request with 20% match (https://www.lcra.org/download/project-cost-summary-ex-pc62500-m12500-r50000/?wpdmdl=32375)

$50,000 grant request with more than 20% match (https://www.lcra.org/download/project-cost-summary-ex-pc350000-m300000-r50000/?wpdmdl=32377)

Project cost summary *

Budget_Summary_Complete.xlsx

No more files may be attached here.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

- The project cost summary (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#project-cost-summary) is required and should show details of the project cost.
- Totals and percentages in the project cost summary must match the information provided in the grant request information section of the application. Costs listed in the project cost summary should match or be substantiated by vendor quotes provided in the application.
- Please use the template provided by LCRA. The LCRA template auto calculates the totals and percentages for the project to verify eligibility requirements and provides the information necessary to complete the grant request information section of the application.

Do you have vendor quotes or estimates for the project? *

- (●) Yes
- ( ) No

Upload quotes or estimates. *

cooling_tailer_quotes.pdf

New_trailer.pdf

Choose File

Select up to 10 files to attach. You have attached 2. You may add 8 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

Vendor quotes need to be from within the last six months. Quotes should substantiate the information provided in the project cost summary and can be pricing provided from online shopping sites as appropriate for the project.

GRANT REQUEST INFORMATION

The information provided in the grant request information section must match the totals and percentages in the project cost information section of the application. Reference step four (funding overview of project) of the project cost summary to complete this section of the application.

Total project cost *

$ 12357

Enter the total project cost as calculated in the project cost summary. Whole dollars only.
Total Project Cost (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#total-project-cost) = Hard Costs of Project + In-Kind Contributions

Matching contribution *

- [x] Cash match
- [ ] In-kind contribution
- [ ] No match

Please select the forms of matching contributions (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#matching-contribution) the organization will contribute to the project.
Project costs of $5,000 or less do not require a matching contribution. Project costs exceeding $5,000 require a match.

How much cash will the organization provide as a matching contribution? *

$ 2472

Enter the total cash contribution by the organization as calculated in the project cost summary (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#project-cost-summary). Whole dollars only.

Matching funds must be available at the time of application submittal and documented in the grant application with financial or bank statements and/or letters of credit or monetary support.

Matching funds can include pledged donations and/or awarded funds reserved for the project. (Application must include documentation to substantiate the value and availability.) Funding awards in pending status at the time of grant submittal are not eligible as matching funds.

What percentage of the total project cost is the organization's matching contribution? *

20 %

Enter the total matching contribution percentage as calculated in the project cost summary (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#project-cost-summary). Whole numbers only.

A minimum 20% matching contribution is required for total project costs of $6,250 or more. If the total project cost ranges from $1,000 to $5,000, no matching contribution is required. A total project cost ranging from $5,001 to $6,249 with a $5,000 or less grant request amount will still require a matching contribution to complete the project, but does not need to meet the minimum 20%.

CDPP grant request *

$ 9885

Enter the CDPP grant request as calculated in the project cost summary (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#project-cost-summary). Whole dollars only.

The minimum funding request is $1,000. The maximum funding request is $50,000.

Will the requested CDPP grant funds enable the completion of the project? *

- (•) Yes
- ( ) No

Does the requesting organization have a reserve/operating fund? *

- (•) Yes
- ( ) No

Is the reserve/operating fund being used for this project?

- (•) Yes
- ( ) No

Please explain how the reserve/operating fund is being used.

Operating budget will be used for the matching funds.

ADDITIONAL DETAILS

Does the project have a water conservation component such as a rainwater catchment system, low-flow toilets or xeriscaping strategies? *

- ( ) Yes
- (•) No

Projects that have a positive impact on natural resources (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#conservation-components) by addressing issues related to water conservation receive additional points. Water conservation components listed for consideration should be part of the project being considered for funding and listed as components of the total project cost.

Does the project have an energy-efficient component such as solar energy, energy-efficient lighting, windows or insulation? *

- ( ) Yes
- (•) No

Projects that have a positive impact on natural resources (https://www.lcra.org/community-services/community-grant-program/navigating-the-cdpp-application/#conservation-components) by addressing issues related to energy conservation receive

additional points. Energy-efficient components listed for consideration should be part of the project being considered for funding and listed as components of the total project cost.

Is there anything else you want the Review Committee to know about this grant proposal?

REQUIRED DOCUMENTATION

IRS determination letter

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

IRS determination letter is required for nonprofit organizations only as proof of tax-exempt status.
Churches that meet the requirements of section 501(c)(3) of the Internal Revenue Code are automatically considered tax-exempt.

Need help finding your organization's tax ID?
Look for a determination letter from the IRS confirming the organization's tax-exempt status. The IRS determination letter is not the same as a certificate of formation issued by the secretary of state or sales tax number issued by the state comptroller.
If your organization is tax-exempt, check that the status is in good standing using the IRS tax-exempt organization search (https://apps.irs.gov/app/eos/). You may be able to locate your IRS determination letter as part of the standing results.

Financial or bank statements *

Hays_County_FY22_Basic_Financial_Statements.pdf

Choose File

Select up to 10 files to attach. You have attached 1. You may add 9 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

Current financial statements are needed to verify matching contribution availability.
Please DO NOT attach a full Comprehensive Annual Financial Report (CAFR). Only include the most current basic financial statements such as a balance sheet and cash flow statement. If your organization does not have financial statements, attach the most current bank and/or investment statements showing availability of matching funds.

ADDITIONAL INFORMATION

Photographs

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

If applicable, attach photographs that would help the review committee better understand the project and the need for it.

Additional documentation

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

This section is for attachments/items that do not fit into other sections of the application but may help the review committee understand the project. Use this section to help tell your story and substantiate the need for and community support of the project.
Links to websites will not be viewable by the review committee and should not be included.

⚠ You are about to submit your application. ⚠

****LCRA will not accept any submissions after the application deadline - midnight on Jan. 31*. *Correcting mistakes or making edits after the application deadline has passed is not allowed. For additional grant resources and opportunities, please visit www.lcra.org/cdpp* (https://www.lcra.org/cdpp)*. For any technical questions about the platform, please visit THIS WEBSITE* (https://submittable.help/en/collections/185534-help-for-applicants)*.**

Please review your answers carefully and double-check that all attachments are correct before you submit your application.

When your application has been received, you will receive an e-mail confirmation.

If you do not receive a confirmation email, you may not receive other communications about the status of your application. Be sure to check the following information:

- Check which email address you used to set up your Submittable account and ensure it was entered correctly.
- Make sure your application is not still saved as a draft.
- Check the junk/spam filters for your email account. Emails are sent from notifications@email.submittable.com (mailto:notifications@email.submittable.com).
- Safelist the Submittable email address. *Safelisting an email address means explicitly telling your email service provider that emails from notifications@email.submittable.com* (mailto:notifications@email.submittable.com) *are not spam or junk mail.* How can I safelist notifications from Submittable? (https://submittable.help/en/articles/3221476-how-can-i-safelist-notification-emails-from-submittable)

☐ I agree with Terms of Use *

Save Draft **Submit**

Last Saved a few seconds ago

Technical Help (https://www.submittable.com/help/submitter?orgId=25485) | Privacy Policy (http://www.submittable.com/privacy)

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Community Development Partnership Program
Project Cost Summary

The project cost worksheet contains four steps to develop and identify the total project cost and funding distribution of the project:
Step 1: Calculate total project cost.
Step 2: Allocate hard costs between cash match contribution or CDPP grant request.
Step 3: Explain in-kind contribution.
Step 4: Review funding overview for the project.
There are built-in eligibility verifications to help make sure your request adds up and meets grant requirements.
Red boxes mean there are warnings/revisions necessary.
For examples of completed project cost summaries visit www.lcra.org/cdpp.

Complete green fields ONLY.

Step 1: Calculate total project cost.

Total Project Cost = Hard Costs of Project + In-kind Contributions

Enter a description for each line item of your project, the dollar amount of the hard costs and value of in-kind contributions, if any, for that item.
Summarizing phases or similar activities/costs into one line item is preferred.
When calculating in-kind values, utilize current prevailing rates.

For more information concerning eligible project costs and in-kind contributions visit www.lcra.org/cdpp.

Line Item Description	Hard Costs	In-kind Contribution Value	Total Project Cost
1 6x12 Tandem 7 ft enclosed cargo trailer	$6,399	$0	$6,399
1 DuroMax 500cc Electric Start 10500-Watt Portable Generator	1,699	0	1,699
1 Celiera Dual Zone Triple Zone Ductless Mini Split Air Conditioner and Heater	2,884	0	2,884
15 Residential Sheathing Faced Polystyrene Board Insulation ($25 each)	375	0	375
Insulation for cargo trailer	1,000	0	1,000
			0
			0
			0
			0
			0
Total	**$12,357**	**$0**	**$12,357**

Community Development Partnership Program
Project Cost Summary

Step 2: Allocate hard costs between cash match contribution or CDPP grant request.

Enter the amount of money being contributed by the organization and the amount of money being requested as CDPP grant funding for each item.

Line Item Description	Matching Contribution		CDPP Grant Request Allocation	Total Project Cost
	$Cash$ Contributed by Organization	In-kind Contribution Value		
1 6x12 Tandem 7 ft enclosed cargo trailer	$2,472	$0	$3,927	$6,399
1 DuroMax 500cc Electric Start 10500-Watt Portable Generator	0	0	1,699	1,699
1 Celiera Dual Zone Triple Zone Ductless Mini Split Air Conditioner and Heater	0	0	2,884	2,884
15 Residential Sheathing Faced Polystyrene Board Insulation ($25 each)	0	0	375	375
Insulation for cargo trailer	0	0	1,000	1,000
		0		0
		0		0
		0		0
		0		0
		0		0
Total	**$2,472**	**$0**	**$9,885**	**$12,357**

Total Matching Contribution **$2,472** **20%**

Eligibility Verification - Grant Request

The minimum funding request is $1,000.
The maximum funding request is $50,000.

Based on the information entered in step 2, the grant request amount is over/(under) the CDPP grant request limits by:

$-

Total project cost in step 1 and step 2 **MUST** match.

Based on the information entered in step 1, the remaining amount of project costs to allocate in step 2 between cash contributed and CDPP grant request is:

$-

Eligibility Verification - Matching Requirement

Based on the information entered in step 1, the **minimum match requirement** for this project is: **$2,471 20%**

Total project costs of $5,000 or less do not require a match.
Total project costs exceeding $5,000 require a match to avoid a point deduction during application review due to inability to complete the project.

Community Development Partnership Program
Project Cost Summary

Step 3: Explain in-kind contribution.		
Please enter a description for each line item of in kind included in the project. Please be specific about type, quantities and calculations of value. Use current prevailing rates when calculating values.		
Line Item Description	**In-kind Contribution Value**	**Description**
1 6x12 Tandem 7 ft enclosed cargo trailer	$0	
1 DuroMax 500cc Electric Start 10500-Watt Portable Generator	0	
1 Celiera Dual Zone Triple Zone Ductless Mini Split Air Conditioner and Heater	0	
15 Residential Sheathing Faced Polystyrene Board Insulation ($25 each)	0	
Insulation for cargo trailer	0	
	0	
	0	
	0	
	0	
	0	

Total In-Kind Contribution **$0**

Community Development Partnership Program
Project Cost Summary

Step 4: Funding Overview of Project		
MUST match the grant request information section of the application.		
This section provides an overview of the total project cost and funding breakdown of the project.		
Hard Costs of Project	$12,357	
In-kind Contribution Value	0	
Total Project Cost	**$12,357**	
$Cash$ Contributed by Organization	$2,472	
In-kind Contribution Value	0	
Total Matching Contribution	**$2,472**	20%
Total Matching Contribution	$2,472	20%
CDPP Grant Request	**9,885**	80%
Total Project Cost	$12,357	

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY/A. SIERRA

Sponsor: Judge Becerra

Agenda Item

Authorize the submission of a grant application to the Office of the Governor, Criminal Justice Grant Program in the amount of $53,487.00. **BECERRA/T.CRUMLEY**

Summary

Grant funds would be used for an evaluation of the pretrial supervision program under Judicial Services. Judicial Services staff plans to partner with Texas State University to perform this evaluation over the period of nine months. At the end of the evaluation period, Texas State University will provide a comprehensive review of the effectiveness of the program from a financial aspect, as well as how it impacts the recidivism rate and benefits those participating in the program. There is no match required for this grant.

Attachments

Application
Resolution

Print This Page

Agency Name: Hays County
Grant/App: 4943001 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Evaluation of Pre Trial Services in Hays County
Status: Application Pending Submission

Narrative Information

Introduction

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests
Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

DNA Testing of Evidentiary Materials
When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be

uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications
Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas.

Twelve-Step Programs
Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

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

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

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

National Instant Background Check System (NICS)
Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)
Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found here.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)
If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Shari Miller
Enter the Address for the Civil Rights Liaison:
712 S. Stagecoach Trail, Suite 1063 San Marcos, Tx 78666
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
512-393-2245

Overall Certification

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

_ **I certify to all of the application content & requirements.**

Project Abstract :

Hays County proposes to use grant funds for a research evaluation of the effectiveness of the pre-trial services program. In 2023, Hays County formed the Pre-Trial Services department which was later re-classified as the Judicial Services department. This department works with the District Attorney's Office to monitor and offer services to individuals who have been identified as candidates for pre-trial diversion rather than awaiting their trial in jail. The department began offering services on July 1, 2023 and is seeking funds to perform a full evaluation of the effectiveness of their services on recidivism rates.

Problem Statement :

Although the program has had initial success, the key to understanding the effectiveness of the program will be whether defendants receiving services successfully complete their supervision without reoffending. Previously, the Hays County County Probation department managed all cases of pretrial bond release. Because a success rate of this program could not be determined until all cases are disposed, the last year that data is available for is 2020. In 2020, 1168 inmates were released on pretrial bond supervision. This high number was due in part to the effects of the COVID-19 pandemic. Of these, 84 did not complete the program, resulting in a 7% failure rate. In the years 2021 and 2022, the number of defendants released on pretrial bond dropped

dramatically to 766 and 459 respectively. Now that the pretrial supervision process is managed by Judicial Services, Hays County is seeking to evaluate the effectiveness of the program as a whole as well as specific services that are offered.

Supporting Data :

Between July 1 and December 31 of 2023, Judicial Services assisted with the supervision of 279 inmates who were released on pretrial bond. Of these 279, 162 were court-ordered to Pretrial Bond Supervision and 117 were granted a personal bond with pretrial supervision at magistration. This resulted in an average of 47 inmates per month being released on pretrial supervision in the first six months of the program being operational (July-December). In 2023, the Hays County Jail averaged 330 inmates housed in county per month and 252 inmates housed out of county. On average, a misdemeanor case is held for 30 days before trial and a felony is held for 90 days before trial. Hays County estimates that it costs $130.55 per day to house an inmate. Of the 279 released, 128 had felony charges, 83 had misdemeanors, and 68 had both. This means that by releasing these inmates on pre-trial bond under supervision, the Pretrial Services program saved an estimated $1,503,936 for felony offenders (128 inmates x 90 day average x $130.55 cost per day to house) and $591,396.50 for misdemeanor offenders (combining 83 misdemeanor and 68 combined charges inmates x 30 day average x $130.55 per day to house).

Project Approach & Activities:

Judicial Services began managing the pretrial supervision process on July 1, 2023. On September 1, 2023 they reintroduced the practice of interviewing defendants at the jail before magistration. This process stopped in 2020 due to COVID-19. The interview includes basic information from the defendant such as address, phone number, employment information, references, mental health and substance abuse history, and initial risk assessment. This interview helps Pretrial Officers recommend either proceeding with the pretrial supervision process or going ahead with detention. Hays County will partner with Texas State University which is identified as a research institution to complete an evaluation on the pretrial services program. A professor and graduate research assistant from the School of Criminal Justice and Criminology at Texas State will work with staff from Hays County Judicial Services to monitor and evaluate the program over a period of 9 months. After the evaluation ahs been completed, Texas State will provide an in-depth written report about the effectiveness of the program on recidivism rates and the success of those participating, as well as the financial impact the program has had on the county's budget. The completed report will evaluate the program from initial risk assessment at intake through various milestones (3 month, 6 month, and 9 month).

Capacity & Capabilities:
The Judicial Services Department is comprised of the Assistant Director as well as 13 Pretrial officers. Each officer oversees and manages client cases. Staff from Judicial services will collaborate with research staff from Texas State University to provide the necessary information for the evaluation.

Performance Management :

In order to ensure the project is on track, staff from Hays County Judicial Services will meet regularly with the research team at Texas State University and provide case updates each month.

Target Group :

The target group being evaluated will be defendants who are recommended for pretrial diversion by the District Attorney and assessed to be a good fit for the program by a Pretrial Officer. The final report will be of benefit to Hays County as an institution by examining whether the Pretrial Services program has a positive impact on county operations, both fiscally and judicially.

Evidence-Based Practices:

In order to determine a client's risk, Judicial Services uses the Federal Risk Assessment. After this assessment in complete, Judicial Services places them on a scale with five levels that determines which strategies a Pretrial Officer will use for their case. By shaping strategies to each client, Officers avoid over-conditioning low risk clients. Using a research focus to improve treatments and programs provides judicial officers with recommendations for release, backed by a proven supervision program that provides reasonable assurance that the client will appear in court and not commit crime while under pretrial release.

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Agency Name: Hays County
Grant/App: 4943001 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Evaluation of Pre Trial Services in Hays County
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Assessment and Evaluation	50.00	Hays County will partner with Texas State University to complete a comprehensive evaluation of the effectiveness of the Pretrial Services program
Community Corrections	50.00	Judicial Services will oversee defendants who have been released on pretrial bond

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

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Agency Name: Hays County
Grant/App: 4943001 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Evaluation of Pre Trial Services in Hays County
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered.	1200
Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving	400
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Hours delivered.	
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Individuals receiving.	
Program evaluation and assessment: Programs assessed	1
Technology Upgrades: Number of NEW or expanded initiatives completed that resulted in an upgrade to information systems	
Training or professional development: Hours received	
Training or professional development: Individuals provided	
Training or professional development: Individuals received	
Training, professional development, or technical assistance: Hours provided	

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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Agency Name: Hays County
Grant/App: 4943001 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Evaluation of Pre Trial Services in Hays County
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Program Consultant	Cost for salary and fringe for one full time Texas State University graduate research assistant from the school of Criminal Justice and Criminology dedicated to work on program evaluation and assessment for a period of 9 months. Salary is charged at $31,000 with a fringe rate of 17% resulting in $5,270 for a total of $36,270.	$36,270.00	$0.00	$0.00	$0.00	$36,270.00	0
Contractual and Professional Services	Program Consultant	Cost for salary and fringe for one Texas State University Professor from the School of Criminal Justice and Criminology to oversee assigned graduate research assistant for two semesters. Salary is charged at $8,000 with	$10,240.00	$0.00	$0.00	$0.00	$10,240.00	0

		fringe charged at 28% resulting in $2,240 for a total of $10,240						
Indirect Costs	Indirect Costs - Approved Rate	Texas State has a pre-set 15% indirect cost rate for grant contracts which results in a charge of $6,977	$6,977.00	$0.00	$0.00	$0.00	$6,977.00	0

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Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Evaluation of Pretrial Services in Hays County grant project be operated in the 2025 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, State Criminal Justice Planning Funds Edward Byrne Memorial Justice Assistance Grant Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Evaluation of Pretrial Services in Hays County to the Office of the Governor.

ADOPTED THIS THE 6TH DAY of FEBRUARY, 2024

_____

Ruben Becerra
Hays County Judge

ATTEST:

_____

Elaine Cardenas
Hays County Clerk

Grant Number 4943001

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY/BROWN

Sponsor: Commissioner Smith

Agenda Item

Authorize the submission of a grant application to the Office of the Governor, Specialty Court Grants Program in the amount of $80,470.00. **SMITH/T.CRUMLEY/BROWN**

Summary

Grant funds will be used to assist court participants who are uninsured or underinsured and in need of partial hospitalization or inpatient treatment. Additional funds are budgeted for services to assist clients who are in the Mental Health Court program such as transportation to and from required appointments and hearings. There is no match required for this grant.

Attachments

Application
Resolution

Print This Page

Agency Name: Hays County
Grant/App: 4966901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Narrative Information

Introduction

The purpose of this funding is to support specialty court programs as defined in Chapter 121-126 and Chapter 129-130 of the Texas Government Code.

Program-Specific Questions

Participant Fees

Does this specialty court collect participant fees pursuant to Sec. 123.004 of the Texas Government Code?
X Yes
_ No

If yes, what is the current dollar amount charged to participants?
250
In the last fiscal year, how many participants were charged a fee?
0
Of those participants charged, how many paid the fee?
0

Risk Assessment Tools

In addition to the felony-level TRAS (Texas Risk Assessment System) assessment, or the PACT (Positive Achievement Change Tool) assessment for juvenile courts, what additional assessment tools are utilized by this specialty court? Please provide: 1) The name of each assessment tool used; 2) Why the assessment tool was selected for this specific program and the role it plays in this specialty court's case management process; and 3) The position title(s) of the team member(s) responsible for conducting each assessment. If no additional assessment tools are utilized, please provide an explanation as to why the program has chosen to only apply the TRAS or PACT, and if there are any factors limiting the use of additional assessment tools such as the cost associated with an assessment, familiarity with available assessments, etc.

1) The Patient Health Questionnaire-9 (PHQ-9) is utilized to assess acute symptomology related to depressive symptoms, specifically the severity and frequency of symptoms over the past two weeks to include – interest or pleasure in doing things, feeling down/depressed/hopeless, sleep dysregulation, appetite dysregulation, feeling like you have let yourself or family down, trouble concentrating, moving or speaking slowly, moving or speaking quickly, thoughts that you would be better off dead or harming yourself. Options include: "not at all, several days, over half the days, or nearly every day" that the individual has experienced these symptoms over the past two weeks. It also asks the individual to share with assessor if these symptoms effect ability to do work, take care of things at home, or get along with others. Options are "it is extremely difficult, somewhat difficult, very difficult, and extremely difficult" . Administered by staff to potential participant within the referral process, upon admission, the middle of the program, and right before graduation to compare assessments. 2) GAD-7 – Generalized Anxiety Disorder Scale – utilized to assess acute symptomology related to anxiety symptoms, specifically the severity and frequency of symptoms over the the past two weeks to include – feeling nervous, anxious or on edge, not being able to stop or control worrying, trouble relaxing, being so restless it's hard to sit still, becoming easily annoyed/irritable, and feeling afraid as if something awful might happen. Options include: "not at all, several days, over half the days, or nearly every day" that the individual has experienced these symptoms over the past two weeks. It also asks the individual to share with assessor if these symptoms effect ability to do work, take care of things at home, or get along with others. Options are "it is extremely difficult, somewhat difficult, very difficult, and extremely difficult" Administered by staff to potential participant within the referral process, upon admission, the middle of the program, and right before graduation to compare assessments. 3) Mental Health Assessment 3 – Assessment tool utilized to assess lifetime symptomology related to mental illness. Administered by staff to potential participant within the referral process. The preferred mode of administration is for staff members to read each item to the respondent and get their "yes" and "no" responses. Then, after completing all 18 questions (question 6 has two parts), the staff member should inquire about any "yes" response by asking "When did this problem first develop?"; "How long did it last?"; "Did the problem develop before, during, or after you started using substances?"; and, "What was happening in your life at that time?" This information can be written below each item in the space provided. There is additional space for staff member comments at the bottom of the form. The MHSF-III features a "Total Score" line to reflect the total number of "yes" responses. The maximum score on the MHSF-III is 18 (question 6 has two parts). The first four questions on the MHSF-III are not unique to any particular diagnosis; however, questions 5 through 17 reflect symptoms associated with the following diagnoses/diagnostic categories: Q5, Schizophrenia; Q6, Depressive Disorders; Q7, Post-Traumatic Stress Disorder; Q8, Phobias; Q9, Intermittent Explosive Disorder; Q10, Delusional Disorder; Q11, Sexual and Gender Identity Disorders; 12Q Eating Disorders (Anorexia, Bulimia); Q13 Manic Episode; Q14 Panic Disorder; Q15 Obsessive-Compulsive Disorder; Q16 Pathological Gambling; Q17 Learning Disorder and Mental Retardation. A "yes" response to any of questions 5 through 17 does not, by itself, insure that a mental health problems exists at this time. A "yes" response raises only the possibility of a current problem, Those completing the assessments include Mental Health Court Administrator (LCSW), Mental Health Court Caseworker

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

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

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

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

Twelve-Step Programs
Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Specialty Court Certifications
If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

1. The specialty court will develop and maintain written policies and procedures for the operation of the program.
2. The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to PSO.

Adoption of Adult Drug Court Best Practice Standards
Applicants operating an adult drug court certify that they are working towards full compliance with and adoption of Vol. I & II of the Adult Drug Court Best Practice Standards.

Adoption of Family Drug Court Best Practice Standards
Applicants operating a family drug court certify that they are working towards full compliance with and adoption of the Family Treatment Court Best Practice Standards.

Veterans Treatment Programs
Applicants providing mental health services to veterans or veterans' families must demonstrate a) prior history of successful execution of a grant from the Office of the Governor; and b) that the entity provides training to agency personnel on military informed care or military cultural competency or requires those personnel to complete military competency training provided by any of the following: the Texas Veterans Commission; the Texas Health and Human Services Commission; the Military Veteran Peer Network; the Substance Abuse and Mental Health Services Administration within the U.S. Department of Health and Human Services; the U.S. Department of Defense; the U.S. Department of Veterans Affairs; or a nonprofit organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501 (c) (3) of that code, with experience in providing training or technical

assistance to entities that provide mental health services to veterans or veterans' families.

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

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

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

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

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

_ **I certify to <u>all</u> of the application content & requirements.**

Project Abstract :

Hays County seeks to use grant funding to support the Mental Health Court through both services for clients and operational expenses. A majority of funding will be dedicated to providing both PHP (Partial Hospitalization) and in-patient care for court participants who do not have insurance and need a short-term high level of care. Other funds will be used for contractual services to assist clients and printing for educational materials.

Problem Statement :

The Hays County Mental Health Court has been actively assisting participants for approximately 2 years. The program has seen great success, but sees a large gap in services for individuals who are uninsured and are in need of medium- to high-level of short-term care. Individuals who are in the program may need short-term partial hospitalization or in patient care, but without insurance cannot afford these services. This leads to clients being unable to fulfill their obligations to the Mental Health Court program and potentially reoffending rather than finding success and rehabilitation in the program. Additionally the program often sees participants who do not have reliable transportation and struggle to attend required meetings for court commitments. This includes court hearings, meeting with MHC staff, and attending appointments.

Supporting Data :

The Mental health Court has a maximum caseload of 25 court participants. In 2023, the court had 25 active participants with 4 that graduated the same year. Of these participants 25 participants, 6 were uninsured (24%) and would not be able to seek the requested services without a large financial strain.

Project Approach & Activities:

Hays County will contract with a clinical service provider who has the capacity to provide both in-patient psychiatric stays as well as a partial hospitalization program in order to provide the necessary clinical component. Because available services in Hays County are limited, the MHC will also seek options in neighboring counties that can provide the best services for the clients. Additionally, the court will contract with a local driver service in order to be able to pre-schedule rides to and from necessary appointments and meetings for clients. This will be more effective than relying on rideshares as they are not readily available in

less populated areas of the county such as Wimberley and may not be available when clients need them. The Court Administrator and staff members will work with clients to schedule these rides with the driver service. A small amount of funds are also budgeted for a moving service. This will allow clients who have previously been unhoused and need assistance moving into new housing. This is often a major milestone for court participants and making the transition as easy as possible for them encourages them to continue with their progress. Court participants work with local Community Services organizations to acquire basic furnishings, but may not be able to move the items themselves if they do not have transportation or are moving into a space that is not on the ground floor. Finally funds are also budgeted for frames and challenge coins for court participants when they complete the program. The graduation ceremony held by the MHC celebrates court participants progress throughout the program and can be attended by court participants and their support systems as well as county staff and members of the public. This event is often extremely meaningful for court participants and celebrates the huge amount of effort these individuals have put into their time in the program.

Capacity & Capabilities:
The Hays County Mental Health Court has been actively seeing cases since 2022. The court is run by an elected Judge (County Court-at-Law Seat #3) and is staffed by a Court Administrator and several interns. The Court Administrator is also a Licensed Clinical Social Worker (LCSW). As stated, the court will contract for clinical services with a service provider who has the capacity to meet the needs of the court participants. Each contractor is evaluated by court staff to ensure they have the appropriate licensures and capabilities necessary to render the requested services.

Performance Management :

The goal of these funds is to keep participants engaged successfully in the Mental Health Court program rather than dropping out because they cannot meet the program requirements for their case. Participants who have access to necessary clinical services as well as transportation to and from required meetings and appointments are more likely to complete the program and less likely to reoffend than those who are forced to drop out. Success of the project will be monitored by the Mental Health Court Judge and Court Administrator. Staff regularly meets with and checks the progress of court participants.

Target Group :

The target group for this funding will be participants in the Mental Health Court. Funds will be used to provide services only to active court participants and purchase supplies for staff in the MHC office.

Evidence-Based Practices:

"Effectiveness and application of partial hospitalization" examines how partial hospitalization can be an effective alternative to inpatient care for individuals with lower needs. The paper notes that "PHP seems in particular to enhance social role functioning, which might be attributed to the fact that contact between patient and environment is not disturbed by hospitalization." "Providing Crisis-oriented and Recovery-based Treatment in Partial Hospitalization Programs" notes that PHP programs are effective, but must be used with the appropriate clients as some clients do benefit more from inpatient care. In the case of this application, both services are being persued so that the appropriate level of care can be recommend for clients.

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Agency Name: Hays County
Grant/App: 4966901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Specialty Court - Mental Health	100.00	The Hays County Mental Health Court will provide services to individuals who are accepted into the MHC program.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

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

Print This Page

Agency Name: Hays County
Grant/App: 4966901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of carry-over individuals participating.	4
Number of individuals NEWLY participating.	19

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals who will successfully complete the program.	23

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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Print This Page

Agency Name: Hays County
Grant/App: 4966901 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Inpatient psych care for court participants who need a short-term high level of care. $800 for days * 7 days * 5 clients for a total of $28,000 each	$28,000.00	$0.00	$0.00	$0.00	$28,000.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Partial Hospitalization Program for clients who need a lower level of care. $300 per day * 30 days * 5 stays for a total of $45,000	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	0
Contractual and Professional Services	Residential Services	Grants funds to help residents who were previously unhoused to move into newly acquired housing. Budgeting $300 per client for 4 clients for a total of $1200	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Contractual and Professional Services	Vehicle Transportation-Related Services	Contracted service with local driving company to get court participants without reliable transportation to and from court,	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

		meetings with attorneys, and any required services.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Printed educational materials about the program. This includes brochures to be taken to community engagement events and flyers to be posted to provide information about events	$500.00	$0.00	$0.00	$0.00	$500.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	$120 for roll out sign for community engagement and networking events	$120.00	$0.00	$0.00	$0.00	$120.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Pack of frames to be used for certificates for Mental Health Court program graduates. $25 per pack of 6 * 4 packs for a total of $100	$100.00	$0.00	$0.00	$0.00	$100.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Personalized challenge coins to be given to graduates at the time of completion of the Mental health Court program. $15 each * 20 for a total of $300	$300.00	$0.00	$0.00	$0.00	$300.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	$250 for a branded table covering with Mental health Court logo to be taken to community engagement and	$250.00	$0.00	$0.00	$0.00	$250.00	0

		networking events						

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

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Mental Health Court Grant project be operated in the 2025 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, State Criminal Justice Planning Funds - Specialty Courts Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Mental Health Court Grant to the Office of the Governor.

ADOPTED THIS THE 6TH DAY of FEBRUARY, 2024

_____

Ruben Becerra
Hays County Judge

ATTEST:

_____

Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the Health Department to utilize existing outreach funds for the purchase of consumables for future training and outreach events in the amount of $3,000.00 and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

In June 2023, the Hays County Health Department received funding from Commissioner Cohen to be used for community outreach and engagement activities. The Health Department would like to request that from these funds, $3,000 be approved for the purchase of consumables for future training events, focus groups, and outreach activities. Purchases will not exceed the county per diem rates as outlined in the County travel policy. The per-person amount will be inclusive of food and drink items.

Fiscal Impact:

Amount Requested: $3,000
Line Item Number: 011-763-99-185.5391

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Funds
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Expense
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize a budget amendment to the Building Maintenance budget in the amount of $5,803.78 for additional funds needed to replace the Yarrington mini-split that was approved December 19, 2023. **INGALSBE/T.CRUMLEY**

Summary:

On December 19, 2023, Commissioners Court approved the replacement of a 2-ton mini-split located at the Yarrington Road building. Upon further troubleshooting of the mini-split, it was discovered that the unit currently in place is not powerful enough for that space, the copper lines leading to the condensation pump need to be replaced, and the condensation plump needs to be replaced as well. Because of this, it will cost an additional $5,803.78 to replace this mini-split, replace the condensate pump, and replace/rerun about 80' of copper refrigerant lines. The additional funding has been identified in th Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: $5,804
Line Item Number: 001-695-00.5719_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$5,804 - Increase Misc. Equipment_Capital 001-695-00.5719_700
($5,804) - Decrease Building Maint & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Purchasing Cooperative Contract 638-21

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

SI Mini-Split Quote
Spec Sheet

TACLA00045892C
M-40866
BuyBoard# 638-21

Proposal Date:
January 30, 2024

Proposal

To: Hays County - Yarrington Server Room
Attn: Othon “Junior” Aguirre
Re: (2) ton split system changeout

We propose to install the HVAC WORK as outlined in the scope of work below:

Item	Description	List Price	Discount	Net Price	Quantily	Total
1	Equipment & Material	$11,050.00	25%	$8,287.50	1	$8,287.50
					Total Parts…....	**$8,287.50**

Item	Description	Std. Hourly Rate	Non-Std. Hourly Rate	Std. Hours	Non-Std. Hours	Total
1	Trip Charge	$75.00	$95.00	1		$75.00
2	Journeyman Labor	$95.00	$142.50	24		$2,280.00
3	Helper Labor	$75.00	$95.00	24		$1,800.00
					Total Labor…....	**$4,155.00**

HVAC/Plumbing Work: …… $12,442.50
Tax 8.25% $0.00
Total Price $12,442.50

Scope of Work:
1. Furnish and install: (1) 2-Ton Trane Mini-Split, (~80') Copper Refringerant Lineset, (1) condensate pump, and
2. Install new condenser on existing slab.
3. Install new wall mount cassette in server room.
4. Install and route new copper line set from condenser to cassette.
5. Re-use existing condensate line, install new condensate pump.
6. Demo and hauloff of existing split system and associated piping. Any piping not acessable shall be cut, capped and abonded.
7. Startup units, verify operation, and cleanup work area.

Bid Clarifications:
1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind. Customer to verify existing breaker sizing.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access.
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: No other repairs are in this proposal other then listed above.

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are

Sincerely,

Alec Jasik
Project Manager / Estimator
Cell# 210-289-7584

ST SERIES SINGLE-ZONE COOLING ONLY SYSTEM

Model Name	Indoor Unit		NTYWST09A112A	NTYWST12A112A	NTYWST15A112A	NTYWST18A112A	NTYWST24A112A
	Outdoor Unit		NTYSST09A112A	NTYSST12A112A	NTYSST15A112A	NTYSST18A112A	NTYSST24A112A
Cooling *1	Rated Capacity	Btu/h	9,000	12,000	14,000	18,000	22,500
	Capacity Range	Btu/h	3,600 – 12,200	1,500 – 13,600	3,100 – 18,200	5,800 – 22,000	8,200 – 31,400
	Rated Power Input	W	585	920	1,080	1,340	1800
	Energy Efficiency	SEER	24.6	23.1	21.6	20.5	20.5
	Moisture Removal	Pints/h	1.5	2.5	2.7	2.1	5.1
	Sensible Heat Factor		0.820	0.770	0.780	0.870	0.750
Power Supply *2	Phase, Cycle, Voltage		1 Phase, 60Hz, 208/230V				
Voltage	Indoor-Outdoor S1 – S2		AC 208/230V				
	Indoor-Outdoor S2 – S3		DC ±24V				
	Indoor-Remote Controller		Wireless Type (Optional Wired Controller: DC 12V)				
Indoor Unit	MCA	A	1.0				
	Blower Motor (ECM)	F.L.A.	0.76			0.67	0.76
	Airflow at Cooling	DRY (CFM)	145-170-237-321-399		205-272-335-420-533	258-332-417-522-646	388-469-544-628-738
	(Quiet-Lo-Med-Hi-Super Hi)*1	WET (CFM)	109-134-201-286-364		170-237-300-385-498	232-299-375-470-581	347-420-487-562-661
	Sound Pressure Level at Cooling (Quiet-Lo-Med-Hi-Super Hi)*1	dB(A)	19-22-30-37-43	19-22-30-37-45	26-32-38-44-49	28-33-38-44-49	34-41-45-49-53
	External Finish Color		Munsell 1.0Y 9.2 / 0.2				
	Dimension Unit	W: In.	31-7/16			36-5/16	43-5/16
		D: In.	9-1/8			9-13/16	9-3/8
		H: In.	11-5/8			12	12-13/16
	Weight Unit	Lbs.	22			28	37
	Field Drainpipe Size O.D.	In.	5/8				
Remote Controller	Type		Compatible with multiple controls options including kumo cloud®				
Outdoor Unit	MCA	A	7		9	14	17.1
	MOCP	A	15				20
	Fan Motor (ECM)	F.L.A.	0.50			0.93	
	Compressor	Model (Type)	DC INVERTER-driven		DC INVERTER-driven Twin Rotary		
		R.L.A.	4.9		6.8	10.0	12.9
		L.R.A.	6.1		8.5	12.5	16.1
	Airflow (Cooling)	CFM	1,229/1,172		1,243/1,229	1,691/1,691	1,769/1,701
	Refrigerant Control		Linear Expansion Valve				
	Sound Pressure Level at Cooling *1	dB(A)	48	49		54	55
	External Finish Color		Munsell No. 3Y 7.8 / 1.1				
	Dimensions	W: In.	31-1/2			33-1/16	
		D: In.	11-1/4			13	
		H: In.	21-5/8			34-5/8	
	Weight	Lbs.	81			121	119
Refrigerant	Type		R410A				
	Charge	Lbs., Oz.	2, 9			3, 9	4, 3
	Oil	Type (fl. oz.)	FV50S (9.1)	FV50S (11.8)			FV50S (13.5)
Refrigerant Pipe	Gas Side O.D.	In.	3/8		1/2		5/8
	Liquid Side O.D.	In.	1/4				3/8
Refrigerant Pipe Length	Height Difference (Max.)	Ft..	40			50	
	Length (Max.)	Ft..	65			100	
Connection Method	Indoor/Outdoor		Flared/Flared				

NOTES: Test conditions are based on AHRI 210/240.

*1. Rating conditions (cooling) — Indoor D.B. 80° F (27° C), W.B. 67° F (19° C); Outdoor: D.B. 95° F (35° C), W.B. 75° F (24° C).

*2. Indoor units receive power from outdoor units through field-supplied interconnected wiring.

Specifications are subject to change without notice.

LIMITED WARRANTY I Five years parts and seven years compressor.

It is recommended to validate system performance via Diamond System Builder system selection software.
Diamond System Builder software for windows based computers is Available for free download at trane.mylinkdrive.com

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Jerry Borcherding

Sponsor: Commissioner Shell

Agenda Item

Approve Utility Permits. **SHELL/BORCHERDING**

Summary

TRN-2023-7290-UTL	Spectrum proposes to install 9 LF of 2-4" HDPE pipe via open trench along Piedra Pass ROW, in order to install one proposed spectrum electrical cabinet.
TRN-2023-7291-UTL	Spectrum proposes to install 10 LF of open trench along 2307 Hilliard Rd. to install a proposed spectrum electric cabinet.
TRN-2023-7298-UTL	Spectrum proposes to install 10 LF of 2-4" HDPE pipe for fiber use along Morningwood Dr's ROW. All excavation to be installed via open trench and behind curb.

Attachments

Plan Set
Permit
Permit
Plan Set
Plan Set
Permit

SHEET INDEX:

1. PERMIT COVER
2. GENERAL NOTES
3. SPECTRUM OLT #2: PLAN & PROFILE VIEW
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRIC CABINET DETAILS
7. TRAFFIC CONTROL DETAILS

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
100 PIEDRAS PASS
SAN MARCOS, TX 78666

OWNER:
BRYAN GALPIN
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
BRYAN.GALPIN@CHARTER.COM
512-962-2288

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

Stuart Cowell — 12/13/2023
ENGINEER OF RECORD — DATE

OLT #2
9 LF OF OPEN TRENCH

LOCATION MAP — N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

PRINTED: 12/13/2023 2:42 PM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2023\2605-23-C178 Blanco River Ranch (4658737)\CADD\UNDERGROUND DESIGN\OLT's\2605-23-C178 Blanco River Ranch 4658737 _OLT 2.dwg SAVED: 12/13/2023 2:42 PM SAVED BY: Mbarrera
USER: Marhelo Barrera

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	MB	SCALE: HORIZONTAL:	N/A
DRAWN BY:	MB	VERTICAL:	N/A
CHECKED BY:	RS	SHEET:	1 OF 1
APPROVED BY:	SC	PAGE:	2
PROJECT NO:	2605-23-C178		
DATE:	12/13/2023		

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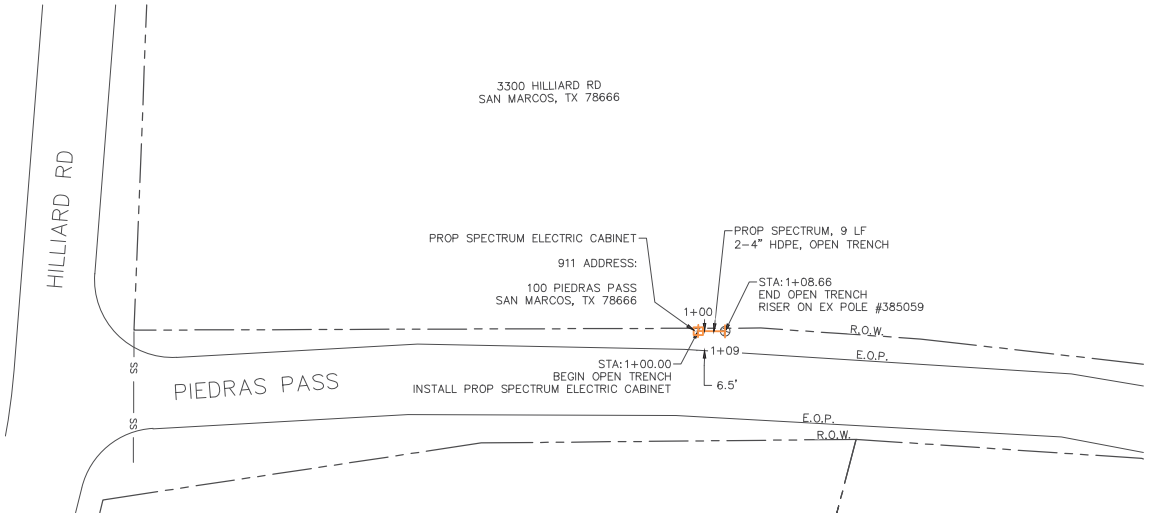

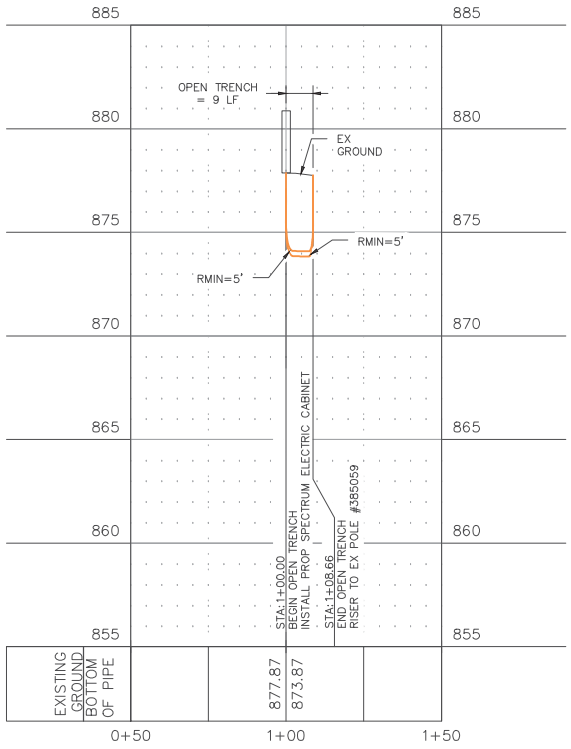

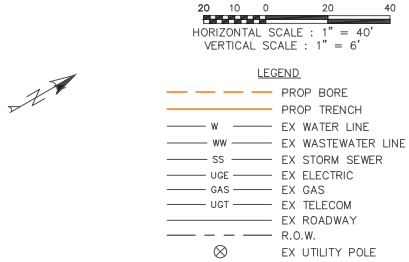

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL AUSTIN WATER INFRASTRUCTURE.
3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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LJA Engineering, Inc.
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
SPECTRUM OLT 2: PLAN AND PROFILE VIEW

DESIGN BY:	MB	SCALE: HORIZONTAL:	1" = 40'
DRAWN BY:	MB	VERTICAL:	1" = 6'
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APPROVED BY:	SC	PAGE:	3
PROJECT NO:	2605-23-C178		
DATE:	12/13/2023		

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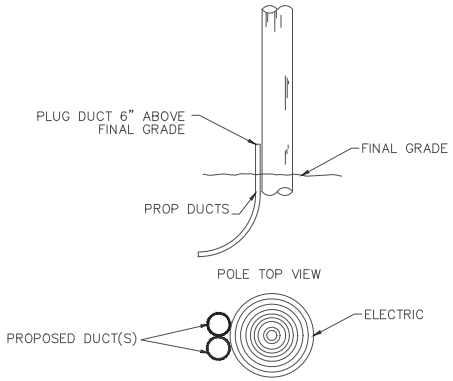

TYPICAL RISER DETAILS

N.T.S.

RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
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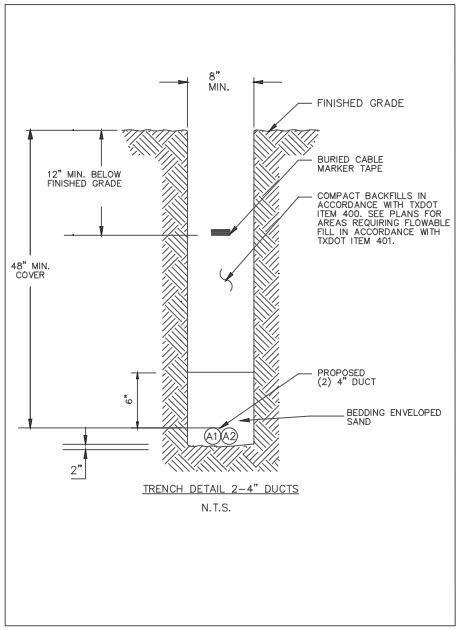

TRENCH DETAIL 2-4" DUCTS

N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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Spectrum

LJA Engineering, Inc.
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	MB	SCALE:	
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PROJECT NO:	2605-23-C178	PAGE:	5
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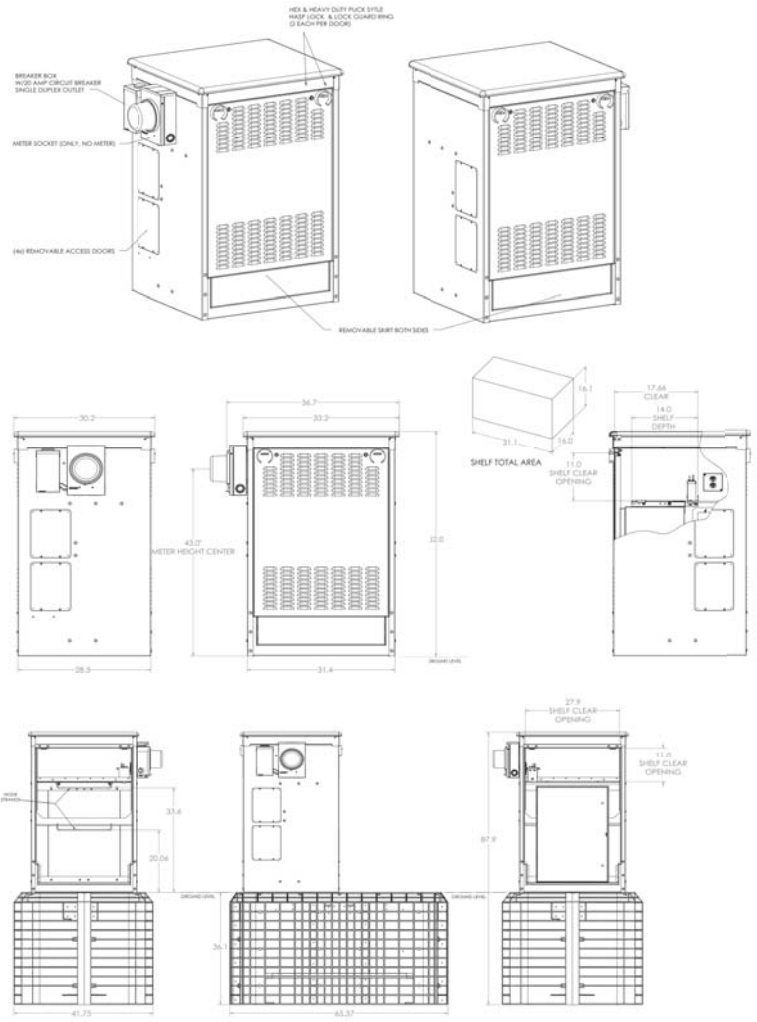
DIAGRAM/DIMENSIONS



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
PROPOSED SPECTRUM ELECTRIC CABINET DETAILS

DESIGN BY:	MB
DRAWN BY:	MB
CHECKED BY:	RS
APPROVED BY:	SC
PROJECT NO:	2605-23-C178
DATE:	12/13/2023

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VERTICAL:	N/A
SHEET:	1 OF 1
PAGE:	6

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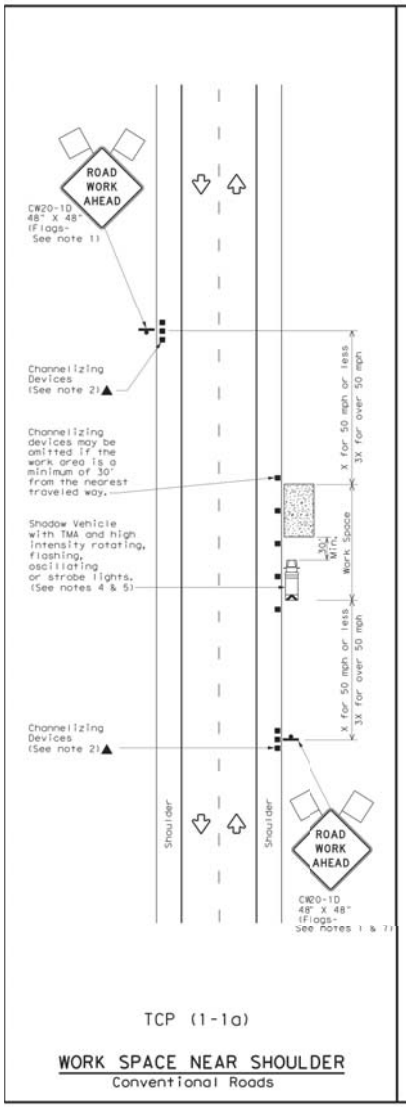
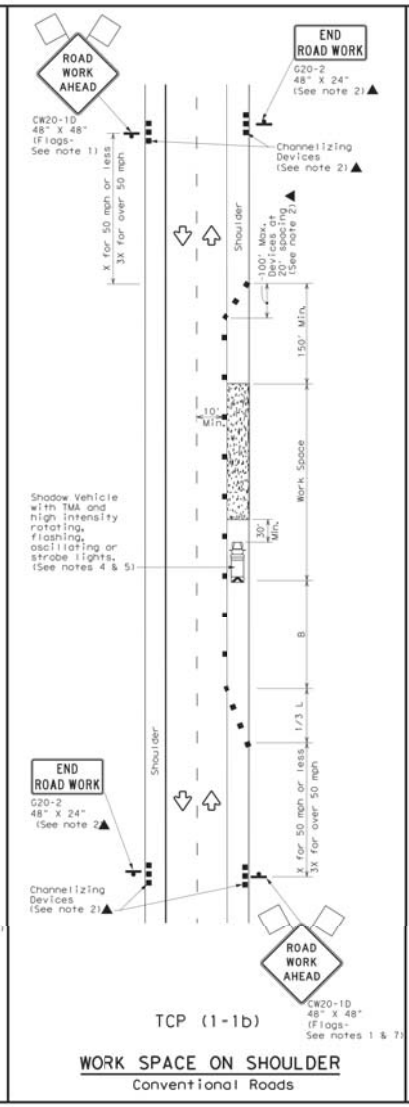


TCP (1-1a)

WORK SPACE NEAR SHOULDER

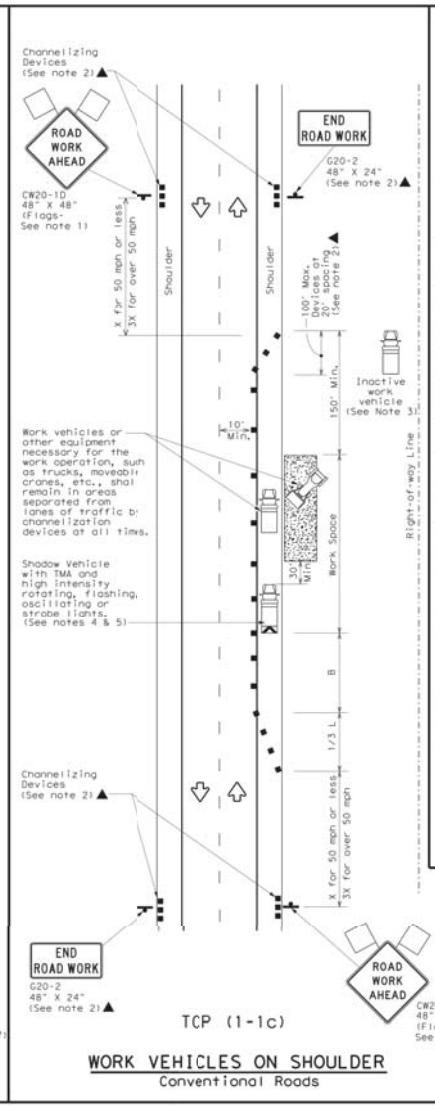
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	140'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

File: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

LJA Engineering, Inc. FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #2

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	7
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Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 1/3/2024 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5125391815
Contact Name: Julian Diaz

Engineer / Contractor Information:

Name: Serna Communications LLC
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna Garcia

Hays County Information:

Utility Permit Number: TRN-2023-7290-UTL
Type of Utility Service: 2-4" HDPE
Project Description:
Road Name(s): Piedras Pass, , , , , , ,
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 .

Roland Chandler 01/31/2024

Signature | Title | Date

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 12/27/2023 .

Utility Company Information:

Name: Spectrum
Address: TX
Phone: 5125391815
Contact Name: Julian Diaz

Engineer / Contractor Information:

Name: Serna Communications LLC
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna Garcia

Hays County Information:

Utility Permit Number: TRN-2023-7291-UTL
Type of Utility Service: 2-4" HDPE
Project Description:
Road Name(s): Hilliard 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 .

Roland Chandler 01/31/2024

Signature | Title | Date

SHEET INDEX:

1. PERMIT COVER
2. GENERAL NOTES
3. SPECTRUM OLT #1: PLAN & PROFILE VIEW
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRIC CABINET DETAILS
7. TRAFFIC CONTROL DETAILS

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
2307 HILLIARD RD.
SAN MARCOS, TX 78666

OWNER:
BRYAN GALPIN
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
BRYAN.GALPIN@CHARTER.COM
512-962-2288

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

ENGINEER OF RECORD — DATE: 12/12/2023

OLT #1
10 LF OF OPEN TRENCH

LOCATION MAP — N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

PRINTED: 12/12/2023 11:33 AM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2023\2605-23-0178 Blanco River Ranch (4658737)\CADD\UNDERGROUND DESIGN\OLT#1.dwg SAVED: 12/12/2023 11:32 AM SAVED BY: Mbarrera
USER: Marfelo Borrero

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	2
DATE:	12/12/2023		

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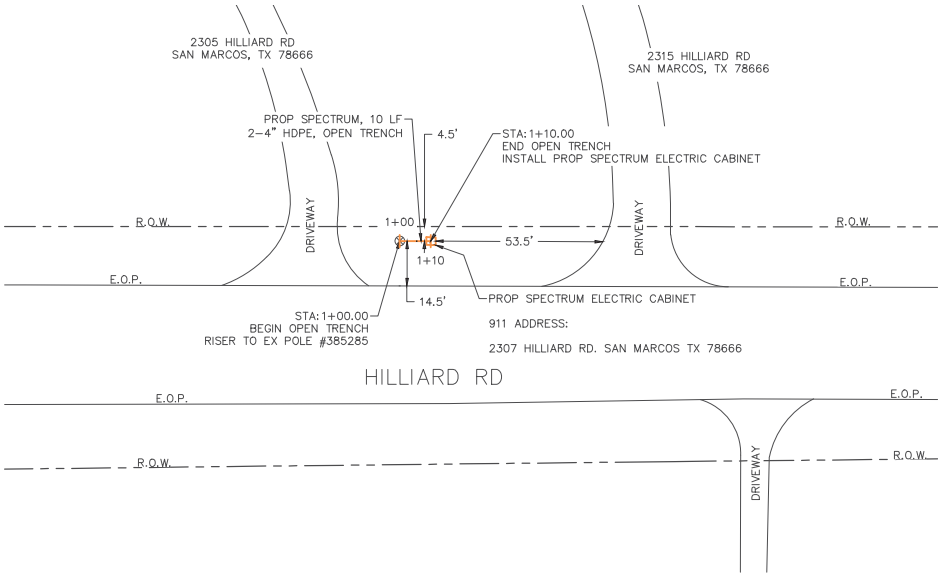

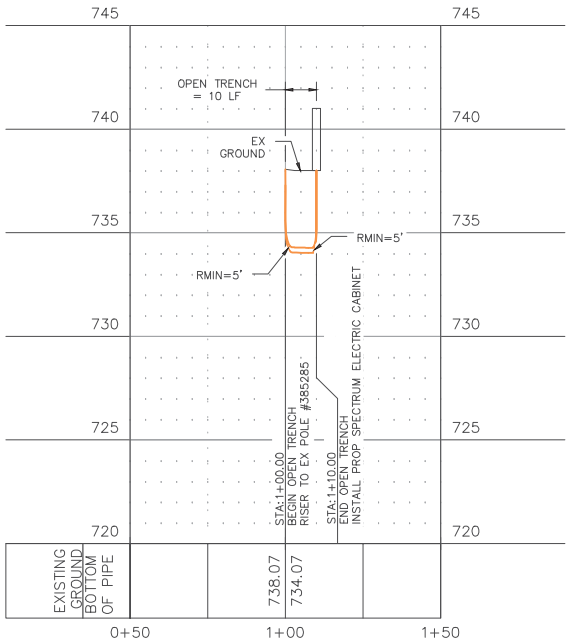

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HORIZONTAL SCALE : 1" = 40'
VERTICAL SCALE : 1" = 6'

LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
SPECTRUM OLT 1: PLAN AND PROFILE VIEW

DESIGN BY:	MB
DRAWN BY:	MB
CHECKED BY:	RS
APPROVED BY:	SC
PROJECT NO:	2605-23-C178
DATE:	12/12/2023

SCALE: HORIZONTAL:	1" = 40'
VERTICAL:	1" = 6'
SHEET:	1 OF 1
PAGE:	3

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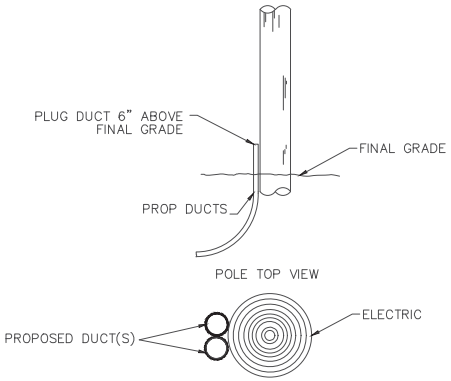

TYPICAL RISER DETAILS

N.T.S.

RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
TYPICAL DETAILS

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APPROVED BY:	SC	PAGE:	4
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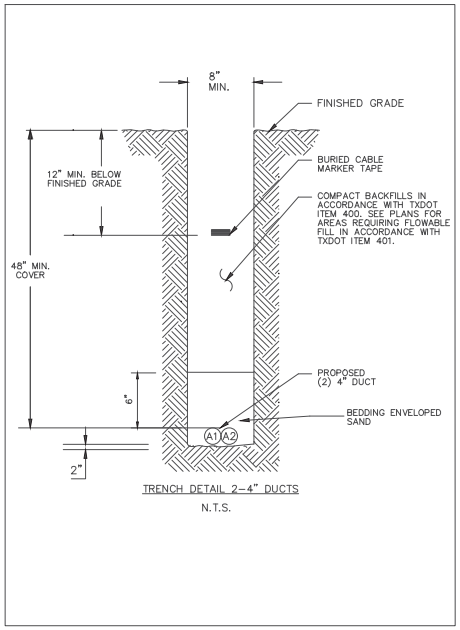

TRENCH DETAIL 2-4" DUCTS

N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	MB	SCALE:	
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APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	5
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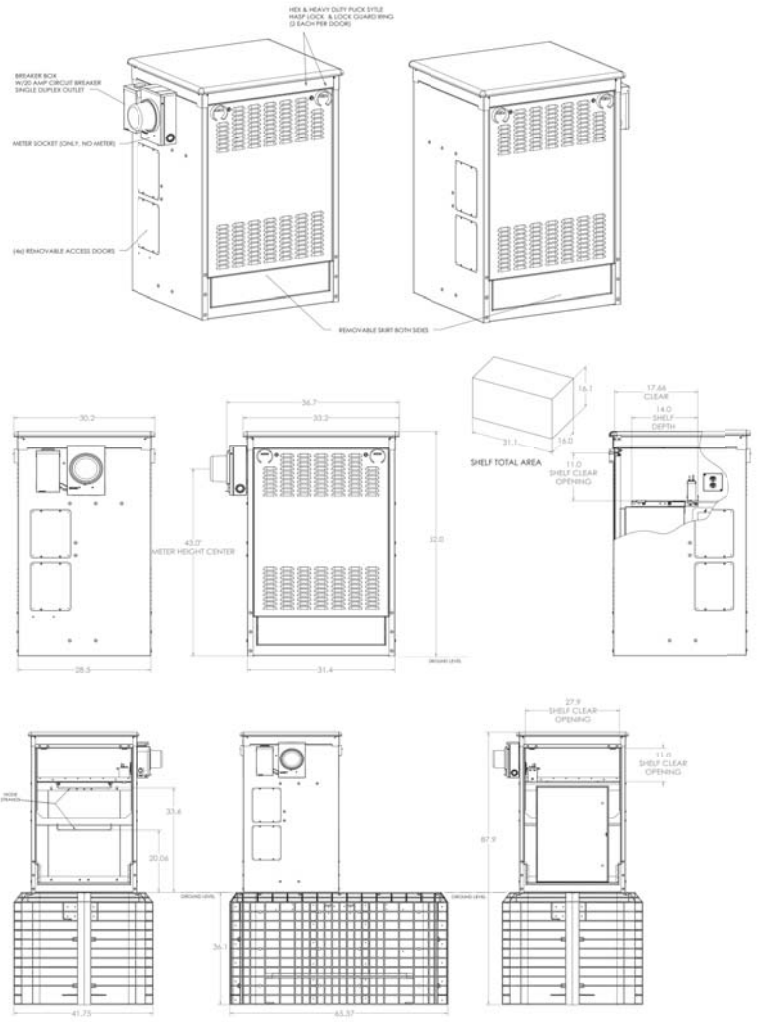
DIAGRAM/DIMENSIONS



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SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
PROPOSED SPECTRUM ELECTRIC CABINET DETAILS

DESIGN BY:	MB	SCALE:	
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PROJECT NO:	2605-23-C178	PAGE:	6
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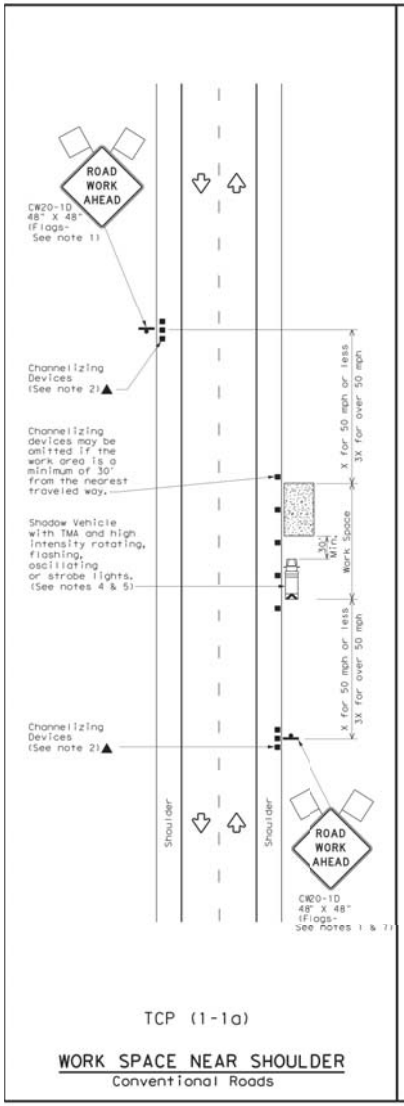
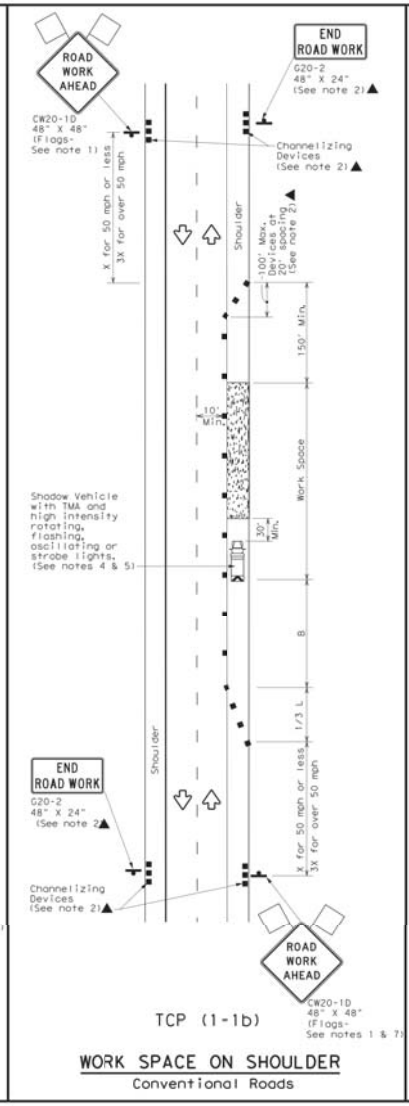


TCP (1-1a)

WORK SPACE NEAR SHOULDER

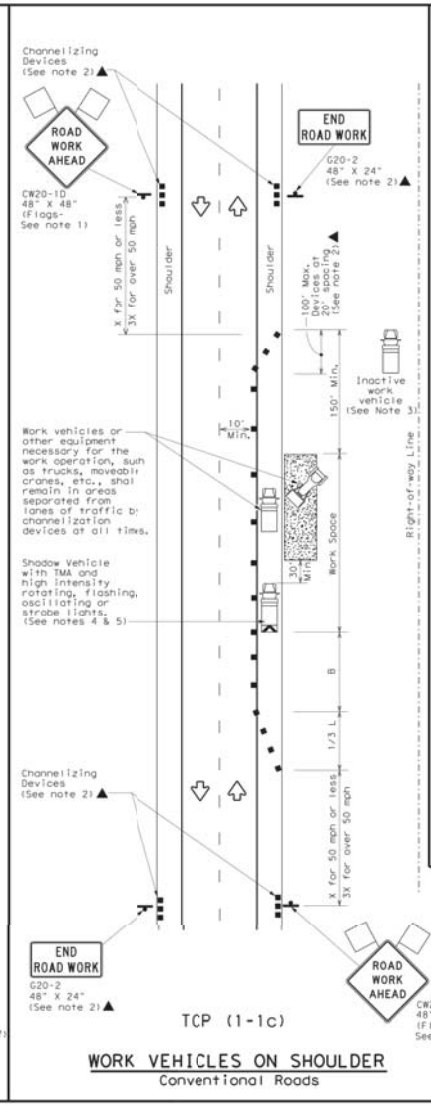
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	140'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

LJA Engineering, Inc. FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #1

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	7
DATE:	12/12/2023		

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SHEET INDEX:

1. PERMIT COVER
2. GENERAL NOTES
3. SPECTRUM OLT #3: PLAN & PROFILE VIEW
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRIC CABINET DETAILS
7. TRAFFIC CONTROL DETAILS

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
542 MORNINGWOOD DR
SAN MARCOS, TX 78666

OWNER:
BRYAN GALPIN
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
BRYAN.GALPIN@CHARTER.COM
512-962-2288

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

Stuart Cowell — 12/13/2023
ENGINEER OF RECORD — DATE

OLT #3
10 LF OF OPEN TRENCH

LOCATION MAP — N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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PRINTED: 12/13/2023 2:58 PM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2023\2605-23-C178 Blanco River Ranch (4658737)\CADD\UNDERGROUND DESIGN\OLT's\2605-23-C178 Blanco River Ranch 4658737 _OLT 3.dwg SAVED: 12/13/2023 2:56 PM SAVED BY: Mborrero
USER: Marhelo Borrero

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	MB	SCALE: HORIZONTAL:	N/A
DRAWN BY:	MB	VERTICAL:	N/A
CHECKED BY:	RS	SHEET:	1 OF 1
APPROVED BY:	SC	PAGE:	2
PROJECT NO:	2605-23-C178		
DATE:	12/13/2023		

12/13/2023
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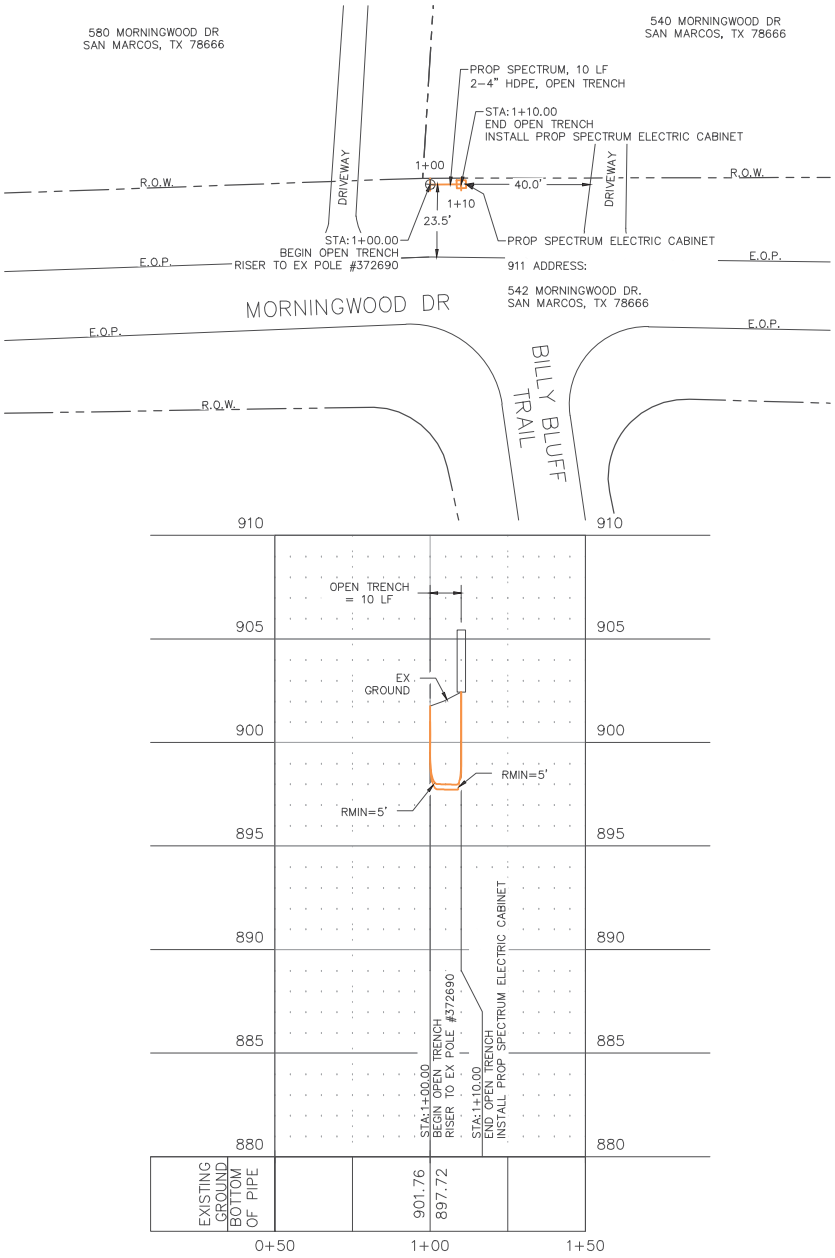

20 10 0 20 40

HORIZONTAL SCALE : 1" = 40'
VERTICAL SCALE : 1" = 6'

LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL AUSTIN WATER INFRASTRUCTURE.
3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
SPECTRUM OLT 3: PLAN AND PROFILE VIEW

DESIGN BY: MB	SCALE:
DRAWN BY: MB	HORIZONTAL: 1" = 40'
CHECKED BY: RS	VERTICAL: 1" = 6'
APPROVED BY: SC	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	
DATE: 12/13/2023	PAGE: 3

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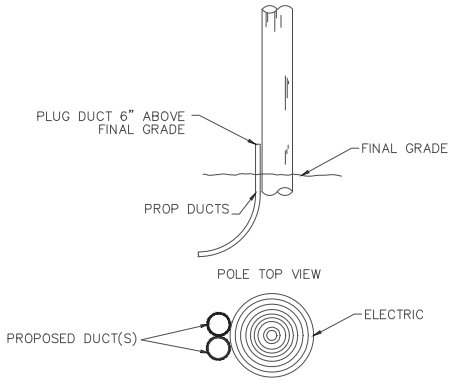

TYPICAL RISER DETAILS

N.T.S.

RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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LJA Engineering, Inc.
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
TYPICAL DETAILS

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PROJECT NO:	2605-23-C178	PAGE:	4
DATE:	12/13/2023		

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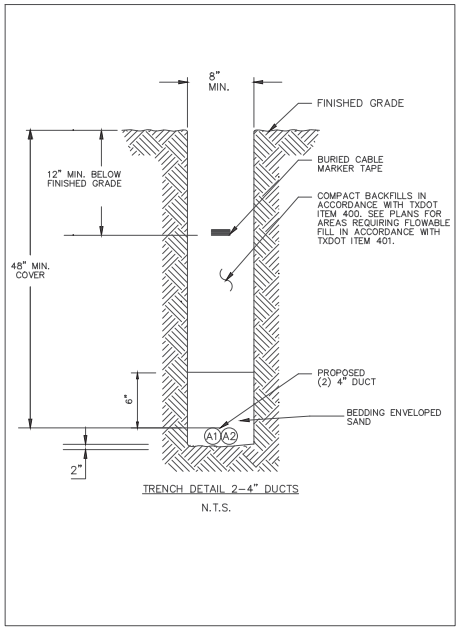

TRENCH DETAIL 2–4" DUCTS

N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	MB	SCALE: HORIZONTAL:	N/A
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APPROVED BY:	SC	PAGE:	5
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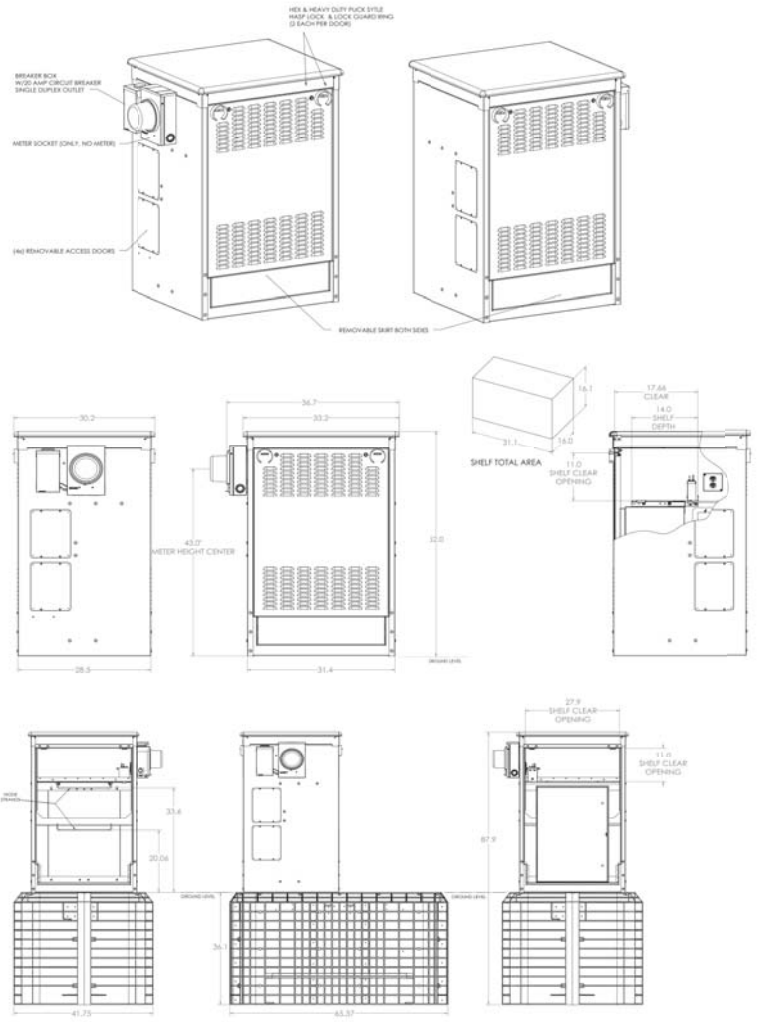
DIAGRAM/DIMENSIONS



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Spectrum

LJA Engineering, Inc. LJA
FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
PROPOSED SPECTRUM ELECTRIC CABINET DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	6
DATE:	12/13/2023		

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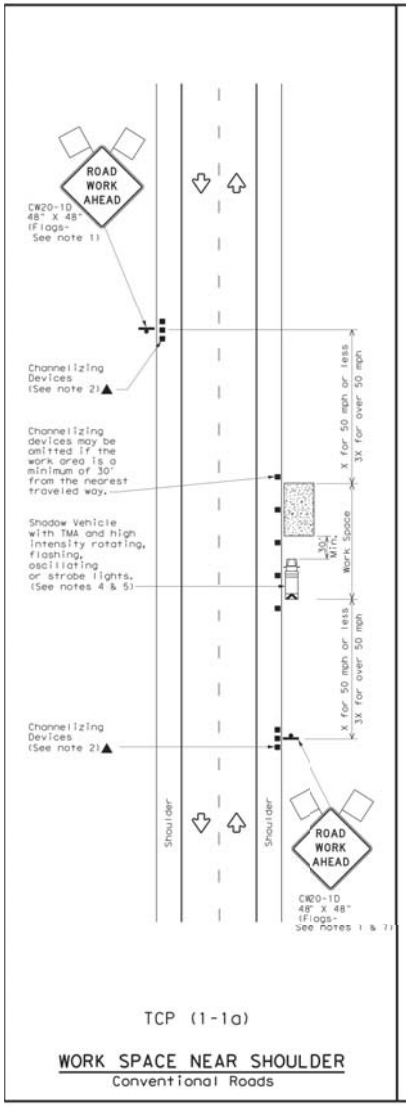
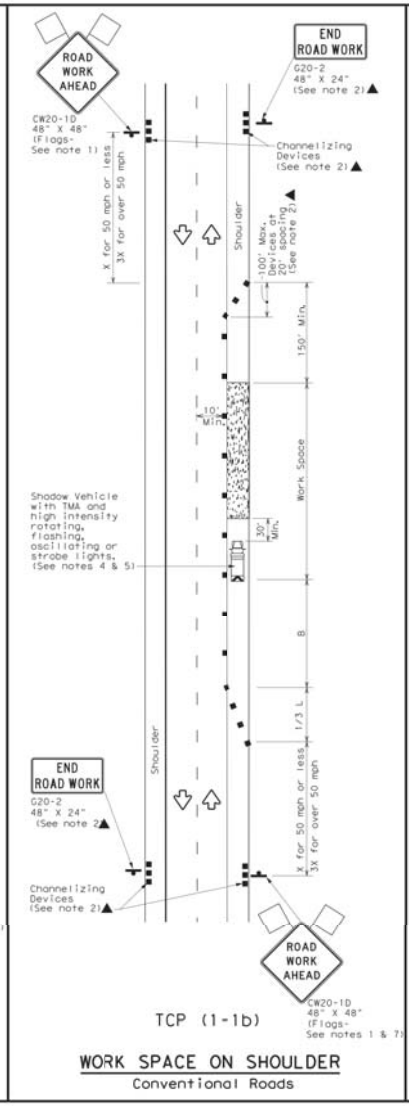


TCP (1-1a)

WORK SPACE NEAR SHOULDER

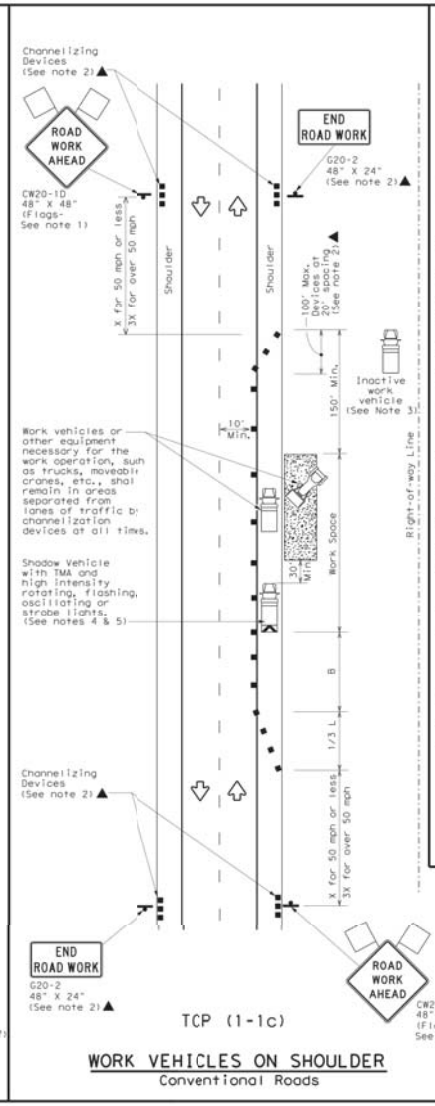
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	140'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

LJA Engineering, Inc. FRN - F-1386

SPECTRUM LLC
4658737
BLANCO RIVER RANCH – OLT #3

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY:	MB	SCALE:	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	7
DATE:	12/13/2023		

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Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 1/3/2024 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Serna Communications LLC
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna Garcia

Hays County Information:

Utility Permit Number: TRN-2023-7298-UTL
Type of Utility Service: 2-4" HDPE
Project Description:
Road Name(s): Morningwood 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 .

Roland Chandler 02/01/2024

Signature | Title | Date

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Tammy Crumley

Sponsor: Judge Becerra

Agenda Item:

Approve renewal of RFP 2023-P03 Countywide Plumbing with SI Mechanical, LLC. for one (1) additional year with no price increase, effective February 5, 2024. **BECERRA/T.CRUMLEY**

Summary:

RFP 2023-P03 Countywide Plumbing expires on February 4, 2024. SI Mechanical, LLC. would like to renew their contract for one (1) additional year. Countywide Operations, Juvenile Detention Center and the Jail utilize this contract for plumbing needs throughout the county.

Fiscal Impact:

Amount Requested: Per bid tab
Line Item Number: Jail, Juvenile Detention Center & Building Maintenance operating budgets

Budget Office:

Source of Funds: General Fund & Juvenile Detention Center Fund
Budget Amendment Required Y/N?: No
Comments: Funds for plumbing services are budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposal (RFP) 2023-P03 Countywide Plumbing

Auditor's Office

G/L Account Validated Y/N?: TBD when service performed
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) RFP 2023-P03 Renewal

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
512-393-2267 ● purchasing@co.hays.tx.us

January 29, 2024

SI Mechanical, LLC
PO Box 1589
Buda, TX 78610

RE: Annual contract renewal

The annual contract for RFP 2023-P03, Countywide Plumbing Services is scheduled to expire on February 4, 2024. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective February 4, 2024 – February 3, 2025, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Stephanie Hunt

Stephanie Hunt
Hays County Purchasing Agent

Riley Sullivan	SI Mechanical LLC
Signature	Company
Riley Sullivan	January 30, 2024
Printed Name	Date

Approved by the Hays County Commissioners Court on: _____

_____
Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports include the following Offices:

Constable Precinct 5 - July to September 2023
Fire Marshal - July to September 2023
Sheriff's Office Off-Duty Collections - January to September 2023

Attachments

Quarterly Internal Examination Reports

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@co.hays.tx.us
512-393-2283

January 17, 204

Honorable John Ellen
Hays County Constable Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Constable Ellen:

The Hays County Auditor's Office has examined the monthly reports of the Constable Precinct 5 Office for the months of July 2023 through September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Constable Precinct 5 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@co.hays.tx.us
512-393-2283

November 9, 2023

Mike Jones
Director of Emergency Services
810 S. Stagecoach Trail, Suite 1200
San Marcos, Texas 78666

Mr. Jones:

The Hays County Auditor's Office has examined the Fire Marshal's Office monthly reports for the months of July 2023 to September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Fire Marshal's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor

OFFICE OF THE COUNTY AUDITOR
Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@co.hays.tx.us
512-393-2283

January 25, 2024

Sheriff Gary Cutler
810 South Stagecoach Trail
San Marcos, Texas 78666

Sheriff Cutler:

The Hays County Auditor's Office has examined the Hays County Sheriff Off-Duty collections and monthly report submitted by the Hays County Sheriff's Office for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Sheriff's Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the Hays County Treasurer and the required monthly report was submitted in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from January 2023 through March 2023:

#1 Three Monthly Off-Duty Reports were submitted to the Hays County Auditor's Office untimely.
The Hays County Auditor's Office noted that three Hays County Sheriff Off-Duty reports were submitted untimely to the Hays County Auditor's Office, after the five-day timeframe per Texas Local Government Code §114.001.

Recommendation
The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

(b) A monthly report must be filed within five days after the last day of each month.

Management Response

The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §114.001 and implemented a new monthly off-duty report process.

#2 Three Monthly Off-Duty Reports submitted to the Hays County Auditor's Office were not accurate.

The Hays County Auditor's Office noted the following errors that caused the Monthly Off-Duty Reports to not be accurate:

- January 2023—receipt #389189, $15.00, for service that was provided on January 27, 2023 was not included in the report; receipt #389200 was reported as $45.00 but the receipt was for $30.00; and the wrong receipt number, #389165, was reported for a job, should have been #389155.
- February 2023—the wrong receipt number, #289205, was reported for a job, should have been #389217.
- March 2023—the wrong receipt number, #389243, was reported for a job, should have been #389244; and the description of receipt #389337 for $30.00, noted two jobs for $15.00 each but only one job at $15.00 was reported.

Recommendations

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Off-Duty Reports are accurate per Texas Local Government Code §115.002:

TLGC §115.002 EXAMINATION OF BOOKS AND REPORTS:

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

Management Response

The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §115.002 and has implemented a new process.

#3 Two Monthly Off-Duty Reports submitted to the Hays County Auditor's Office did not reconcile to the general ledger.

The Hays County Auditor's Office noted the following misstatements that caused the Monthly Off-Duty Reports to not reconcile to the deposits recorded in the general ledger in two (2) of three (3) months:

- January 2023 report had two (2) errors that had an offsetting net misstatement of $0.00. One receipt for $15.00 was not included in the report and another receipt was reported for $15.00 more than the actual receipt.
- March 2023 report had one (1) error that understated revenue reported by $15.00 due to a job not being included on the report.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Off-Duty Reports agree to the revenue deposited per Texas Local Government Code §114.043:

TLGC §114.043 PERIODIC REPORT TO COUNTY AUDITOR BY OFFICER WHO HAS CUSTODY OF MONEY IN COUNTY WITH POPULATION OF 190,000 OR MORE:

> *In a county with a population of 190,000 or more, the county auditor may require a district clerk, district attorney, county officer, or precinct officer to furnish monthly reports, annual reports, or other reports regarding any money, tax, or fee received, disbursed, or remaining on hand. In connection with those reports, the auditor may count the cash in the custody of the officer or verify the amount on deposit in the bank in which the officer has deposited the cash for safekeeping.*

Management Response
The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §114.043 and implemented a new process.

#4 Nine Off-duty vehicle usage receipts were deposited to the Treasurer's Office untimely.
The Hays County Auditor's Office noted that in two (2) of three (3) month examined, nine (9) cash receipts were deposited to the Treasurer's Office after the fifth business day of allotted time per Texas Local Government Code, §113.022.

Recommendation
The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Codes §113.022.

TLGC §113.022. TIME FOR MAKING DEPOSITS:

> *(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.*

Management Response
The Sheriff's Office accepts the Auditor's recommendation and have reviewed TLGC §113.022, and has implemented a new process with deposits.

If you have questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
lp

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@co.hays.tx.us
512-393-2283

January 25, 2024

Sheriff Gary Cutler
810 South Stagecoach Trail
San Marcos, Texas 78666

Sheriff Cutler:

The Hays County Auditor's Office has examined the Hays County Sheriff Off-Duty collections and monthly report submitted by the Hays County Sheriff's Office for the months April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Sheriff's Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the Hays County Treasurer and the required monthly report was submitted in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from April 2023 through June 2023:

#1 The April, May, and June 2023 Monthly Off-Duty Reports were submitted to the Hays County Auditor's Office untimely.
The Hays County Auditor's Office noted that the April 2023 Monthly Off-Duty Report was submitted June 26th, 2023; May 2023 was submitted August 17th, 2023; and June 2023 was submitted August 17th, 2023.

Recommendation
The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

(b) A monthly report must be filed within five days after the last day of each month.

Management Response

The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §114.001; new procedures are in place.

#2 The May and June 2023 Monthly Off-Duty Reports submitted to the Hays County Auditor's Office were not accurate.

The Hays County Auditor's Office noted the following errors that caused the Monthly Off-Duty Reports to not be accurate:

- May 2023—receipt #389455, $15.00, for service that was provided on May 28th, 2023, was not reported; receipt #389457, $30.00, for service that was provided on May 5th and 6th, 2023, was not reported; and receipt #389471, $15.00, for service that was provided on May 31st, 2023, was not reported. The three (3) errors caused the reported revenue to be understated by $60.00. All funds have been deposited and are accounted for.
- June 2023—the wrong receipt number was reported for three separate jobs and receipt #389716 for $80.00, for service that was provided on June 20th, 2023, was incorrectly reported as $85.00. The four (4) errors caused the reported revenue to be overstated by $5.00. All funds have been deposited and are accounted for.

Recommendations

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Off-Duty Reports are accurate per Texas Local Government Code §115.002:

TLGC §115.002 EXAMINATION OF BOOKS AND REPORTS

(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.

Management Response

The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §115.002; new procedures are in place.

#3 Twenty-five off-duty vehicle usage receipts were deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted that in April 2023, twenty-three (23) cash receipts were deposited untimely and in May 2023, two (2) cash receipts were deposited untimely after the fifth business day of allotted time per Texas Local Government Code, §113.022.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Codes §113.022.

TLGC §113.022. TIME FOR MAKING DEPOSITS:

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Management Response

The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §113.022; new procedures are in place.

If you have questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
lp

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
marisol.alonzo@co.hays.tx.us
512-393-2283

January 25, 2024

Sheriff Gary Cutler
810 South Stagecoach Trail
San Marcos, Texas 78666

Sheriff Cutler:

The Hays County Auditor's Office has examined the Hays County Sheriff Off-Duty collections and monthly report submitted by the Hays County Sheriff's Office for the months July 2023 through September 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Sheriff's Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the Hays County Treasurer and the required monthly report was submitted in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from July 2023 through September 2023:

#1 The July, August, and September 2023 Monthly Off-Duty Reports submitted to the Hays County Auditor's Office were not accurate.
The Hays County Auditor's Office noted the following errors that caused the Monthly Off-Duty Reports to not be accurate:

- July 2023—Receipt #389721 was reported as $640.00 but should have been reported for $320.00. Receipt #389736 for $320.00 was not reported but should have been included in the report. The receipt reported as #389740 should be #389734. Receipt #389769 for $80.00 was not reported but should have been reported. The three (3) errors caused the reported revenue to be understated by $80.00. All funds have been deposited and are accounted for.

- August 2023—Receipt #390023 reported as $200.00 but should have been reported for $165.00. This error caused the reported revenue to be overstated by $40.00. All funds have been deposited and are accounted for.
- September 2023—The receipt reported as #390008 should be #390009. The receipt reported as #389815 should be #389814.

Recommendations
The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Off-Duty Reports are accurate per Texas Local Government Code §115.002:

TLGC §115.002 EXAMINATION OF BOOKS AND REPORTS

> *(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.*

Management Response
The Sheriff's Office accepts the Auditor's recommendation and has reviewed TLGC §115.002, and has implemented new procedures.

If you have questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
lp

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2023 year-end process. **BECERRA/DORSETT**

Summary:

These budget amendments are line item transfers within various departments and special revenue funds. No additional funds are required.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: Various

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: Yes
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?:
Comments:

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Don Montague

Sponsor:

Agenda Item:

Authorize the Constable Pct. 3 Office to purchase one replacement Ricoh fi-8170 Scanner for the Justice Clerk and amend the budget accordingly. **SHELL/MONTAGUE**

Summary:

The current scanner for the Justice Clerk is not functioning and is no longer under warranty. This equipment is needed to digitize all civil process documents.

Fiscal Impact:

Amount Requested: $1,287.08
Line Item Number: 106-610-00.5712_400

Budget Office:

Source of Funds: Records Preservation Fund
Budget Amendment Required Y/N?: Yes
Comments: Recommended funding source Records Preservation.
$1,288 - Increase Computer Equipment_Operating 106-610-00.5712_400
($1,288) - Decrease Contract Services 106-610-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Department of Information Resources contract DIR-TSO-3763

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Scanner Quote

A quote for your consideration

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

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

Quote No.	**3000171617916.1**	Sales Rep	Jeanna Smith
Total	**$1,287.08**	Phone	(800) 456-3355, 6180303
Customer #	9657350	Email	Jeanna_Smith@Dell.com
Quoted On	Jan. 26, 2024	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Feb. 10, 2024		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Jeanna Smith

Shipping Group

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268
(512) 393-2844

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Ricoh fi fi-8170 - Document scanner - Dual CIS - Duplex - - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2	**$1,112.00**	**1**	**$1,112.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	**$175.08**	**1**	**$175.08**

Subtotal:	**$1,287.08**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$1,287.08**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,287.08**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268
(512) 393-2844

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Ricoh fi fi-8170 - Document scanner - Dual CIS - Duplex - - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2	**$1,112.00**	**1**	**$1,112.00**

Estimated delivery if purchased today:
Feb. 01, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Ricoh fi fi-8170 - Document scanner - Dual CIS - Duplex - - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2	AC120062	-	1	-

	Unit Price	Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	**$175.08**	**1**	**$175.08**

Estimated delivery if purchased today:
Feb. 14, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170	AC246349	-	1	-

Subtotal:	**$1,287.08**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,287.08**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

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

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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

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

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

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Marisol Villarreal-Alonzo, Auditor

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2023 Hays County Annual Financial Audit. **INGALSBE/VILLARREAL-ALONZO**

Summary:

ABIP, PC was awarded a one-year contract with four one-year renewal options for financial auditing services pursuant to RFQ 2022-Q05. ABIP, PC will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Funds are budgeted during the budget process for this service.

Fiscal Impact:

Amount Requested:
Line Item Number:

Budget Office:

Source of Funds:
Budget Amendment Required Y/N?:
Comments:

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Qualifications (RFQ) 2022-Q05 Auditing Services

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

FY 23 Engagement Letter

September 30, 2023

To the County Judge, Commissioners, and
Marisol Villarreal-Alonzo, County Auditor
Hays County, Texas
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

We are pleased to confirm our understanding of the services we are to provide for Hays County, Texas (the County) for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the County as of and for the year ended September 30, 2023 Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund
3) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – Other Major Special Revenue Funds
4) Schedule of Changes in the Net Pension Liability and Related Ratios – Texas County and District Retirement System
5) Schedule of Employer Contributions – Texas County and District Retirement System
6) Schedule of Funding Changes in Liability and Related Ratios – Other Postemployment Benefit Plan – Retired Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the County's Annual Comprehensive Financial Report. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal and state awards
2) Budget and actual statements for all budgeted funds
3) Combining and individual funds statements and schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to

detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have not identified any other significant risks of misstatement as of the date of this letter. If we identify any significant risks of misstatement, we will notify you at that time.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ABIP, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ABIP, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any oversight agencies or other grantor agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael Del Toro is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in January 2024 and to issue our reports no later than the March 2024 Commissioner's Court meeting.

Our fee for these services will be at our standard hourly rates. Our gross fee for the audit (which includes two major federal single audit programs and state single audit programs audited in conjunction with the major federal programs) will not exceed $53,670. If more than two federal programs are required to be audited an additional $7,000 minimum fee will be assessed for each additional program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

The above fee estimate is for the service of conducting a financial audit of the Hays County, Texas (see **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit** of the engagement letter) for the year ended September 30, 2023. The audit service does not include time and effort necessary to adjust or correct the County's financial accounting records in order to present and report in accordance with generally accepted accounting principles. This would include adoption of GASB 96, *Subscription-Based Information Technology Arrangements*. Any noted deviations or missing information we identify through our audit procedures will be brought to the County's attention for correction. If the County requires our assistance to perform services to correct the financial records the County will be billed for these non-audit services at our standard hourly rates, which are as follows:

Partner	$410/hour
Manager	$300/hour
Supervisor	$250/hour
Staff	$160/hour

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Judge and Commissioners of Hays County, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Hays County, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

ABIP, PC

ABIP, PC

San Antonio, Texas

RESPONSE: This letter correctly sets forth the understanding of Hays County, Texas.

_____ _____

Signature Title

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Tammy Crumley

Sponsor: Commissioner Shell

Agenda Item

Approve specifications for RFQ 2024-Q01 Grant Writing and Management Services and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**

Summary

Hays County (County) is issuing this request for qualifications (RFQ) to develop a pool of Grant Writing and Management firms to assist in the application preparation and overall grant management required by the County for implementation of capital improvement project(s) for FEMA Hazard Mitigation Grant Programs, Texas General Land Office Community Development Block Grant Programs, Texas Water Development Board Grant Programs, Texas Parks and Wildlife Department Grant Programs, The infrastructure Investment Jobs Act (IIJA), Railroad Crossing Elimination Grant Program, Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, RAISE Discretionary Grants, and other state and federal grant programs.

Attachments

RFQ 2024-Q01

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: RFQ 2024-Q01 Grant Writing and Management Services	**Date Issued: February 8, 2024**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time February 29, 2024.

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFQ must be received in writing no later than 5:00 on February 15, 2024.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Statement of Qualifications (SOQ)

____ 3. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Federal Affirmations and Solicitation Acceptance

____ 9. Related Party Disclosure Form

____ 10. System for Award Management (www.SAM.gov) Entity Registration Page

____ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

____ 1. Electronic Submission of SOQ through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

OR

____ 2. One (1) original SOQ and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Request for Qualifications (RFQ)
2.	**Solicitation Number:**	RFQ 2024-Q01 Grant Writing and Management Services
3.	**Issuing Office:**	Hays County Purchasing Office 712 S. Stagecoach Trial, Suite 1012 San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed SOQs marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: SOQs can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **February 29, 2024, 11:00 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	April 2024 Pool Approval Contract with work authorizations as needed and with approval by Commissioners Court
7.	**Optional Contract Terms:**	Annual opening and Company Profile review
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than February 15, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10.	**Addenda**	Any interpretations, corrections or changes to this RFQ and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff: Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

February 8, 2024	Issuance of RFQ
February 15, 2024	Deadline for Submission of Questions (5:00 PM CT)
February 29, 2024	Deadline for Submission of Proposals (11:00 AM CT) **Late proposals will not be accepted.**
April 2024	Anticipated Pool award date

III. Specifications

A. Introduction

Hays County (County) is issuing this request for qualifications (RFQ) to develop a pool of Grant Writing and Management firms to assist in the application preparation and overall grant management required by the County for implementation of capital improvement project(s) for FEMA Hazard Mitigation Grant Programs, Texas General Land Office Community Development Block Grant Programs, Texas Water Development Board Grant Programs, Texas Parks and Wildlife Department Grant Programs, The infrastructure Investment Jobs Act (IIJA), Railroad Crossing Elimination Grant Program, Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, RAISE Discretionary Grants, and other state and federal grant programs.

As individual projects are developed requiring grant writing and management services, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified firms. The chosen firm will then negotiate a professional services agreement with Hays County to perform the required duties, which must be accepted and approved via Commissioners Court.

Be advised, the creation of a final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

B. Scope of Work

The Grant Management Consultants or firms to be pre-qualified shall be able to provide contract-related management services to the County covering the entire lifespan of a grant, from identifying funding opportunities to grant closure, including, but not limited to, the following areas:

Grant writing and application preparation: This area consists of leading the comprehensive grant application process. Associated activities include risk assessment, cost estimation, and preparation of the final grant application packages. Also includes coordination with the technical, legal, and financial teams to develop responses for grant applications.

Financial Analysis and Support:

- Financial Management;
- Record-Keeping requirements;
- Antiquities and Environmental Clearance procedures;
- Real property acquisition procedures under Uniform Act;
- Equal employment opportunity requirements;
- Compliance management with all state and federal regulations; and
- Contract close-out assistance.

The respondent shall be prepared to describe actual tasks performed under each of these general categories of work. All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. Services may be short duration and face paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete work within time limits established by the County.

C. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- Contractor shall have at least five (5) years' experience in grant writing and management services to other government entities of the same size.
- The team must include one individual, as Task Leader, with a minimum of three years of experience in the development of grant applications for transportation projects, including assessment of viability, overseeing cost-benefit analyses, and coordinating with writers and editors performing completion of a grant application package. Past experience in managing federal and state funded local construction projects and public programs.
- Possess the resources and personnel necessary to provide an efficient and successful solution.
- Be familiar with the local conditions and requirements under which these services must be provided.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company for municipalities of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Statement of Qualifications (SOQs) Requirements

SOQs shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

SOQs shall not exceed twenty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFQ Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFQ Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
  - Identify whether or not your firm has had any contracts terminated due to non-performance within the last five (5) years.
  - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
  - Provide resumes of all employees who may be assigned to provide services if your company is selected.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
  - Describe the capacity to perform the Scope of Work activities.
  - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
  - Provide information on how the firm will regularly communicate and keep the County updated.
  - Clearly define the County's participation and responsibilities
  - Provide supplemental information or materials that would be beneficial to the decision process.

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

E. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1.	**Experience of the Company**	**45 points**
2.	**Capacity to Perform**	**45 points**
3.	**Disciplinary History**	**10 points**

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

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

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

F. Submittal Requirements

The Company must deliver their statement of qualifications (SOQs) to the Hays County Purchasing Office by one of the following methods by the specified deadline:

Mailed or Dropped off SOQs:

- One (1) original SOQ with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full SOQ with all required forms on a thumb drive

Electronic SOQs:

- Upload SOQ with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original SOQ with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic SOQ (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of SOQ due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF SOQ: A SOQ may be withdrawn at any time prior to the official opening. After the official opening, SOQs may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All SOQs must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the SOQ.

REPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. **Limitations**

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

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQs should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQs.

Underwriter or Individual's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each underwriter and/or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQs. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQs.
b. SUBMITTER REVIEW OF RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses.

Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

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

1. waive any defect, irregularity, or informality in any submission or RFQ procedure;
2. extend the RFQ closing time and date;
3. reissue this RFQ in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
9. extend any contract when most advantageous to the County, as set forth in this RFQ.
10. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;

11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

H. Pre-Qualified Acceptance into Pool

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).

2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by an underwriter or individual is an indication of the ability of the underwriter or individual to perform the requested services.

3. AWARD IS ACCEPTANCE. The selection of an underwriter or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected underwriter.

4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.

5. AGREEMENT; EXCEPTIONS.
   a. Submission of an SOQ is a representation by a submitter that the submitting underwriter or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
   b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected underwriter or individual unless and until the County agrees to accept such exceptions.
   c. The selected underwriter must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected underwriter or individual.
   d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.

6. CONFIDENTIALITY OF DOCUMENTS.
   a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
   b. On each page where confidential information appears, the Underwriter or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Underwriter or Individual.
   c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7. MISCELLANEOUS.
   a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the underwriter.

b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from underwriter or individuals, or to allow corrections of errors or omissions.
c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.

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

I. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

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

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

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

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

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

712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

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

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

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

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

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

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

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

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

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

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

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

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

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

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

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00

Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____
Signature of Company Representative Date

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

NOTARY SEAL

_____
Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

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

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

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

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

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Tammy Crumley

Sponsor: Commissioner Shell

Agenda Item

Approve specifications of IFB 2024-B06 Sentinel Peak - Asbestos Abatement & Building Demolition and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**

Summary

Hays County (County) is seeking bids from qualified, licensed, and experienced General Abatement Contractors to provide all labor, materials, and equipment necessary for the permitting, abatement, demolition, removal and environmentally appropriate disposal of all structures and debris located at Sentinel Peak.

Attachments

IFB 2024-B06

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: IFB 2024-B06 Sentinel Peak – Asbestos Abatement and Building Demolition	**Date Issued: February 8, 2024**

SOLICITATION

Vendors must submit bids as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

10:00 a.m. local time February 29, 2024.

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 February 22, 2024.	Phone No.: (512) 393-2278

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: IFB 2024-B06 Bid Form
Attachment B: Asbestos Survey Report
Attachment B-1: Asbestos Abatement Specifications
Attachment C: Demolition Specifications
Attachment D: Final Arch & Structure Assessment Report

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Attachment A: IFB 2024-B06 Bid Form

____ 3. Vendor Reference Form

____ 4. Bid Bond 5%

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Federal Affirmations and Solicitation Acceptance

____ 9. Related Party Disclosure Form

____ 10. System for Award Management (www.SAM.gov) Entity Registration Page

____ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2024-B06 Sentinel Peak – Asbestos Abatement and Building Demolition
3. Issuing Office:	Hays County Purchasing Office 712 S. Stagecoach Trial, Suite 1012 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Pre-Bid Meeting	Recommended: February 15, 2024 @ 10:00 AM (CST) Hays County Purchasing Office 712 S. Stagecoach Trail, Ste. 1012, San Marcos, TX
6. Deadline for Responses:	In issuing office no later than: **February 29, 2024; 10:00 a.m. Central Time (CT)**
7. Initial Contract Term:	Ninety (90) Calendar Days, until project completion
8. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
9. Bonding Requirements	Bid Bond: 5% of total bid amount due at bid submittal. Performance and Payment Bonds: 100% of Contract Price within 10 days of award
10. Retainage	The owner will withhold 5% retainage of the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.
11. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than February 22, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this

IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

14. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

February 8, 2024	Issuance of IFB
February 15, 2024	Pre-Bid Meeting (10:00 AMCT)
February 15, 2024	Deadline for Submission of Questions (5:00 PM CT)
February 29, 2024	Deadline for Submission of Proposals (10:00 AM CT) **Late proposals will not be accepted.**
March 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking bids from qualified, licensed, and experienced General Abatement Contractors to provide all labor, materials, and equipment necessary for the permitting, abatement, demolition, removal and environmentally appropriate disposal of all structures and debris located at Sentinel Peak.

B. Scope of Work

The scope includes the site located at 5800 Farm to Market Road 32, Fischer, TX 78623, with 9 buildings that require asbestos abatement and 3 buildings that require demolition along with various concrete pad and retaining walls.

Contractor Responsibility:

- The contractor shall provide all equipment, labor, trucks, and materials necessary to perform the work.
- The contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.
- Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.
- Contractor is responsible for the legal disposal and cost of debris removal.
- The contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as to not create any undue interruptions of the normal operation of the area.
- Contractor shall perform all removal and disposal of asbestos containing materials and non-asbestos containing materials per the Asbestos Survey Report found in Attachment B and the specifications found in Attachment B-1.
- Contractor shall perform all building demolition, removal and disposal per the specifications found in Attachment C.

C. Pricing

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: IFB 2024-B06 Bid Form. The bid should be a lump sum bid and shall be inclusive of all charges and services requested in Attachments B, B - 1 and C (staff time, labor, disposal, truck charges, permits, reports, testing, environmental charges, traffic control, etc.).

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

D. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

- Provide a full-time on-site General Superintendent (Asbestos Abatement Supervisor) who is experienced in administration and supervision of asbestos abatement projects including work practices, respiratory and protective measures for personnel, disposal procedures, control of access to the job site, security, etc., and limited to the actual time of the abatement activities.

- This person is the Competent Person as required by OSHA in 29 CFR 1926 for the **CONTRACTOR** and is the **CONTRACTOR's** representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
- This person must have completed a course at an EPA Training Center or equivalent certificate course in supervision of asbestos abatement projects and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person.
- This person will be accredited to conduct abatement response actions in accordance with 40 CFR Part 763.
- The General Superintendent shall be licensed in accordance with state law.
- During any period of actual abatement of asbestos, the Asbestos Abatement Supervisor shall be stationed within the containment area at least twenty-five percent (25%) of each day of abatement activity in a containment for the purpose of supervising the progress of the abatement work.

REFERENCES: Hays County requires respondent to supply with the bid, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

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

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

E. Submittal Requirements

The Company must deliver their bid to the Hays County Purchasing Office by one of the following methods by the specified deadline:

Mailed or Dropped off Bids:

- One (1) original bid with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full bid with all required forms on a thumb drive

Electronic Bids:

- Upload bid with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original bid with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Bid (through BidNet Direct)

MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of bid due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

REPONDENT'S ACCEPTANCE: by submitting a response to this IFB, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Invitation for Bid and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

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

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

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be

considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

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

G. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

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

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

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

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

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

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

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

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

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

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

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

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

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

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

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

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

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

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

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

Automobile Liability:

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

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____
Signature of Company Representative Date

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

NOTARY SEAL

_____
Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593

(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

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

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

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

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

XVI. Standard Contract

STANDARD FORM OF CONTRACT
Hays County, Texas

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and (hereinafter called Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project is generally described as follows:

Project No. **IFB 2024-B06 – Sentinel Peak – Asbestos Abatement and Building Demolition**
(Project Name)

Article 2. Engineer of Record

The Project has been designed by **HALFF Associates, Inc.** who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **Ninety (90) Calendar Days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completions of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below (the "Contract Price")

4.1 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the estimated quantity if that item as indicated in the Bid Form Schedule of Rates and Prices. And as totaled below:

TOTAL OF ALL UNIT PRICES: (written out)
_____

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness if information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorizes to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which

Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents", which comprise the entire agreement between Hays County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addendum numbers _____to _____, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.

7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract 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 or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction ae not applicable and there will be no presumption that any ambiguities will be resolves against the drafting party in the interpretation of this Contract.

7.9 Each party to the Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one

party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the Extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed, or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and Contract Documents represent the entire and integrates agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIES, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract)

COUNTY_____ CONTRACTOR_____

By:_____ By:_____

Printed Name: Rueben Becerra,_____ Printed Name: _____

Title: Hays County Judge_____ Title: _____

(CORPORATE SEAL)

Attest:_____ Attest: _____

Dr. Elaine H. Cardenas, County Clerk

XVII. Performance Bond

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of_____, and State of_____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the

_____day of_____, 20_____(the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said

Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this __day of_____, 20____.

PRINCIPAL	SURETY
SIGNATURE	SIGNATURE
NAME & TITLE	NAME & TITLE
ADDRESS	ADDRESS
(_____)_____	(_____)_____
PHONE NUMBER	PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

PHONE NUMBER SIGNATURE OF LICENSED LOCAL

RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

****

I,_____, having executed
Bonds SIGNATURE

for_____do hereby affirm I
have NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

XVIII. PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of_____, and State of_____,
as
Principal (hereinafter referred to as the
"Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the_____day of_____, 20_____,

To _____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond

shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of_____, 20____.

PRINCIPAL	SURETY
SIGNATURE	SIGNATURE
NAME & TITLE	NAME & TITLE
ADDRESS	ADDRESS
( ) PHONE NUMBER	( ) PHONE NUMBER

The name and address of the Resident Agency of Surety is:

( ) PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

XIX. Certificate of Insurance

THIS IS TO CERTIFY THAT _____

(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY	
Workmen's Compensation					
Public Liability				1 Person 1 Accident	$ $
Contingent Liability				1 Person 1 Accident	$ $
Property Damage					
Builder's Risk					
Automobile					
Other					

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____

(Name of Insurer)

By: _____

Title: _____

Phone No. (_____) _____

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Jerry H. Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and HDR Engineering for a signal warrant study at the eastern intersection of Yarrington Road and FM 110. **INGALSBE/BORCHERDING**

Summary:

HDR was chosen to perform this work on January 30 pursuant to RFQ 2021-Q01 Professional Engineering Services. The scope and fee has been reviewed by staff and is approved. Several wrecks have occurred at this intersection, prompting Hays County and TXDOT to pursue a warrant study.

Fiscal Impact:

Amount Requested: $13,800
Line Item Number: 020-710-00.5448_008

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Qualifications (RFQ) 2021-Q01 Professional Engineering Services

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Consultant Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Yarrington Warrant Study PSA

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **HDR ENGINEERING, INC.** (hereinafter "Contractor"), whose primary place of business is located at 4401 West Gate Blvd., Suite 400, Austin, Texas, 78745, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 6th day of February 2024. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Contractor will perform a traffic signal warrant and multi-way stop analysis for the following intersection in Hays County, Texas:

- FM 110 and Yarrington Road (FM 159)

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcherding and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit "A"*, and any subsections of *Exhibit "A"*, if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibits "A"* and/or *"B"*), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in *Exhibit "B"*, attached hereto.

4. TERM AND DURATION OF CONTRACT

The parties agree that the Work shall be completed within three (3) months after commencement date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on a lump sum basis, the terms of which are cited in Contractor's fee schedule, which is attached hereto and included in *Exhibit "A"*. Despite any reference to Contractor's fee schedule, which shall be used to calculate monthly invoices amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **Thirteen thousand eight hundred dollars and zero cents ($13,800.00)** for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666.
judge.becerra@co.hays.tx.us

With Copy to:
Hays County Criminal District Attorney's Office
Hays County Courthouse
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
jordan.powell@co.hays.tx.us

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance

coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

With Copy to:
Hays County Criminal District Attorney's Office, Hays County Courthouse
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
jordan.powell@co.hays.tx.us

With Copy to:
Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE
Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns,

heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	HDR Engineering, Inc.
By: Ruben Becerra	By: Justin Word
Hays County Judge	Vice President

EXHIBIT A

Engineer's Scope of Services

The ENGINEER shall perform a traffic signal warrant and multi-way stop analysis study for the following intersection in Hays County, Texas:

- FM 110 and Yarrington Road (FM 159)

The warrant study shall comply with the requirements and recommendations in the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The following tasks will be conducted to complete the study. *Additional tasks not listed below will be completed under a supplemental if required by the County.*

I. Establish Scope of Work

- Coordinate with County and TxDOT to obtain necessary information, confirm Scope of Work, establish project schedule, and provide updates on project progress. One (1) virtual scoping meetings is assumed for budget purposes.
- Prepare and submit monthly invoices (3 months assumed).

II. Preparation of Traffic Signal and Multi-Way Stop Analysis Study

This task is performed to evaluate the traffic conditions of the study intersection when the school is in session.

A. Data Collection.

- Collect 24-hour intersection turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) at the study intersection. Counts will be recorded at 15-minute and hourly intervals and will include pedestrian and bicycle volumes.
- Collect crash data history for the study area.
- Conduct a field review of the study intersection to note geometrics, lane use, traffic controls, and operational characteristics during peak period traffic. Photos will be obtained documenting each intersection approach.
- Coordinate with County and TxDOT to determine historic intersection configuration, documenting dates of traffic control and geometric modifications.

B. Analysis.

- Review and update the existing condition diagram for the study intersection, documenting information collected and verified during field review.
- Perform traffic signal warrant analyses based on the warrant requirements listed in Part 4 of the TMUTCD. Warrants which cannot be evaluated based on inapplicability or lack of sufficient data will be omitted.
- Perform multi-way stop analyses based on the recommendations listed in Part 2 of the TMUTCD. Data collected for the traffic signal warrant analyses will be utilized for multi-way stop analysis.

- Complete TxDOT's "Traffic Survey - Count Analysis" form for the study intersection for inclusion in the report.

C. Report.
- Prepare a draft report summarizing the warrant study for submission to County and TxDOT.
- Meet with County and TxDOT to discuss review comments, if necessary. One (1) virtual comment review meetings is assumed for budget purposes.
- Prepare a final report, incorporating review comments for submittal to County and TxDOT.

EXHIBIT A

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT B

Not Applicable

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 02/06/2024
Requested By: Jerry Borcherding, P.E., Transportation Director
Sponsor: Commissioner Cohen
Co-Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to authorize the execution of Change Order No. 8 in the amount of $287,236.57 to the construction contract with Jordan Foster Construction, LLC for the Dacy Lane (IFB2021-B02) project as part of the Hays County Road Bond Program in Precinct 1 and 2. **INGALSBE/COHEN/BORCHERDING**

Summary:
Change Order No. 8 will adjust the unit prices for the remaining work associated with the asphalt related items including, prime coat, hot mix asphalt pavement and asphalt driveways. This change order includes an increase in cost for liquid asphalt, labor, and trucking associated with the asphalt related items. The contractor provided documentation to support the increase in cost and the adjusted unit prices are reasonable when compared to current average bid prices. This Change Order results in a net increase of $287,236.57 to the contract amount, for an adjusted total contract amount of $20,935,248.97. As a result of this and all Change Orders to date, $1,889,571.97 has been added to the Contract, resulting in a 9.92% net increase in the contract cost.

Fiscal Impact:
Amount Requested: $287,236.57
Line Item Number: 035-801-96-634.5611_700

Budget Office:
Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:
Purchasing Guidelines Followed Y/N?: Yes
Comments: Invitation for Bid (IFB) 2021-B02 Dacy Lane Road Improvements

Auditor's Office
G/L Account Validated Y/N?:Yes, Construction Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments
IFB2021(B02)-DacyLane-JordanFoster-CO#08

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HAYS COUNTY, TEXAS
CHANGE ORDER NUMBER: 8

1. CONTRACTOR: **Jordan Foster Construction, LLC**

2. Change Order Work Limits: Sta. **80+95.07** to Sta. **250+41.09**

3. Type of Change(on federal-aid non-exempt projects): **Major** (Major/Minor)

4. Reasons: **6C, 5E** (3 Max. - In order of importance - Primary first)

Project:	***Dacy Lane***
Roadway:	***Dacy Lane***
Hays Co. Number:	***IFB-2021-B02***

5. Describe the work being revised:

6C. Untimely ROW/Utilities, Utilities not clear. 5E. Contractor Convenience, Other (Request for Additional Compensation). This change order adjusts the unit prices for the remaining quantity of work associated with the asphalt related items including, prime coat, Hotmix Type B and Type C and asphalt driveways. Additional work added to the contract as well as working around conflicts with existing utilities encountered on the project has caused the completion of the project to extend beyond the original completion date.

6. Work to be performed in accordance with Items: **310, 341,530**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

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, does not agree 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.

Jordan Foster Construction, LLC
THE CONTRACTOR Date 01-26-2024

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO:

Amount added by this change order: **$287,236.57**

RECOMMENDED FOR EXECUTION:

John R. Jones, P.E. 1/26/2024
Construction Engineering Inspector Date

DocuSigned by:
Jerry Borcherding 1/29/2024
1FC60126FF514J2...
Transportation Director Date

DocuSigned by:
Victor Vargas 1/29/2024
13A3CD904E0E48C...
Program Manager Date

CHECKED BY: ARIK LIANE
1/29/2024
2/8-634-035

☐ County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
☐ County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
☐ County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

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HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: ***8*** ***Project #*** ***Dacy Lane***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
310-6001	PRIME COAT (MULTI OPTION)	GAL	$3.61	19,145.00	$69,113.45	(7,693.00)	11,452.00	$41,341.72	($27,771.73)
310-6001A	PRIME COAT (MULTI OPTION)	GAL	$4.28	-	$0.00	7,693.00	7,693.00	$32,926.04	$32,926.04
341-6008	D-GR HMA TY-B PG64-22	TON	$62.00	20,949.00	$1,298,838.00	(4,995.00)	15,954.00	$989,148.00	($309,690.00)
341-6008A	D-GR HMA TY-B PG64-22	TON	$84.72	0.00	$0.00	4,995.00	4,995.00	$423,176.40	$423,176.40
341-6028	D-GR HMA TY-C PG70-22	TON	$73.00	10,423.00	$760,879.00	(4,703.43)	5,719.57	$417,528.61	($343,350.39)
341-6028A	D-GR HMA TY-C PG70-22	TON	$100.27	0.00	$0.00	4,703.43	4,703.43	$471,612.93	$471,612.93
530-6005	DRIVEWAYS (ACP)	SY	$34.00	6,224.00	$211,616.00	(2,252.00)	3,972.00	$135,048.00	($76,568.00)
530-6005A	DRIVEWAYS (ACP)	SY	$51.91	0.00	$0.00	2,252.00	2,252.00	$116,901.32	$116,901.32
TOTALS					$2,340,446.45			$2,627,683.02	$287,236.57

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Dacy Lane Road Improvements
Hays County Project Number: IFB-2021-B02
Change Order #8

Reason for Change

This change order adjusts the unit prices for the remaining quantity of work associated with the asphalt related items including, prime coat, Hotmix Type B and Type C and asphalt driveways. Additional work added to the contract as well as working around conflicts with existing utilities encountered on the project has caused the completion of the project to extend beyond the original completion date.

The following is a more detailed description of the changes to each bid item:

Item 310-6001 Prime Coat (Multi Option), Item 341-6008 D-GR HMA TY-B PG64-22, Item 341 D-GR HMA TY-C PG70-22 and Item 530-6005 Driveway (ACP) are reduced to the quantities placed in the field prior to the original completion date of the project. The original contract time ran out in August 2023.

The contractor provided documentation to support the increase in cost for liquid asphalt, labor and trucking associated with the asphalt related items. The adjusted unit prices are reasonable when compared to current average bid prices. The adjusted unit prices will be utilized for material placed after September 1, 2023. The final pay quantities will be measured in place or as delivered and confirmed by delivery tickets.

The following is a summary of the items added to the contract at an adjusted unit price for the remaining quantity of work on the contract:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY
310-6001A	PRIME COAT (MULTI OPTION)	GAL	$4.28	7693
341-6008A	D-GR HMA TY-B PG64-22	TON	$84.72	4995
341-6028A	D-GR HMA TY-D PG70-22	TON	$100.27	4703.43
350-6005A	DRIVEWAYS (ACP)	SY	$51.91	2252

This Change Order results in a net increase of $287,236.57 to the Contract amount, for an adjusted total Contract amount of $20,935,248.97. The original Contract amount was $19,045,677.00. As a result of this and all Change Orders to date, $1,889,571.97 has been added to the Contract, resulting in a 9.92% net increase in the Contract Cost.

John Jasek, P.E.

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Jennifer Doinoff, Elections Administrator

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to adopt Early Voting dates and locations and Election Day locations for the Primary Election on March 5, 2024. **INGALSBE/DOINOFF**

Summary:

Pursuant to TAC 81.132 and TEC 173.003, the county shall pay all the expenses incurred in connection with early voting in a primary election. Per TEC Sec 85.002, the commissioner's court shall adopt the early voting location and schedule as determined by statute. We have 13 Early Voting locations and 42 Election Day locations. SEE BACK-UP for a detailed list. Attached are also the Election Day locations that are approved by both parties.
$1,500 for location at Sunfield Station.

Fiscal Impact:

Amount Requested: $1,500.00
Line Item Number: 002-655-00.5446

Budget Office:

Source of Funds: Election Contract Fee Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Election Expense
New Revenue Y/N?: N/A
Comments:

Attachments

March Primary Voting Locations

March 5, 2024 Joint Primary Election Vote Center Locations

Main Early Voting Site: **Hays County Elections Office**

Jennifer Doinoff, Elections Administrator: (512) 393-7310

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb.	18	19 **Presidents' Day Holiday**	20 **Early Voting** 8 am – 6 pm	21 **Early Voting** 8 am – 6 pm	22 **Early Voting** 8 am – 6 pm	23 **Early Voting** 8 am – 6 pm	24 **Early Voting** 7 am – 7 pm
Mar.	25 **Early Voting** 12 pm – 6 pm	26 **Early Voting** 7 am – 7 pm	27 **Early Voting** 7 am – 7 pm	28 **Early Voting** 7 am – 7 pm	29 **Early Voting** 7 am – 7 pm	March 1 **Early Voting** 7 am – 7 pm	2
	3	4	★ 5 **Election Day** 7 am – 7 pm	6	7	8	9

San Marcos

Early Voting	Election Day		
✓	✓	Broadway (Christus Trinity Clinic)	401 Broadway Street #A
	✓	Brookdale San Marcos North	1720 Old Ranch Road 12
	✓	Calvary Baptist Church	1906 North Interstate 35 Frontage Road
	✓	Centro Cultural Hispano de San Marcos	211 Lee Street
	✓	Dunbar Center	801 West Martin Luther King Drive
	✓	First Baptist Church San Marcos	325 West McCarty Lane
✓	✓	Hays County Elections Office **Main Early Voting Site**	120 Stagecoach Trail
	✓	La Cima Amenity Center	301 A Central Park Loop
✓	✓	LBJ Student Center, Texas State University	301 Student Center Drive
	✓	Promiseland Church	1650 Lime Kiln Road
	✓	San Marcos Fire Department Station #5	100 Carlson Circle
	✓	San Marcos Housing Authority / C.M. Allen Homes	820 Sturgeon Drive
	✓	San Marcos Public Library	625 East Hopkins Street
	✓	Sinai Pentecostal Church	208 Laredo Street
	✓	South Hays Fire Department Station #12	8301 Ranch Road 12

Buda

Early Voting	Election Day		
✓	✓	Buda City Hall – Multipurpose Room	405 East Loop Street, Building 100
	✓	Buda Oaks: Assisted Living & Memory Care	1120 Cabelas Drive
	✓	Child Nutrition, HCISD Support Services	5750 Dacy Lane
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	Southern Hills Church of Christ	3740 FM 967
✓	✓	Sunfield Station	2610 Main Street
	✓	Upper Campus, Buda Elementary School (Kunkel Room, historic school site)	300 North San Marcos Street

March 5, 2024 Joint Primary Election Vote Center Locations

Kyle

Early Voting	Election Day		
	✓	Austin Community College – Hays Campus	1200 Kohlers Crossing
✓	✓	HCISD Administration, Old Print Shop	21003 Interstate 35 Frontage Road
	✓	Kimbro Building, Kyle Elementary School	500 Blanco Street
✓	✓	Kyle City Hall	100 West Center Street
	✓	Kyle Public Library	550 Scott Street
✓	✓	Main Office, HCISD Transportation	2385 High Road, Uhland
	✓	Philomena, The: Assisted Living & Memory Care	350 Philomena Drive
	✓	Precinct 2 Office, Hays County	5458 FM 2770
	✓	Simon Middle School	3839 East FM 150
✓	✓	Yarrington – Hays County Transportation Department	2171 Yarrington Road

Wimberley

Early Voting	Election Day		
✓	✓	Texan Academy at Scudder – Gym	400 Green Acres Drive
	✓	VFW Post #6441	401 Jacobs Well Road
✓	✓	Wimberley Community Center – Blanco Room	14068 Ranch Road 12

Dripping Springs and Austin

Early Voting	Election Day		
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (also listed as 688 Trinity Hills Drive)
	✓	Driftwood Community Center	15112 FM 150, Driftwood
	✓	Dripping Springs Ranch Park	1042 Event Center Drive
✓	✓	Headwaters, the HUB	708 Headwaters Boulevard
	✓	Henly Station #3, North Hays County Fire Rescue	7520 Creek Road
	✓	Patriots' Hall of Dripping Springs	231 Patriots' Hall Boulevard (formerly listed as 3400 East US 290)
✓	✓	Precinct 4 Office, Hays County	195 Roger Hanks Parkway

Ubicaciones de los centros de votación para las elecciones primarias conjuntas del 5 de marzo de 2024

Sitio principal de votación anticipada: **Hays County Elections Office**

Jennifer Doinoff, Administradora de elecciones: (512) 393-7310

	domingo	lunes	martes	miércoles	jueves	viernes	sábado
feb.	18	19 **Día festivo de los presidentes**	20 **Votación** 8 am – 6 pm	21 **Anticipada** 8 am – 6 pm	22 **Votación** 8 am – 6 pm	23 **Anticipada** 8 am – 6 pm	24 **Votación** 7 am – 7 pm
mar.	25 **Anticipada** 12 pm – 6 pm	26 **Votación** 7 am – 7 pm	27 **Anticipada** 7 am – 7 pm	28 **Votación** 7 am – 7 pm	29 **Anticipada** 7 am – 7 pm	1 de marzo **Vot. anticipada** 7 am – 7 pm	2
	3	4	★ 5 **Día de elección** 7 am – 7 pm	6	7	8	9

San Marcos

Votación anticipada	Día de elección		
✓	✓	Broadway (Christus Trinity Clinic)	401 Broadway Street #A
	✓	Brookdale San Marcos North	1720 Old Ranch Road 12
	✓	Calvary Baptist Church	1906 North Interstate 35 Frontage Road
	✓	Centro Cultural Hispano de San Marcos	211 Lee Street
	✓	Dunbar Center	801 West Martin Luther King Drive
	✓	First Baptist Church San Marcos	325 West McCarty Lane
✓	✓	Hays County Elections Office **Sitio principal de votación anticipada**	120 Stagecoach Trail
	✓	La Cima Amenity Center	301 A Central Park Loop
✓	✓	LBJ Student Center, Texas State University	301 Student Center Drive
	✓	Promiseland Church	1650 Lime Kiln Road
	✓	San Marcos Fire Department Station #5	100 Carlson Circle
	✓	San Marcos Housing Authority / C.M. Allen Homes	820 Sturgeon Drive
	✓	San Marcos Public Library	625 East Hopkins Street
	✓	Sinai Pentecostal Church	208 Laredo Street
	✓	South Hays Fire Department Station #12	8301 Ranch Road 12

Buda

Votación anticipada	Día de elección		
✓	✓	Buda City Hall – Multipurpose Room	405 East Loop Street, Building 100
	✓	Buda Oaks: Assisted Living & Memory Care	1120 Cabelas Drive
	✓	Child Nutrition, HCISD Support Services	5750 Dacy Lane
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	Southern Hills Church of Christ	3740 FM 967
✓	✓	Sunfield Station	2610 Main Street
	✓	Upper Campus, Buda Elementary School (Kunkel Room, historic school site)	300 North San Marcos Street

Ubicaciones de los centros de votación para las elecciones primarias conjuntas del 5 de marzo de 2024

Kyle

Votación anticipada	Día de elección		
	✓	Austin Community College – Hays Campus	1200 Kohlers Crossing
✓	✓	HCISD Administration, Old Print Shop	21003 Interstate 35 Frontage Road
	✓	Kimbro Building, Kyle Elementary School	500 Blanco Street
✓	✓	Kyle City Hall	100 West Center Street
	✓	Kyle Public Library	550 Scott Street
✓	✓	Main Office, HCISD Transportation	2385 High Road, Uhland
	✓	Philomena, The: Assisted Living & Memory Care	350 Philomena Drive
	✓	Precinct 2 Office, Hays County	5458 FM 2770
	✓	Simon Middle School	3839 East FM 150
✓	✓	Yarrington – Hays County Transportation Department	2171 Yarrington Road

Wimberley

Votación anticipada	Día de elección		
✓	✓	Texan Academy at Scudder – Gym	400 Green Acres Drive
	✓	VFW Post #6441	401 Jacobs Well Road
✓	✓	Wimberley Community Center – Blanco Room	14068 Ranch Road 12

Dripping Springs y Austin

Votación anticipada	Día de elección		
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (también listado como 688 Trinity Hills Drive)
	✓	Driftwood Community Center	15112 FM 150, Driftwood
	✓	Dripping Springs Ranch Park	1042 Event Center Drive
✓	✓	Headwaters, the HUB	708 Headwaters Boulevard
	✓	Henly Station #3, North Hays County Fire Rescue	7520 Creek Road
	✓	Patriots' Hall of Dripping Springs	231 Patriots' Hall Boulevard (listado antes como 3400 East US 290)
✓	✓	Precinct 4 Office, Hays County	195 Roger Hanks Parkway

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Commissioner Shell

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to appoint Commissioner Debbie Ingalsbe, Commissioner Lon Shell, Chief Mike Davenport, and Jordan Powell to the Collective Bargaining team for Hays County for purposes of renegotiating the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA).
SHELL/INGALSBE

Summary

The 2024 round of Collective Bargaining will be the fifth bargaining round in the history of Hays County. The current Collective Bargaining Agreement expires on September 30, 2024 (unless the Parties utilize the Evergreen clause).

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:	Jenifer O'Kane
Sponsor:	Commissioner Smith
Co-Sponsor:	Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a contingent fee contract, and associated resolution, between Hays County and McCreary Veselka Bragg & Allen (MVBA) for Delinquent Tax Collection Services, pursuant to RFP 2023-P09, effective March 1, 2024 and amend the budget accordingly. **SMITH/COHEN/O'KANE**

Summary:

On October 10, 2023, the Commissioners Court awarded RFP 2023-P09 Delinquent Tax Collection Services to McCreary Veselka Bragg & Allen (MVBA) to provide delinquent tax collection services.

Fiscal Impact:

Amount Requested: Fees set in solicitation
Line Item Number: N/A

Budget Office:

Source of Funds: MVBA
Budget Amendment Required Y/N?: Yes
Comments: Budget revenue for reimbursement of Government Center office space utilized by MVBA staff.
($17,500) - Increase Rental Income 001-000-00.4627

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposal (RFP) 2023-P09 Delinquent Tax Collection Services

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $17,500 in rental income
Comments:

Attachments

Public Notice - Contingent Fee
Resolution to Approve Contract
RFP 2023-P09 Contract (2024)

PUBLIC NOTICE

In Accordance with Texas Government Code, section 2254.1036(a)(1), Hays County, Texas provides the following written notice to the public in connection with the above agenda item:

1. The County of Hays, Texas (The County) is pursuing the legal services of McCreary, Veselka, Bragg and Allen, P.C. (The Firm) as Delinquent Tax Collection Law Firm, pursuant to the award of RFP 2023-P09 by Court action on October 10, 2023, to continue to collect delinquent taxes owed to The County. The desired outcome of the legal services is for The County to continue to collect the delinquent taxes that are owed to The County in as short a time as is possible.
2. The Firm has been competently collecting delinquent taxes for The County since The Firm began representing The County on March 2, 1999. Over the years the contract with The Firm has been renewed and extended, the most recent renewal being March 4, 2003. In the years that The Firm has represented The County, The Firm has demonstrated that it is competent, qualified, and experienced in providing the services of a delinquent tax collection law firm. Additionally, The Firm has been collecting delinquent taxes for hundreds of governmental entities across the State of Texas since 1961.
3. The filing of a delinquent tax suit or tax warrant requires an attorney licensed by the State Bar of Texas, and The County does not employ enough staff attorneys to handle the work out of the Hays County Criminal District Attorney's Office.
4. Texas Property Tax Code, Section 6.30 provides that a taxing jurisdiction may contract with a private attorney to collect delinquent taxes on the basis of a contingent fee not to exceed 20 percent. The Texas Property Tax Code further provides that said fee is secured by the tax lien and becomes a part of the amount due. Therefore, the delinquent tax collection service provided by a law firm pursuant to such contingent fee contract is without cost to The County.
5. There is no provision in the Texas Property Tax Code that will allow recovery of fees where the delinquent tax collection services are being provided either by a staff attorney employed by The County or by a private attorney billing at an hourly rate. Accordingly, the costs of providing delinquent tax attorney services by County employees is not in The County's budget. Neither is the cost of procuring such services from private attorneys on an hourly fee basis.
6. To offset the cost of collecting delinquent taxes as provided by Texas Property Tax Code Sections 6.30; 33.07; 33.08 and 33.11; to save money; and to ensure that such collections are diligently prosecuted throughout The County, a contingent fee contract with McCreary, Veselka, Bragg and Allen, P.C. is in the best interest of the residents of The County.

RESOLUTION TO APPROVE
CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES
BETWEEN
HAYS COUNTY, TEXAS (THE COUNTY)
AND MCCREARY, VESELKA, BRAGG & ALLEN, P.C.

WHEREAS, the Texas Tax Code, § 6.30 provides that the County may contract with a law firm for the collection of delinquent taxes; and,

WHEREAS, there is a substantial need for the County to obtain the legal services of a delinquent tax collection law firm; and,

WHEREAS, the legal services of a delinquent tax collection law firm cannot be performed by County staff because the filing of a delinquent tax suit or tax warrant requires an attorney licensed by the State Bar of Texas, the County does not have a sufficient number of attorneys on its payroll to perform these services; and,

WHEREAS, the legal services of a delinquent tax collection firm cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter because the County does not have funds in its budget to pay the estimated hourly fees and other costs which would be incurred to implement an effective delinquent collection program under a contract providing only for the payment of hourly fees and costs; and,

WHEREAS, the County desires to continue its existing attorney-client relationship with McCreary, Veselka, Bragg & Allen, P.C.; and,

WHEREAS, the Commissioners Court of the County has determined that it is in the public interest to enter into the proposed Contract for the Collection of Delinquent Property Taxes between the County and McCreary, Veselka, Bragg & Allen, P.C.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, THAT:

The Contract for the Collection of Delinquent Property Taxes between Hays County, Texas and McCreary, Veselka, Bragg & Allen, P.C. is hereby approved, and the County Judge is authorized to execute same on behalf of the County.

RESOLVED THIS 6TH DAY OF FEBRUARY, 2024.

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____

Elaine Cardenas
Hays County Clerk

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

CONTRACT FOR PROPERTY TAX SERVICES

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT is made and entered into by and between **THE COUNTY OF HAYS, TEXAS (The County)**, acting herein by and through its Commissioners Court, and **McCREARY, VESELKA, BRAGG & ALLEN, P.C. (The Firm)**, 700 Jeffrey Way, Suite 100, P.O. Box 1269, Round Rock, Texas 78680.

I.

DELINQUENT TAX COLLECTION SERVICES

The County agrees to employ and does hereby employ **The Firm** to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest due to **The County**, pursuant to RFP 2023-P09 and the awarded proposal submitted by McCreary, Veselka, Bragg & Allen, P.C., which is attached hereto and incorporated herein as *Exhibit "A"*. Current year taxes which become delinquent within the period of this contract shall become subject to the terms of the contract upon the following conditions:

A. Taxes that become delinquent during the term of this contract on property that has no delinquent taxes for any prior year become subject to the terms of this contract on the first day of the month in which penalties attach to the taxes pursuant to Sections 33.07, 33.08 and 33.11, Texas Property Tax Code.

B. Taxes that become delinquent during the term of this contract on property that has delinquent taxes due for prior years and is the subject of a suit to collect the prior year's delinquent taxes, shall become subject to its terms on the first day of delinquency as defined by the Texas Property Tax Code.

C. Notwithstanding, A or B, **The County** may refer to **The Firm** taxes to pursue remedies under Sections 33.48 or 33.21, Texas Property Tax Code at its discretion and said taxes will become subject to the terms of this contract.

II.

The County agrees to furnish all necessary delinquent tax information to **The Firm** on all property within the boundaries of County. **The County** hereby authorizes **The Firm** to determine the name, identity and location of necessary parties and to procure necessary legal descriptions of property and hereby assigns to **The Firm** the right to recover the costs of obtaining such information.

III.

The Firm is to advise **The County** of errors, double assessments or other discrepancies coming under observation during the progress of the work.

IV.

The Firm is to intervene on behalf of **The County** in all suits for ad valorem taxes hereafter filed by any other taxing unit on property located within its boundaries.

V.

The Firm agrees to make delinquent tax collection progress reports to **The County** on request.

VI.

COMPENSATION

Delinquent Property Tax Collection Services

The County agrees to pay **The Firm**, for delinquent property tax collection services rendered, Fifteen Percent (15%) of all delinquent taxes, penalty and interest collected by **The Firm** for years covered by this contract. The penalty imposed pursuant to Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code is not subject to this contractual fee and is therefore not included as part of the base amount for which the above-mentioned Fifteen Percent (15%) is calculated. **The County** has previously adopted and does hereby reaffirm the adoption of the additional penalty provided by Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of taxes, penalty and interest is made to **The County**. **The Firm** shall be paid monthly.

Reimbursement to County for Support Services

The County agrees that it is in the best interest of County Tax Office personnel and Hays County taxpayers for **The Firm** to have a physical location in the Hays County Tax Office. **The County** agrees to allow **The Firm** to maintain its present office location in Room 1118 of the Hays County Government Center and to provide **The Firm** with tax file access. **The Firm** agrees to reimburse **The County** for these support services in the amount of Two Thousand Five Hundred ($2,500.00) dollars each month.

VII.

TERM

The term of this Contract shall commence on March 1, 2024, and end on February 28, 2025. **The County** shall have the option exercisable at any time that this Contract is in force to renew and extend this Contract on its identical terms for four additional one-year terms beginning on March 1, 2025, and ending February 28, 2029. Upon expiration of this contract, **The Firm** shall have an additional six (6) months after expiration to reduce to judgment and sale all tax collection lawsuits filed and collect all bankruptcy claims filed prior to the expiration date and provided further that **The Firm** shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In case of such expiration, **The Firm** shall be entitled to receive and retain all compensation of fees due up to the date of said expiration. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this contract as above written.

VIII.

Verifications

The Firm acknowledges that the Texas Government Code requires certain written verifications from a company entering into a contract with a Texas governmental entity. Accordingly, **The Firm** verifies that:

A. **The Firm** does not boycott Israel and will not boycott Israel during the term of this contract;

B. **The Firm** does not boycott energy companies and will not boycott energy companies during the term of this contract;

C. **The Firm** does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association and will not discriminate against a firearm entity or firearm trade association during this contract;

D. **The Firm** does not engage in business with Iran, Sudan, or any foreign terrorist organization designated as such by the United States Secretary of State and will not engage in business with any such entity, Iran, or Sudan during the term of this contract, and furthermore;

E. **The Firm** is not listed by the Texas Comptroller as a company known to have contracts with or provide services to a foreign terrorist organization.

IV.

The contract is executed on behalf of The County by the County Judge who is authorized to execute this instrument by resolution heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto this the 6th day of February, 2024.

HAYS COUNTY, TEXAS

By:_____
Hon. Ruben Becerra, Hays County Judge

McCREARY, VESELKA, BRAGG & ALLEN, P.C.
Attorneys at Law
700 Jeffrey Way, Suite 100
P.O. Box 1269
Round Rock, Texas 78680

By:_____
Matthew Tepper, President

ATTEST

By:_____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Tammy Crumley

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the county Judge to execute an agreement between Hays County and SI Mechanical, LLC. for HVAC - Preventative Maintenance and Repair Services, Countywide, pursuant to RFP 2024-P06 with no proposed price increases. **BECERRA/T.CRUMLEY**

Summary:

On January 30, 2024, the Commissioner Court awarded RFP 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to SI Mechanical, LLC. to provide HVAC Services.

Fiscal Impact:

Amount Requested: Per bid tab
Line Item Number: Various departmental operating budgets

Budget Office:

Source of Funds: Various departmental operating funds
Budget Amendment Required Y/N?: No
Comments: Funding for HVAC preventative maintenance is budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposals (RFP) 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide

Auditor's Office:

G/L Account Validated Y/N?: TBD when service provided
New Revenue Y/N?: N/A
Comments:

Attachments

RFP 2024-P06 Agreement

AGREEMENT FOR
HVAC MAINTENANCE AND REPAIR SERVICES, COUNTYWIDE
RFP: 2024-P06

This Agreement for HVAC MAINTENANCE AND REPAIR SERVICES, COUNTYWIDE (the "Service Contract") is entered into by and between **Hays County, Texas**, a political subdivision of the State of Texas (the "County"), and **SI Mechanical, LLC** (the "Contractor").

WHEREAS, the County desires to enter into the Services Contract for the service of HVAC MAINTENANCE AND REPAIRS (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide HVAC Maintenance and Repair Services to the Hays County Buildings in accordance with the proposal specifications and SOW detailed in RFP 2024-P06; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Services Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

TERM OF CONTRACT: The term of this Service Contract shall be for an initial period of one (1) year, commencing upon execution by the Commissioners Court, with four (4) additional one (1) year renewals on an annual basis, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Notices below.

TERMINATION: Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with Notices below.

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Service Contract.

HOLIDAYS: Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

APPROPRIATION OF FUNDS: In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.

TERMINATION BY DEFAULT: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.

GOVERNING LAW AND VENUE: Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

NOTICES: Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Beccera
111 East San Antonio Street, Suite 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:

Hays County Countywide Operations
Attn: Tammy Crumley
101 Thermon Drive
San Marcos, TX 78666
Phone: (512) 749-1155

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
Phone: (512) 393-2283

TO SI MECHANICAL, LLC

SI Mechanical, LLC
Attn: Riley Sullivan
5198 FM 1327
Creedmoor, TX 78610
Phone: (512) 593-6001

PREVENTATIVE MAINTENANCE:

1. Contractor shall perform year-round preventative maintenance on the Hays County Buildings, utilizing the maintenance plan and pricing cited in RFP 2024-P06, which is attached hereto and incorporated herein as ***Exhibit "A"***.

AWARDING WORK OTHER THAN PREVENTATIVE MAINTENANCE:

1. When the County has a need for services to be performed in connection with the Hays County Buildings identified in RFP 2024-P06, the County will issue a Work Order to the Contractor specifying the work to be performed. Work Orders will be submitted to the Contractor via email from the County. Upon receipt of the Work Order, the Contractor must schedule a site visit and develop a Cost Estimate for the requested Work Order and submit the Cost Estimate to the County via email; however, the County's request for the Contractor's Cost Estimate will not create a binding obligation on the part of the County to have any Work Order completed by the Contractor. Contractor's Cost Estimate shall be based on pricing cited in RFP 2024-P06, which is attached hereto and incorporated herein as ***Exhibit "A"***. Invoicing for Preventative Maintenance shall be made on a monthly basis as work is performed, based on regular Spring PM, Winter PM, or Filter Replacement schedules.

2. In the event that the Contractor fails to respond to the Work Order with an acceptable Cost Estimate within twenty-four (24) hours of the Work Order being submitted to the Contractor, the County may cancel the Work Order and proceed to have another contractor perform the desired services. The County may terminate this Service Contract if the Contractor fails to timely respond to more than six (6) Work Orders in a one (1) year period.

3. The Contractors Cost Estimate must be divided into: (a) the sum for materials to be incorporated into the project with any contractual markup outlined (b) service or hourly labor costs broken down by hourly rate as outlined in the proposal (c) the sum of any other materials, overhead, trip charges, etc.

4. Upon the County and Contractor agreeing that the Contractor will perform the Work Order, the County will give written notice to the Contractor to move forward with the Work Order. The Contractor must then perform and complete the Work Order within a timely manner. If at any point while completing the Work Order the Contractor realizes that the Actual Cost will have a difference of more than $500 given in the Cost Estimate, the Contractor must stop work immediately and notify the County. Only upon written approval from an authorized County representative, may the Contractor move forward with the Work Order.

5. Once the Work Order is completed to the satisfaction of the County, the Contractor must deliver an invoice for the completed Work Order to the County within seven (7) business days.

6. Contractor is not to combine multiple Work Orders onto one Invoice. Each Work Order requires a separate Invoice.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Agreement as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____ Date: _____
Ruben Becerra
Hays County Judge

SI MECHANICAL, LLC

By: Riley Sullivan Date: 1/30/2024
Riley Sullivan
General Manager

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Budget Office to establish a new Assistant Budget & Payroll Director grade 131 effective March 18, 2024 and amend the budget accordingly. **BECERRA/DORSETT**

Summary:

This position is needed in order to begin succession planning and maintain continuity within the budget and payroll divisions.

Fiscal Impact:

Amount Requested: $69,978 - FY24
Line Item Number: 001-621-00]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds are available within County-Wide salary adjustments due to attrition.

Asst. Budget & Payroll Director				
Grade 131				
Request		Budget Amendment		
91,825	Base Salary	49,739	001-621-00.5021	Increase Staff Salaries
19,504	Fringe	3,085	001-621-00.5101_100	Increase FICA
12,230	Insurances	721	001-621-00.5101_200	Increase Medicare
123,559	Total Annualized	6,759	001-621-00.5101_300	Increase Retirement
66,928	FY24 (eff 3/18/24)	6,370	001-621-00.5160_400	Increase Medical
1,500	Laptop	219	001-621-00.5160_500	Increase Dental
750	Monitors	35	001-621-00.5160_600	Increase Life
200	Adobe	1,500	001-621-00.5712_400	Increase Computer Eqpt_Ops
600	Telephone	750	001-621-00.5202	Increase Data Supplies
69,978	Total Request	200	001-621-00.5429	Increase Software Licenses
		600	001-621-00.5489	Increase Telephone Exp
		(69,978)	001-645-00.5091	Decrease Co-Wide Salary Adjustments

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider granting a variance to Hays County On-Site Sewage Facility Rules of 1986-1997 Section 8.03(b)(5) and allow issuance of On-Site Sewage System permit to the owner of the property located at 1500 Fischer Store Rd.
SHELL/PACHECO

Summary

The property owner located at 1500 Fischer Store Rd, Wimberley has submitted an On-Site Sewage Facility permit application to modify and increase capacity of the existing OSSF system to accommodate the Main Residence and Guest Home. The property consists of 0.83 acres, which was created in 1987, within the Edwards Aquifer Contributing Zone and water utility is accomplished by a Private Well.
Hays County's Rules of 1986-1997 for On-Site Sewage Facilities Section 8.03(b)(5) states that "Lots with water wells - when individual water wells are proposed for use the minimum lot size shall be one acre per single family living unit."
The property owner has submitted a Variance Request to the aforementioned section and has provided justification and equal protection, as shown in the back-up.

Attachments

Variance Request
Location Map

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytx.com

OSSF Variance Request Form

Overview:

The OSSF Variance Request Form shall be used in conjunction with an On-Site Sewage Facility Application when seeking a variance from a regulation adopted by Hays County. The decision to approve or deny a variance is at the full discretion of Hays County Development Services and/or the Hays County Commissioners Court.

Instructions:

The Variance Request Form shall be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Submittal of a Variance Request Form does not guarantee approval of any variance from a regulation adopted by Hays County.

Fee:

Type I – Administrative Variance - $100

Type II – Commissioners Court Determination Variance - $500

Definitions:

Applicant – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

Owner(s) – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

Variance – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

Owner Information:

Business Name: Hoots Hollar Haus LLC

Owner Name: Xerxes (Zak) K. Patel, Member

Owner Address: 5403 Jessamine St., Houston, TX 77081 (business address)

Primary Phone: 832-228-1493 Secondary Phone: 713-570-6000 x 101

Primary E-mail: zak@zakpatellaw.com Secondary E-mail: xerxespatel@gmail.com

Applicant Information (if not the owner):

Applicant Name: Hoots Hollar Haus LLC

Applicant Address: 1500 Fischer Store Rd., Wimberley, TX 78676 (property requesting variance)

Primary Phone: 832-228-1493 Secondary Phone: 713-570-6000 x 101

Primary E-mail: zak@zakpatellaw.com Secondary E-mail: xerxespatel@gmail.com

Property Information:

Subdivision Name: see property description attached)

Phase: _____ Section: _____ Block: _____ Lot: _____

If not located in a subdivision,

Survey / Abstract: John Ingram Survey

Recorded (Vol/Page/Instrument): Volume 240, Page 925, of the Deed Records

Hays Central Appraisal District Property ID "R" Number: R15596

Hays County Commissioner Precinct: ☐ 1 ☐ 2 ■ 3 ☐ 4

Type of Variance (check all that apply):

- ■ Variance to the Hays County Rules for On-Site Sewage Facilities
- ☐ Variance to Title 30 of the Texas Administrative Code, Chapter 285
- ☐ Variance to the Hays County Development Services Fee Schedule

Variance Justification:

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of regulation being requested	Reason for Variance
Hays County OSSF Rules 1986-1997 Section 8.03 (b) (5)	A variance is sought for a Lot with water wells - when individual water wells are proposed for use the minimum lot size shall be one acre per single family living unit. Per the septic designer's opinion and design, inclusion of the aerobic treatment unit along with the general oversized nature of both the tanks and the application drainfield will function cooperatively to provide equivalent protection to both the public health
...	and the environment, even considering the smaller-sized subject tract of land (i.e .83 acres. Additionally, the proposed design will provide even greater levels of protection over the current system's performance. The amended request comports to the 420 GPD cap for the lot and system
...	The OSSF Variance Request Form is submitted in conjunction with an On-Site Sewage Facility Application as a variance is sought from a regulation adopted by Hays County and determined for review by the Hays County Development Services and/or the Hays County Commissioners Court.

Equal Protection Information

1. Describe how equal protection is being achieved for each regulation being appealed.

Chapter / Section of regulation being requested	Equal Protection Description

Attach an On-Site Sewage Facility Design

1. On-Site Sewage Facility Design – A complete set of plans with a site evaluation.

Acknowledgement:

I hereby certify that I have submitted an application in compliance with the Hays County Rules for On-Site Sewage Facilities and other applicable local, state, and federal laws. I understand this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

Owner's / Applicant's Certification:

I hereby certify that I have carefully read and completed this Request Form. All information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request. If not the owner, I attest to have written confirmation from the owner of the property to submit an application and Variance Request Form on his/her behalf.

Date: 1/30/24

Print Owner / Applicant Name: By: Xerxes (Zak) K. Patel, Member of Hoots Hollar Haus, LLC

Owner / Applicant Signature: _____

4. Legal description of land:

A 0.830 Acre Tract of Land being a portion of a 50.0 Are Tract of Land out of the John Ingram Survey, Hays County, Texas, said 50.0 Acre being recorded in Volume 240, Page 925, of the Deed Records of Hays County, Texas, said 0.830 Acres being further described as follows:

BEGINNING at a found 1/2" iron pin in the Northwest line of Fischer Store Road, said point being the Southeast corner of said 50.0 Acre Tract and this Tract;

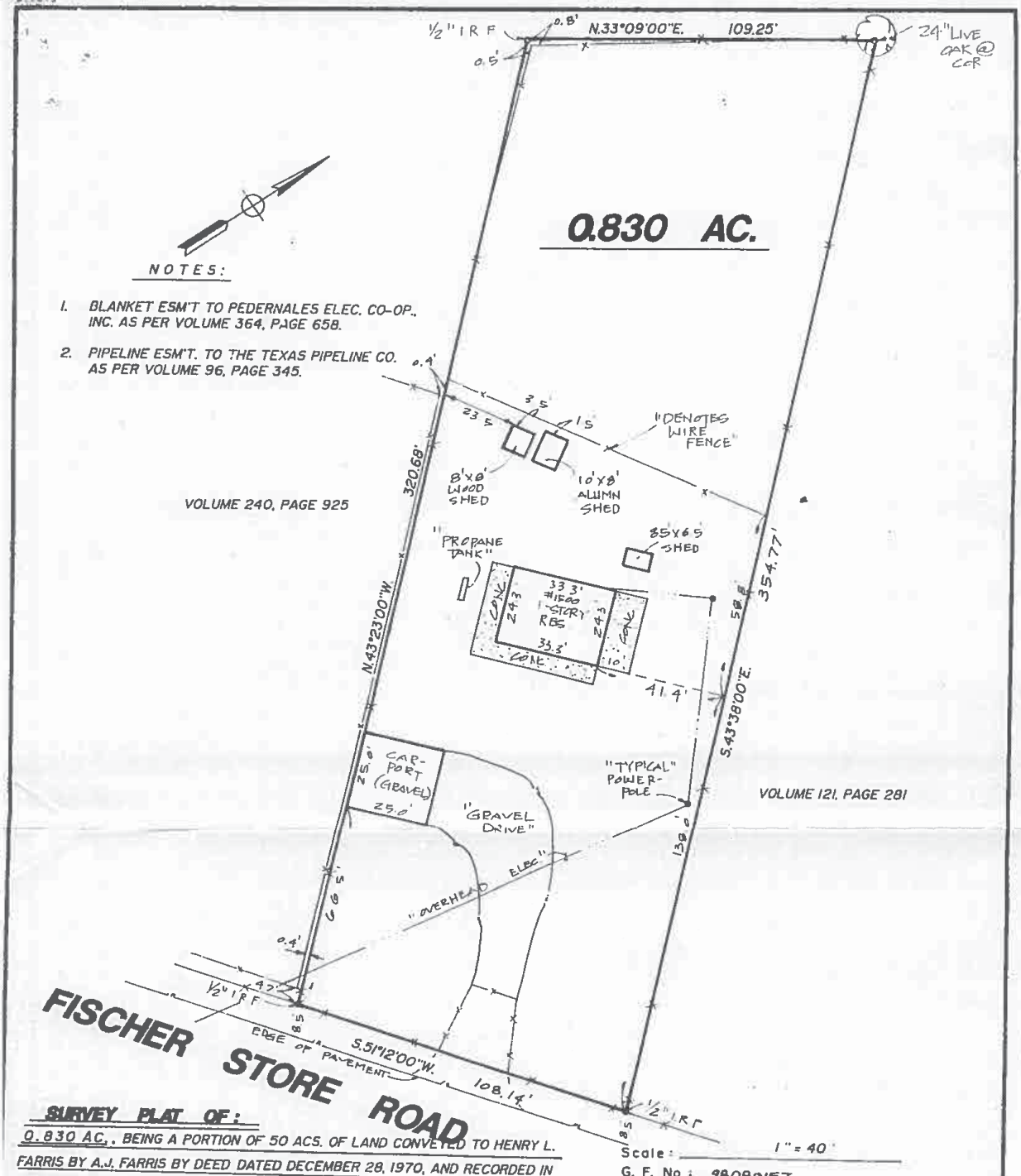
THENCE S 51° 12' 00" W along the Northwest line of Fischer Store Road a distance of 108.14 feet to a found 1/2" iron pin for the Southernmost corner of this Tract;

THENCE leaving the Northwest line of Fischer Store Road N 43° 23' 00" W a distance of 320.68 feet to a found 1/2" iron pin for the most Westerly Corner of this Tract;

THENCE N 33° 09' 00" E a distance of 109.25 feet to a 24" Live Oak for a corner of this Tract;

THENCE S 43° 38' 00" E a distance of 354.77 feet to the POINT OF BEGINNING and containing 0.830 Acres, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.



SURVEY PLAT OF:

0.830 AC., BEING A PORTION OF 50 ACS. OF LAND CONVEYED TO HENRY L. FARRIS BY A.J. FARRIS BY DEED DATED DECEMBER 28, 1970, AND RECORDED IN VOLUME 240, PAGE 925, HAYS COUNTY DEED RECORDS, JOHN INGRAM SURVEY, HAYS COUNTY, TEXAS.

ADDRESS: 1500 FISCHER STORE ROAD

Scale: 1" = 40'

G. F. No.: 98080157

REFERENCE

VOL 240, PG. 925		VOL 364, PG. 658	
VOL. 96, PG 345		VOL _____, PG. _____	
VOL _____, PG. _____		VOL. _____, PG. _____	

PROFESSIONAL
LAND SURVEYORS
12915 JONES MALTSBERGER
SUITE 401
SAN ANTONIO, TEXAS 78247
(210) 490-9963

STATE OF TEXAS
REGISTERED
JOSEPH H. CASH
1936
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

THIS 23 DAY OF DEC. 1998 A.D.

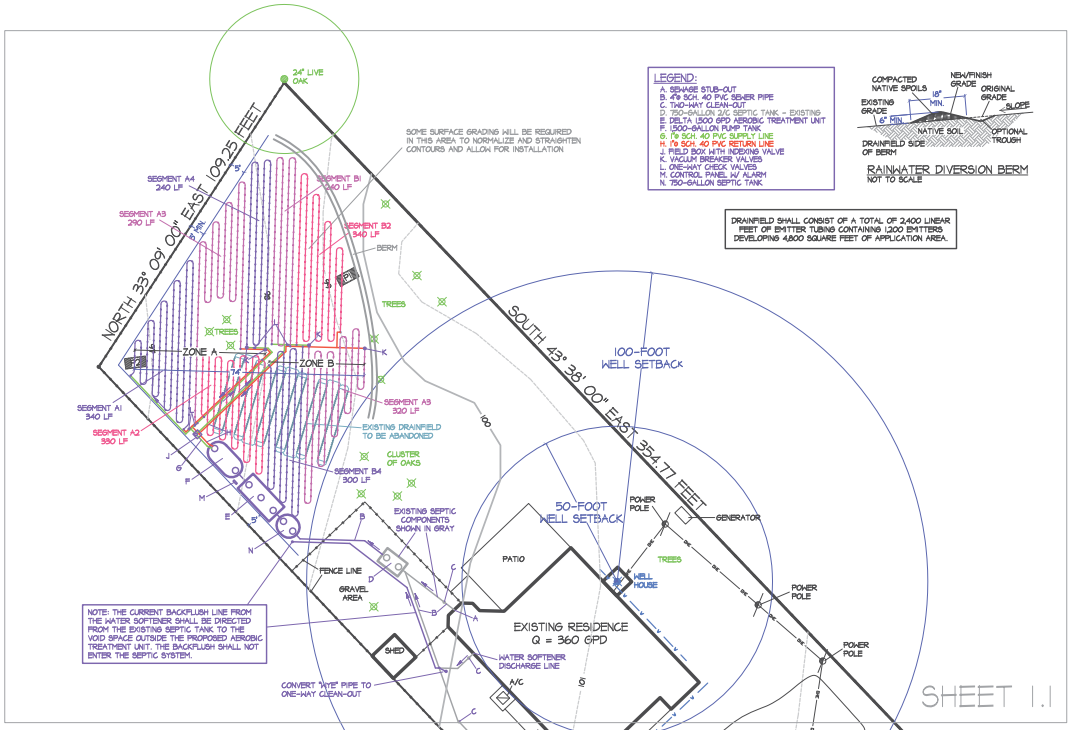
FLOOD INSURANCE STATEMENT:

This property is not situated within a special flood hazard area as identified by F.I.R.M. map no. 480321 0009 E

Effective Date: 6-16-93

Zone: "X"

JOB NO 95-1159



EXISTING DRAINFIELD NOTE:

EXISTING DRAINFIELDS SHALL BE ABANDONED IN CONJUNCTION WITH PROPOSED DRAINFIELD INSTALLATION. EXISTING DRAINFIELD MATERIAL, INCLUDING PIPES, GRAVEL, SOIL, ETC., MAY REMAIN UNDISTURBED AND BURIED. EXISTING DRAINFIELD MATERIAL ENCOUNTERED DURING INSTALLATION, THAT CONFLICTS WITH PROPOSED DRAINFIELD, SHALL BE REMOVED AND DISPOSED OFF SITE IN A SANITARY LANDFILL.

NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD PLAIN PER F.I.R.M. RATE MAPS.

SITE CONTAINS EXISTING TREES AND VEGETATION. SOME CLEARING MAY BE REQUIRED TO ALLOW FOR SYSTEM INSTALLATION.

PLAN OF DISCOVERY FOR EXISTING TANKS:

1. INSTALLER SHALL UNCOVER BOTH EXISTING TANKS TO A DEPTH APPROPRIATE TO REVEAL INLET PIPES AND OUTLET PIPES, VERIFYING INTEGRITY OF SEALS AROUND PIPE PENETRATIONS AND TO VERIFY VOLUMETRIC CAPACITY OF EACH TANK.

2. SANITARY TEES WITH APPROPRIATE DEPTHS SHALL BE VERIFIED OR CORRECTED – SEE SECTION DETAIL FOR DIMENSIONS.

3. MINIMUM SEPARATION DISTANCES FROM TANKS TO ALL APPLICABLE SITE FEATURES SHALL BE CONFIRMED.

SETBACK REQUIREMENTS:

INSTALLER SHALL ACHIEVE ALL MINIMUM REQUIRED SEPARATION DISTANCES AS SET FORTH BY THE TCEQ IN TITLE 30, TAC CHAPTER 285, EFFECTIVE DECEMBER 2016, AND ANY ADDITIONAL LOCAL REQUIREMENTS.

MINIMUM SEPARATION FROM TANK: 5 FEET TO FOUNDATIONS, SWIMMING POOLS AND PROPERTY LINES, ONE FOOT TO EASEMENTS, 5 FEET TO DRAINAGE EASEMENTS AND GRADE BREAKS, 10 FEET TO WATER LINES, 50 FEET TO EXISTING OR PROPOSED WATER WELLS.

MINIMUM SEPARATION FROM DRAINFIELD: ONE FOOT TO FOUNDATIONS, EASEMENTS AND SWIMMING POOLS, 5 FEET TO PROPERTY LINES, 10 FEET TO GRADE BREAKS, 10 FEET TO WATER LINES, 100 FEET TO EXISTING OR PROPOSED WATER WELLS.

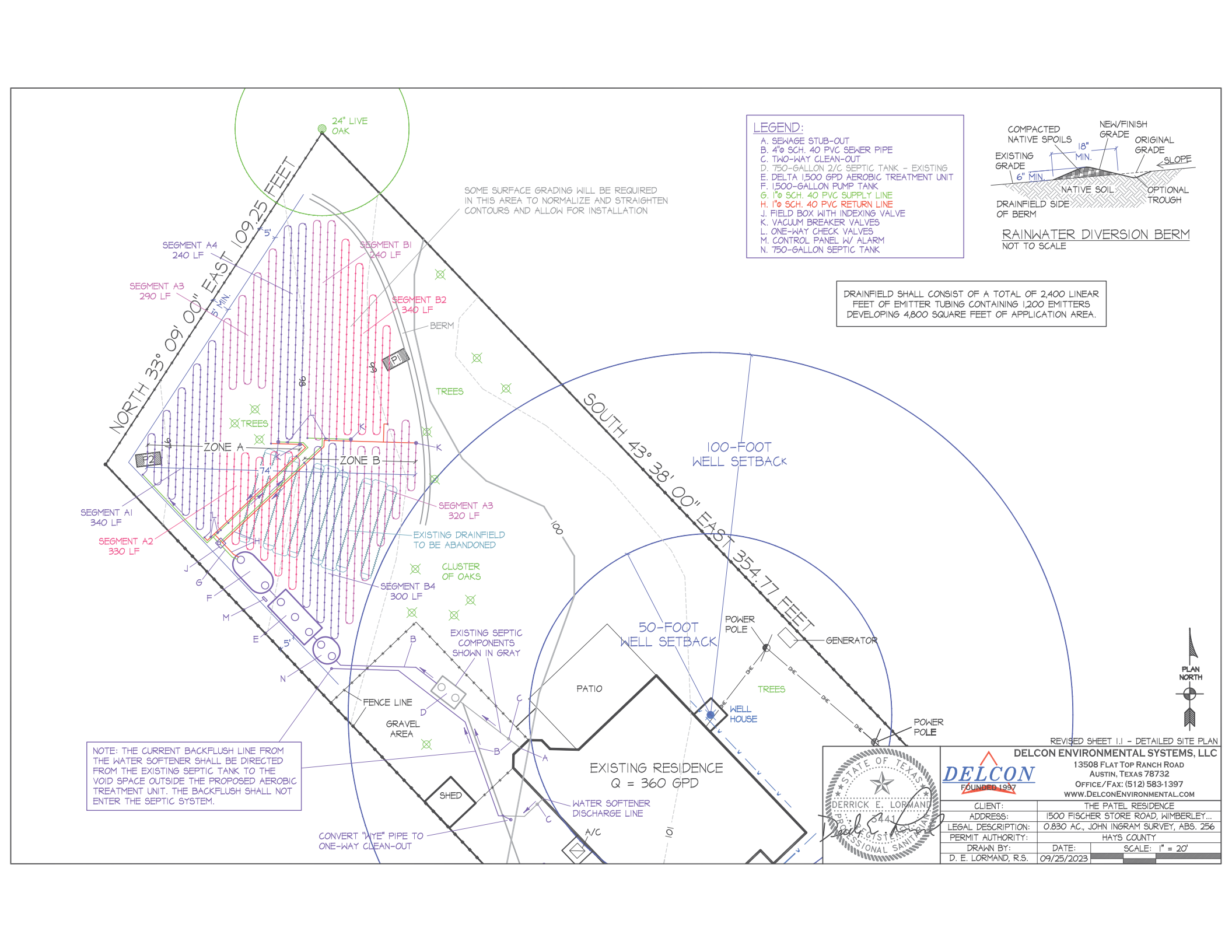
PLAN NORTH

STATE OF TEXAS
DERRICK E. LORMAND
3441
LICENSED SYSTEM INSTALLER
PROFESSIONAL SANITARIAN

REVISED SHEET 1.0 – OVERALL SITE PLAN

DELCON
FOUNDED 1997
DELCON ENVIRONMENTAL SYSTEMS, LLC
13508 FLAT TOP RANCH ROAD
AUSTIN, TEXAS 78732
OFFICE/FAX: (512) 583-1397
WWW.DELCONENVIRONMENTAL.COM

CLIENT:	THE PATEL RESIDENCE	
ADDRESS:	1500 FISCHER STORE ROAD, WIMBERLEY...	
LEGAL DESCRIPTION:	0.830 AC., JOHN INGRAM SURVEY, ABS. 256	
PERMIT AUTHORITY:	HAYS COUNTY	
DRAWN BY:	DATE:	SCALE: 1" = 40'
D. E. LORMAND, R.S.	09/25/2023	


24" LIVE OAK
NORTH 33° 09' 00" EAST 109.25 FEET
SOUTH 43° 38' 00" EAST 354.77 FEET
SOME SURFACE GRADING WILL BE REQUIRED IN THIS AREA TO NORMALIZE AND STRAIGHTEN CONTOURS AND ALLOW FOR INSTALLATION
LEGEND:
A. SEWAGE STUB-OUT
B. 4"ø SCH. 40 PVC SEWER PIPE
C. TWO-WAY CLEAN-OUT
D. 750-GALLON 2/C SEPTIC TANK - EXISTING
E. DELTA 1,500 GPD AEROBIC TREATMENT UNIT
F. 1,500-GALLON PUMP TANK
G. 1"ø SCH. 40 PVC SUPPLY LINE
H. 1"ø SCH. 40 PVC RETURN LINE
J. FIELD BOX WITH INDEXING VALVE
K. VACUUM BREAKER VALVES
L. ONE-WAY CHECK VALVES
M. CONTROL PANEL W/ ALARM
N. 750-GALLON SEPTIC TANK
COMPACTED NATIVE SPOILS
NEW/FINISH GRADE
ORIGINAL GRADE
EXISTING GRADE
18" MIN.
6" MIN.
SLOPE
NATIVE SOIL
OPTIONAL TROUGH
DRAINFIELD SIDE OF BERM
RAINWATER DIVERSION BERM
NOT TO SCALE
DRAINFIELD SHALL CONSIST OF A TOTAL OF 2,400 LINEAR FEET OF EMITTER TUBING CONTAINING 1,200 EMITTERS DEVELOPING 4,800 SQUARE FEET OF APPLICATION AREA.
SEGMENT A4 240 LF
SEGMENT A3 290 LF
SEGMENT A1 340 LF
SEGMENT A2 330 LF
SEGMENT B1 240 LF
SEGMENT B2 340 LF
SEGMENT A3 320 LF
SEGMENT B4 300 LF
5' MIN.
ZONE A
ZONE B
74'
99
66
BERM
TREES
CLUSTER OF OAKS
EXISTING DRAINFIELD TO BE ABANDONED
100-FOOT WELL SETBACK
50-FOOT WELL SETBACK
EXISTING SEPTIC COMPONENTS SHOWN IN GRAY
FENCE LINE
GRAVEL AREA
PATIO
EXISTING RESIDENCE
Q = 360 GPD
SHED
WELL HOUSE
POWER POLE
GENERATOR
WATER SOFTENER DISCHARGE LINE
A/C
CONVERT "WYE" PIPE TO ONE-WAY CLEAN-OUT
NOTE: THE CURRENT BACKFLUSH LINE FROM THE WATER SOFTENER SHALL BE DIRECTED FROM THE EXISTING SEPTIC TANK TO THE VOID SPACE OUTSIDE THE PROPOSED AEROBIC TREATMENT UNIT. THE BACKFLUSH SHALL NOT ENTER THE SEPTIC SYSTEM.
PLAN NORTH
REVISED SHEET 1.1 - DETAILED SITE PLAN
STATE OF TEXAS
DERRICK E. LORMAND
3441
LICENSED SYSTEM INSTALLER
PROFESSIONAL SANITARIAN
DELCON
FOUNDED 1997
DELCON ENVIRONMENTAL SYSTEMS, LLC
13508 FLAT TOP RANCH ROAD
AUSTIN, TEXAS 78732
OFFICE/FAX: (512) 583-1397
WWW.DELCONENVIRONMENTAL.COM
CLIENT: THE PATEL RESIDENCE
ADDRESS: 1500 FISCHER STORE ROAD, WIMBERLEY...
LEGAL DESCRIPTION: 0.830 AC., JOHN INGRAM SURVEY, ABS. 256
PERMIT AUTHORITY: HAYS COUNTY
DRAWN BY: D. E. LORMAND, R.S.
DATE: 09/25/2023
SCALE: 1" = 20'

DELCON
FOUNDED 1997
13508 Flat Top Ranch Road
Austin, Texas 78732
Office/Fax: (512) 583-1397
www.DelconEnvironmental.com

DELCON ENVIRONMENTAL SYSTEMS, LLC

January 30, 2024

Hays County Development Services
P. O. Box 1006 San Marcos, Texas 78667-1006
2171 Yarrington Road, San Marcos, Texas 78666
Attn: Colby Machacek, County Planner
Victoria Orcine, R.S.

Re: Permit Number OSSF-2023-3541
The Patel Residence
1500 Fischer Store Road, Wimberley, Texas 78676
0.830 acres of land in the John Ingram Survey, Abstract 256

Good Afternoon.

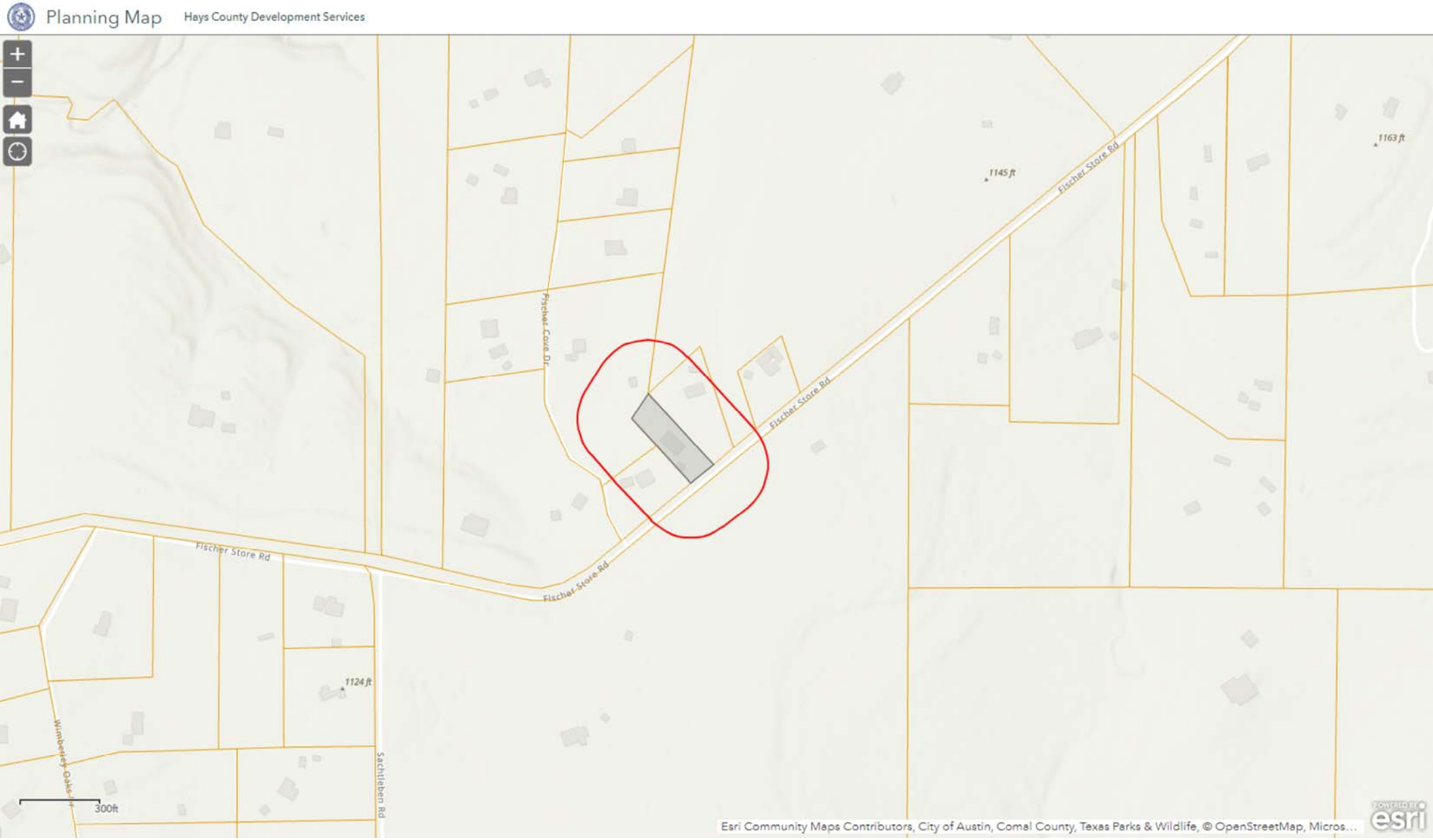
Thank you for your consideration of Mr. Patel's variance request regarding the proposed improvements at the above referenced address. This letter is offered to you and your office in support of said variance request. I visited the site earlier this year, opened the typical required soil test holes, and developed the proposed larger/replacement on-site sewage facility (septic system) design at Mr. Patel's request. The current on-site sewage facility at this property is both operational and adequate per Chapter 285 standards and the additional criteria required by Hays County. The system consists of passive septic treatment tanks, and a gravity-fed soil absorption drainfield - commonly referred to as a "conventional" septic system. However, Mr. Patel requested extra assurance via a larger capacity system as he may, on occasion, host family gatherings that could produce larger quantities of wastewater. These gatherings would extend for a few consecutive days at a time and would be limited throughout the year, such that the vast majority of time, the proposed septic system will be underutilized. The proposed design includes both passive septic tanks and an aerobic treatment unit prior to distributing the treated effluent to the replacement drainfield. The proposed tanks are sized and designed to treat the wastewater to a degree substantially greater than the current system's target prior to disposal. Typically, passive septic tanks will treat wastewater down to a strength level of perhaps 130 mg/L, while the proposed design should provide treated effluent down to a strength level of under 30 mg/L. This proposed treatment and disposal method is an advanced system and is rated for 420 gallons per day. It is my understanding the property will be limited to this same 420 gallon per day maximum wastewater rate.

It is my professional opinion that the inclusion of the aerobic treatment unit along with the general oversized nature of both the tanks and the application drainfield will function cooperatively to provide equivalent protection to both the public health and the environment, even considering the smaller-sized subject tract of land. Additionally, the proposed design will provide even greater levels of protection over the current system's performance. In consideration of these statements, I feel that the approval of the requested variance is substantiated and reasonable.

Please feel free to contact me with any questions or comments.

Respectfully,

Derrick E. Lormand, R.S.
Managing Partner
Delcon Environmental Systems, LLC


Planning Map
Hays County Development Services
Fischer Store Rd
Fischer Cove Dr
Fischer Store Rd
Fischer Store Rd
Fischer Store Rd
1145 ft
1163 ft
1124 ft
Wimberley Oaks Dr
Sachtleben Rd
300ft
Esri Community Maps Contributors, City of Austin, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Micros...
esri

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Marcus Pacheco

Sponsor: Judge Becerra

Agenda Item

Discussion and Possible action to amend the 9-1-1 Addressing & Street Name Standards as previously adopted on January 14, 1991. **BECERRA/PACHECO**

Summary

Over the past 30 years, best practices for creating addresses and naming streets have evolved. The technology for making and receiving 9-1-1 calls has also evolved to the point of best practices needing to reflect those of the Capital Area Council of Governments (CAPCOG), and the National Emergency Number Association (NENA). As NENA and CAPCOG update their best practices and incorporate new technology, the County standards should continually reflect those changes. The Development Services Department will continually monitor changes and incorporate them into the county's standards, as needed. As amendments are made to the standards, the department will maintain the most current version available for public access.

Attachments

Addressing & Street Name Standards

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2160 (E) hayscounty.gis@co.hays.tx.us

9-1-1 Addressing & Street Name Standards

I.
Title

Hays County adopted basic standards for 9-1-1 Addressing & Street Name Standards through Commissioners Court on January 14th, 1991. These standards are amended from time to time as administrative procedures, best practices, and technology advance. The Hays County Geographic Information Systems (GIS) Division of the Development Services Department has been tasked with carrying out, maintaining, and improving the standards set forth. The GIS Division works closely with various public safety agencies to ensure easily identifiable addresses and street names. The Division has compiled these standards to assist any developer or individual.

II.
Purpose

The purpose of creating a uniform set of guidelines is for the protection of human life, the preservation of property, and overall public health and welfare of Hays County. Uniform practices will also ensure the ease and rapid location of properties for public safety, emergency services response, postal and package delivery services, utility services, and assist in rural and urban planning.

III.
Authority

Texas statutes give authority to a county to adopt standards for addressing and street name assignment & review. Hays County adopts statues and standards including, but not limited to, Texas Local Government Code, Texas Transportation Code, Capital Area Council of Governments, and National Emergency Numbering Association. Title 6, Subtitle C, Chapter 251.013 of the Texas Transportation Code authorizes the commissioners court of a county to adopt uniform standards for naming public streets and assigning address numbers to property. Title 7, Subtitle B, Chapter 232.101 of the Texas Local Government Code allows the commissioners court to adopt rules governing plats and subdivisions to promote health, safety, morals, or general welfare of the county and the safe, orderly, and healthful development. Title 7, Subtitle C, Chapter 544.006 of the Texas Transportation Code prohibits a person from placing, maintaining, or displaying on or in view of a highway an unauthorized sign, signal, marking or device that imitates or resembles an official traffic-control device. Hays County is a member of the Capitol Area Emergency Communications District (CAECD), which was created pursuant to Chapter 772, of the Texas Health and Safety Code to facilitate and support 9-1-1 emergency response. The Capital Area Council of Governments (CAPCOG) has developed standards, best practices for county 9-1-1 addressing mapping, emergency telecommunication, and emergency/enhanced dispatch.

IV.
Jurisdiction

These standards are limited to the unincorporated areas in Hays County. The standards shall apply to any extraterritorial jurisdiction of a municipality or a municipality which has entered into an Interlocal Agreement with Hays County.

V.
Assigning Street Names

Two main objectives should be considered in proposing and assigning street names:

1. Avoidance of duplicate or similar names, including sound a-like names (even if spelled differently)
2. Continuity with existing street names

The logical and grammatical order of a street name shall typically be as follows: (i.e., W. Main St.)

1. Directional
2. Street Name
3. Suffix

Street types should be categorized and defined for consistency. For Example, “Circle” and “Loop” should be used only for streets which form a loop or circle.

Street names should be continuous throughout the entire length of the street, even if it changes direction. New subdivisions should continue the name of an existing street or a previously approved name on an adjoining plat.

Each primary street name should be used only once, except that a short loop or circle may have the same root name as the street it intersects.

Multiple names with the same primary name are prohibited. For example, Oak Way, Oak View, Oak Tree, Oak Hills, Oak Meadow, Oak Ranch). A list of overused & prohibited words may be found attached hereto.

The standard postal service list of abbreviations is the recommended standard to follow. For a detailed list of abbreviations, please use "United States Postal Service (USPS), Publication 28 – Postal Addressing Standards" or visit the USPS website.

All private roads with addressable structures are encouraged be named and specific addresses assigned to each addressable structure.

VI.
Street Name Change Request

Proceedings should be initiated by either a petition of the directly affected property owner or a public official of the jurisdiction in which the street is located. The following reasons should be adopted as reasons for which a request for change will be considered:

1. Technical: To establish continuity; eliminate duplication; correct spelling; enhance ease of location; improve coherence of street numbering system; or provide a needed roadway designation such as circle or loop or any other technical issue as determined by the department in conjunction with these standards.
2. Neighborhood Enhancement or Recognition: To recognize a person or organization; to favor neighborhood association with its location, history, or area characteristics or any other enhancement or recognition as determined by the Department and Hays County Commissioners Court.

All street name change requests shall be submitted to the GIS Division of Hays County Development Services for review. All requests must comply with these standards and be approved by the Director of Development Services or their designee.

A name change due to any technical issue may solely be approved by the Director of Development Services or their designee. No sign or display changes may be made until the Director of Development Services or their designee has approved the request.

A request related to neighborhood enhancement or recognition must have the sponsorship of the commissioner(s) who's precinct(s) the street is located. Once a request has been approved by the Director of Development Services or their designee, the request must then be formally approved by the Commissioners Court. No sign or display changes may be made until the Director of Development Services or their designee and the Commissioners Court have approved the request.

VII.
Assigning Street Numbers "Numbering System"

The method of assigning numbers is based on the measurement of mileage distance along the roads, also known as frontage interval. The first step is to determine the point of origin for each road and consistently number in equal increments from that point of origin. This numbering system is based on relatively small, equal intervals and provides the capability to assign numbers as needed regardless of the lot size of the existing properties. This is especially important in the unincorporated areas since much of the property may be undeveloped.

VIII.
Block Length

The principal concerns are consistency, to the extent possible, and the ability to assign numbers in a block frontage. Existing addressing or road layouts may require adaptation to a different block length in part of the area to be addressed. The recommended standard is ten blocks per mile or approximately five hundred (500) feet for a practical length.

Hays County Development Services
2171 Yarrington Rd, Suite 100, Kyle Texas 78640
(P) 512-393-2160 (E) hayscounty.gis@co.hays.tx.us

IX.
Frontage Interval

The prime interval shall be 52.8 feet (16.09344 meters or 1/100th mile). This will yield 200 numbers per mile, 100 odd on one side and 100 even on the other side. The prime interval shall be used to assign street addresses on all new roads, new extensions of existing roads, un-addressed existing roads, and when converting roads with rural style addressing to city style addressing. (See Appendix A, Figure 1) The interval between house numbers should be sufficient to allow house number assignment to future principal buildings/properties between existing principal buildings/properties. An interval of 4 or more is recommended (100, 104, 108, 112, etc.)

X.
Even-Odd Assignment of Numbers

If the project is extending addresses on an existing road, follow the same numbering system on each side of the road. Odd numbers should be assigned to properties on one street side and even numbers should be assigned to properties on the other side. Even and odd numbers should be on opposite sides of the street throughout the address assignment area. If a preexisting opposite parity scheme exists on the road or on the parallel roads of a localized area, and such scheme is otherwise compliant with these guidelines, continue the existing parity scheme, if practicable. (See Appendix A, Figure 2) If a grid system is used for addressing, parity may be decided by making even addresses on the north and west sides of the streets and odd addresses on the south and east sides.

XI.
Other Numbering Guidelines

- Multi-Unit structures should use individual address numbers whenever possible.
- Avoid primary street numbers longer than five (5) characters.
- Fractional addresses shall not be allowed (i.e., 101 ½ Maple Lane).
- Alphanumeric address numbers shall not be allowed (i.e., 101 A Maple Lane).
- Hyphenated address numbers shall not be allowed (i.e., 23-123 Maple Lane).
- Avoid street numbers that are the next sequential even or odd number (i.e., 100 Maple Lane, 102 Maple Lane, 104 Maple Lane). This does not allow for future division or development of adjacent properties.
- Arbitrary or non-specific addresses, such as corner location address, or cross street address shall not be allowed. (i.e., Main Street and Maple Lane)

XII.
Street & Structure Address Signs

A street, residence, or structure address sign complete the link between assigning addresses and locating structures. All named roads (public or private) shall have a sign. All addressable structures shall have an address sign. Basic consideration for all signs shall include the following: Design, Placement, Operation, Maintenance, Visibility and Uniformity. Additional criteria include the following:

1. All signs shall be placed in a conspicuous location, free of any obstacles, trees, bushes, limbs, etc. which may inhibit the clear view of the sign.
2. Reflective street signs shall be installed at all intersections and at other points where appropriate along the street.
3. Address signs are encouraged to be reflective, contrasting in colors, and easily visible at all hours of the day, and through all weather conditions.

XIII.
Unforeseen Circumstances

Any issue not addressed in these standards shall be resolved by the Director of Hays County Development Services or their designee. Any decision made by the Director of Development Services, or their designee shall be considered final. Someone may appeal the decision and ask for the ruling to be made by the Hays County Commissioners Court for a final decision. Any appeal must be submitted in writing to the Director of Development Services within 10-business days of their decision.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2160 (E) hayscounty.gis@co.hays.tx.us

XIV.
Digital Data

At the discretion of the GIS Division of Hays County Development Services, a digital rendering of any alley, development, road, street, subdivision, or any other part may be requested. All requests shall be in relation to 9-1-1 Addressing or Street Names. All submission shall be in accordance with the Hays County Digital Data Standards.

XV.
Additional Resources

1. Hays County Geographic Information Systems (GIS) Division
2. Addressing Systems: A Training Guide for 9-1-1 By Marc Berryman, 2008 (ISBN 1-883119-18-9)
3. Addressing Guidelines by CAPCOG, published 2009, revised 2011.
4. Capital Area Emergency Communications District (CAECD) - https://www.capcog.org/who-we-are/policy-advisory-committees/capital-area-emergency-communications-district-caecd/
5. Capital Area Council of Governments (CAPCOG) - https://www.capcog.org/
6. National Emergency Number Association (NENA) - https://www.nena.org/
7. United States Postal Service – Publication 28 – Postal Addressing Standards - https://pe.usps.com/text/pub28/welcome.htm

Overused & Prohibited Words In Street Names
ARROW
AUTUMN
BARTON
BLACK
BLANCO
BLUFF
CREEK
DEER
GREEN
LAKE
LAUREL
MOUNTAIN
OAK
PARK
QUAIL
RED
RIDGE
SUMMIT
VALLEY
WHITE
WHITETAIL
WINDMILL

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of the First Amended Hays County American Rescue Plan Recovery Donation Agreement between Hay County and San Marcos Texas Community Radio, KZSM and amend the budget accordingly. **INGALSBE**

Summary:

On December 5, 2023, the Commissioners Court approved a $25k donation agreement with KZSM to assist with operational expenditures. The agency has requested $25k in additional funds to assist with the station manager and bookkeepers salaries and benefits. Donated funds can be used at the Recipient's discretion with the exception of prohibited expenses as stated in the agreement.

The amended donation agreement will be funded from the Precinct 1 revenue loss allocation.

Fiscal Impact:

Amount Requested: $25,000
Line Item Number: 011-763-99-159.5600_023

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
($25,000) - Increase Intergovernmental Revenue 011-763-99-159.4301
$25,000 - Increase KZSM Project Contribution 011-763-99-159.5600_023

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $25,000 from ARPA 2nd tranche funds
Comments:

Attachments

KZSM Amended Donation Agreement

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY FIRST AMENDED DONATION 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 Amended Agreement is entered into by and between Hays County ("Hays County") and **San Marcos Texas Community Radio Association** ("Recipient"), located at 216 N Guadalupe Street, San Marcos, Texas 78666 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a donation made of a sum not to exceed $50,000 ($25k authorized 12/5/23 & $25k authorized 2/6/24) 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. Hays County does not have any obligation or commitment whatsoever (1) to provide Recipient 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 donation shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR DONATION

Donated funds may be used for expenditures at the Recipient's discretion but may not be spent on the following prohibited items:

- To offset a reduction in net tax revenue.
- Deposit into pension funds
- Debt service payments or replenishing financial reserves
- To pay any settlements and/or judgments
- To fund any project that conflicts with the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations).

SECTION 3 – RECIPIENT REPRESENTATIONS AND OBLIGATIONS

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

The use of donated 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.

Recipient certifies, warrants and represents that Recipient is in full compliance with and not delinquent in payment of any taxation to which Recipient is subject, Recipient 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 Recipient fully qualifies for receipt of federal funds originally disbursed to Hays County.

Recipient 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, Recipient will provide and cooperate with any information and documentation requests necessary to support 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, *Recipient 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 Recipient 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 Oct 24, 2023.
- Recipient agrees and certifies that the funds will not be spent on prohibited uses as outlined in the "Expenditures Eligible for Donation" section.
- Recipient will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Recipient has not been suspended or debarred in connection with any federal procurement.
- Recipient is not actively pursuing a bankruptcy declaration.
- Recipient does not have any Federal, State or Local Tax Liens.
- Recipient is not any of the following:
    - K-12 School
    - College or university
    - Library
    - A nonprofit *other than* a 501(c)(3) or (19).

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Recipient 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: Recipient 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 Donation), 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 Recipient made or taken before such termination.

D. Defense and Indemnity: Recipient 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 Donation Agreement or Recipient's performance or lack thereof hereunder.

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

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

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

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Recipient 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 Recipient's application for the Donation shall remain effective for purposes of inducing the Donation.

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. Recipient 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 Recipient as eligible and agreed to as a condition of accepting the Donation under this Agreement created December 5, 2023 through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Donation: The amount to be paid to the Recipient for the provision and administration of Eligible Activities under this Donation Agreement shall be the total budget amount included in the Section 1 of this Donation Agreement, payable as follows: Fifty percent (50%) of the total additional amount of the donation (Initial Payment) authorized under this Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the donated 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. Recipient will be required to provide documentation of (a) deposit of funds into the Recipient'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 Recipient as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Recipient 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 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 Recipient 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.

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

San Marcos Texas Community Radio
Association
216 N Guadalupe Street
San Marcos, Texas 78666
Attention: Jeremy Garrett

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Jerry H. Borcherding

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the Transportation Department to pay out 85.5 accrued compensation hours for the Budget & Operations Manager, which is over the maximum allowed by Hays County Policy and Department of Labor Standards. **SHELL/BORCHERDING**

Summary:

The employee was promoted to a more responsible position. While learning this new position, he also continued to perform his old position's duties. Learning the new position required many hours for familiarization with new programs related to cost accounting and the GASB report.

Fiscal Impact:

Amount Requested: $3,512.14
Line Item Number: 020-710-00]

Budget Office:

Source of Funds: Road & Bridge General Fund
Budget Amendment Required Y/N?: No
Comments: Funds are available within the department's operating budget due to attrition.

Budget & Operations Manager	
Comp Payout	
85.50	Comp Hours over DOL Limit
33.88	Hourly Rate
2,896.85	Base Salary
615.29	Fringe
3,512.14	Total Fiscal Impact

Purchasing Office:

Purchasing Guidelines Followed Y/N?:N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Judge Becerra

Agenda Item

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

Summary

Additional information will be provided during Executive Session.

AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 02/06/2024

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Midtown. Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 02/06/2024

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment, performance and duties of the Chief Juvenile Probation Officer, Director of Information Technology, Director of Transportation, Juvenile Facility Director, Chief Budget Officer, Elections Administrator, Director of Human Resources, Director of Emergency Services, Director of County Wide Operations, Director of Development Services, Combined Emergency Communications Director, Veterans Services Officer, County Auditor and Extension Agents. **BECERRA**

Summary