

**Commissioners Court -- MARCH 12, 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 **MARCH 12, 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 Hays County as a StormReady county. **BECERRA/MIKE JONES**
2. Recognition of the Hays County Auditor's Office and County Auditor Marisol Villarreal-Alonzo for receiving the Certificate of Achievement for Excellence in Financial Reporting and the Award of Financial Reporting Achievement from the Government Finance Officers Association (GFOA). **INGALSBE/VILLARREAL-ALONZO**

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 and authorize an additional disbursement in an amount not to exceed \$550,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of February 27, 2024. **BECERRA/CARDENAS**
5. Approve the payment of the March 15, 2024 payroll disbursements in an amount not to exceed \$4,300,000.00 effective March 15, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 1. **INGALSBE/PETERSON**
7. Accept the 2023 Racial Profiling Report for the Hays County Sheriff's Office. **SHELL/CUTLER**

8. Authorize Building Maintenance to purchase from Grainger one (1) KABA Push Button Lock for the Elections / IT Building in the amount of \$669.77 and amend the budget accordingly. **SHELL/T.CRUMLEY**
9. Authorize payment to Hill Country Human Resources Management Association for five registrations on the same date to an Employment Law Conference in the amount of \$139.00 each where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/MILLER**
10. Authorize the Commissioner Precinct 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students and staff. **INGALSBE**
11. Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. **BECERRA/MILLER**
12. Authorize the County Judge to execute the 2024 annual renewal agreement between Hays County Building Maintenance and Johnson Controls Inc., in the amount of \$11,772.00 for the preventative maintenance and repairs of the County's remote access thermostat system. **SHELL/T.CRUMLEY**
13. Approve out-of-state travel for William Baumann GIS Specialist with the Office of Emergency Services to attend the Tyler Connect Conference and Advisory Board Meetings on May 19-24, 2024 in Indianapolis, Indiana. **BECERRA/MIKE JONES**
14. Approve out-of-state travel for Leanne Cantalupo, GIS Analyst, and Killian Sterling, GIS Specialist, in the Development Services Department to attend the Environmental Systems Research Institute, Inc (ESRI) User Conference on July 15-19, 2024 in San Diego, CA. **SHELL/PACHECO**
15. Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
16. Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**
17. Authorize the Office of Emergency Services Fire Marshal's Division to accept Law Enforcement Officer Standards and Education (LEOSE) funds in the amount of \$1,437.18 distributed from the State Comptroller and amend the budget accordingly. **BECERRA/MIKE JONES**
18. Authorize the Hays County Juvenile Detention Center to purchase a subscription for the Doxy.me secure telemedicine software platform and amend the budget accordingly. **INGALSBE/LITTLEJOHN**
19. Accept the company merger and name change of Jones & Carter, Inc. to Quiddity Engineering, LLC. **SHELL/BORCHERDING**
20. Approve all 2024 events hosted by the San Marcos Main Street Program that may include commercial vendors. **BECERRA**
21. Authorize the County Judge to execute a Sixth amendment to the Waste Connections Lone Star, Inc. Countywide Dumpster Contract pursuant to IFB 2021-B12, in relation to adding an additional haul to the Elections & IT Building located at 120 Stagecoach Drive, San Marcos at \$18.05 per haul. **SHELL/T.CRUMLEY**
22. Approve contract extension of contract Delinquent Fine and Fee Collection Services - Justice Court, District Court & County Court with McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA) for a period not to exceed 102 days (July 31, 2024). **BECERRA/HUNT**
23. Approve contract Change Order No. 4, in the amount of \$3,795.20 for Trimbuilt Construction, Inc. pursuant to IFB 2023-B13 IT-Elections Building Renovations and amend the budget accordingly. **SHELL/T.CRUMLEY**
24. Authorize the County Judge to execute an Agreement between Hays County and The Bug Master for pest control services for additional buildings located at Uhland Road Complex, and authorize a waiver to the purchasing policy. **INGALSBE/CUTLER**

25. Authorize the execution of a Software Support Subscription with Southwest Solutions Group for ControLoc valued at \$695.00 annually used by the Sheriff's Office for evidence lockers, and authorize a purchasing waiver to the Purchasing Policy. **INGALSBE/CUTLER**
26. Authorize the Sheriff's Office to use Workplace Resource, LLC, doing business as Alfred Williams & Company, to assess office chairs valued at \$498.75; authorize a discretionary exemption under Texas Local Government Code, Ch. 262.024(a)(7)(D). **SHELL/CUTLER**
27. Authorize the acceptance of Amendment No 1 to the Department of State Health Services (DSHS), FY24 Immunizations/Locals grant contract in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**
28. Approve specifications for RFP 2024-P09 Jail Based Competency Treatment Program and authorize Purchasing to solicit proposals and advertise. **INGALSBE/SMITH/CUTLER**
29. Approve specifications for RFQ 2024-Q02 Professional Engineering Services and authorize Purchasing to solicit proposals and advertise. **SHELL/BORCHERDING**
30. Approve Utility Permits. **INGALSBE/SHELL/BORCHERDING**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute Amendment No. 1 to the Interlocal Agreement between Hays County and the City of Buda relating to the RM 967 Maintenance project. **SMITH/BORCHERDING**
2. Discussion and possible action to authorize the execution of Contract Amendment No. 3 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Kimley Horn & Associates, Inc. for the FM 2001 (Graef Road to Southeast of SH 21 + West of Graef Road to North of Satterwhite Road) project in precinct 1, as part of the 2016 Road Bond Program. **INGALSBE/BORCHERDING**
3. Discussion and possible action to authorize the execution of Contract Amendment No. 1 in the amount of \$150,000.00 to the Professional Services Agreement between Hays County and Quiddity Engineering, LLC for the Centerpoint Road project in precinct 3, as part of the 2016 Road Bond Program and amend the budget accordingly. **SHELL/BORCHERDING**
4. Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement Amendment #1 between Hays County and the Texas Department of Transportation relating to the Jacobs Well Road (CR 182) Improvement from 0.3 mile east of Mount Sharp Road to 0.61 miles east of Mount Sharp Road. **SHELL/BORCHERDING**
5. Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Old Stagecoach at Post Road Intersection project in Precinct 3; and authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**
6. Discussion and possible action to approve a resolution requesting County staff to initiate a process to identify a program of transportation projects for potential funding. **INGALSBE/SHELL**
7. Hold a public hearing with possible action to establish a 3-way stop at the intersection of Crosswinds Parkway and Backstays Loop. **INGALSBE/BORCHERDING**
8. Hold a public hearing with possible action to establish a 4-way stop at the intersection of Crosswinds Parkway and Bay Breeze Drive. **INGALSBE/BORCHERDING**
9. Hold a public hearing with possible action to install 2 new stop signs on Dacy Lane at the intersection with McCormick Avenue. **COHEN/BORCHERDING**

10. Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800689 in the amount of \$66,811.47 for Great Hills subdivision, Section 7. **INGALSBE/BORCHERDING**
11. Discussion and possible action to consider the release of the subdivision bond #41420699 in the amount of \$1,028,339.75, and the acceptance of the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 2. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Dripping Springs Independent School District and amend the budget accordingly. **SMITH**
2. Discussion and possible action to authorize addition of general and law enforcement liability coverage on two newly purchased unmanned aircraft. Additional premium through November 15, 2024 of \$1,817.00. **BECERRA/MILLER**
3. Discussion and possible action to authorize Celco Surveying to perform a follow-up boundary survey of the Sentinel Preserve for the amount of \$3,600.00 pursuant to Texas Government Code Chapter 2254, Professional and Consulting Services. **SHELL/T.CRUMLEY**
4. Discussion and possible action to accept an updated Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer at Old Bastrop Hwy and Cottonwood Creek, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **INGALSBE/MIKE JONES**
5. Discussion and possible action to authorize the Treasurer's Office to re-grade the Treasury Specialist (0078-001) Grade 115 to Financial Analyst I Grade 120 step 2, effective 03/12/24. **BECERRA/TENORIO**
6. Discussion and possible action to ratify the execution of Memorandums of Understanding (MOU) with Texas Emergency Management Assistance Team; authorize expenditures related to the Smokehouse Creek Fire in Amarillo, Texas and amend the budget accordingly. **BECERRA/MIKE JONES**
7. Discussion and possible action to authorize the County Judge to execute a Participation Agreement and Resolution with TexPool Investment Pools designating the District Clerk as an Authorized Representative for related trust accounts as authorized pursuant to Texas Local Government Code, Section 117.053. **BECERRA/ANDERSON**
8. Discussion and possible action regarding supporting a resolution establishing an exemption from Hays County Ad Valorem taxation, for all or part of the appraised value of real property used to operate a qualifying and licensed Child-Care Facility, pursuant to Texas Senate Bill 1145. **INGALSBE**
9. Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2025. **BECERRA/DORSETT**
10. Discussion and possible action on establishing Hays County branding standards and guidelines. **SMITH/MILLER**
11. Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and NFP Corporate Services (TX), LLC for Employee Benefits Financial Consulting Services pursuant to RFP 2024-P07. **BECERRA/MILLER**
12. Discussion and possible action to establish one new Community Outreach Specialist grade 116 for Commissioner Precinct 1 and Commissioner Precinct 2 utilizing ARPA Funding effective 3/12/24 and amend the budget accordingly. **INGALSBE/COHEN**
13. Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Hays County Mental Health Deputy Mohammad Zaqzouq regarding additional K-9 services to the Hays County Sheriff's Office for purposes of mental health initiatives and additional, related, therapy options. **INGALSBE/CUTLER**

14. Discussion and possible action authorizing the execution of a License and Service Agreement with Callyo 2009 Corp. valued at \$9,840.00 from the Sheriff Drug Forfeiture Funds; authorize a waiver to the purchasing policy and amend the budget accordingly. **SMITH/CUTLER**
15. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 with Deblin Health Concepts & Associates, LLC increasing the compensation cap from \$25,000 to \$45,000 related to mental health services for the County Court at Law Mental Health Speciality Court. **INGALSBE/COHEN/BROWN**
16. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement regarding the City of Kyle Tax Increment Reinvestment Zone (TIRZ) #6. **INGALSBE/COHEN**
17. Discussion and possible action to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 6 for a two-year term. **INGALSBE/COHEN**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to sections 551.071(2) and 551.072 of the Texas Government Code (consultation with attorney and deliberation regarding County-owned Right of Way within the corporate limits of the City of Dripping Springs, Texas. **SMITH**
3. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Office of Emergency Services. Possible discussion and/or action may follow in open court. **BECERRA/JONES**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Hillside Terrace in Pct. . Possible discussion and/or action may follow in open court. **COHEN**
5. 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 Journey, Project Forward Motion, and Project Huskey. Possible discussion and/or action may follow in open court. **BECERRA**

M.

STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **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 Assistant Director of Judicial Services Albert Sierra. **BECERRA**

N. ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 8th day of March, 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: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing Hays County as a StormReady county. **BECERRA/MIKE JONES**

Summary

See attached.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING HAYS COUNTY
AS A STORMREADY COMMUNITY**

WHEREAS, Hays County experiences weather-related disasters, causing personal and financial impact; and

WHEREAS, Hays County has proactively taken steps to prepare, respond, recover and mitigate future weather-related disasters; and

WHEREAS, The National Weather Service, under its WeatherReady Nation Program, has acknowledged these improvements and efforts to protect the citizens of Hays; and

WHEREAS, Hays County now qualifies as a StormReady Community;

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

The Hays County Office of Emergency Services accepts the designation of StormReady Community, publicly demonstrating a commitment to strengthen our local public safety program.

and that Hays County Office of Emergency Services encourages all residents, businesses and organizations of Hays County to take advantage of preparedness planning through information available through federal, state and local emergency management too include HaysInformed.com

ADOPTED THIS THE 12TH DAY OF MARCH 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**



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Ingalsbe

Agenda Item

Recognition of the Hays County Auditor's Office and County Auditor Marisol Villarreal-Alonzo for receiving the Certificate of Achievement for Excellence in Financial Reporting and the Award of Financial Reporting Achievement from the Government Finance Officers Association (GFOA). **INGALSBE/VILLARREAL-ALONZO**

Summary

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (ACFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story. This Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Attachments

Certificate of Achievement for Excellence in Financial Reporting

Award of Financial Reporting



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Hays County
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morill

Executive Director/CEO



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

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Marisol Villarreal-Alonzo

Auditor

Hays County, Texas



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

Executive Director

Christopher P. Morrill

Date: 12/1/2023



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

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Auditor's Office
Hays County, Texas



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

Executive Director

Christopher P. Morrill

Date: 12/1/2023



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

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of February 27, 2024. **BECERRA/CARDENAS**

Summary

Minutes attached.

Attachments

2/27/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES



FEBRUARY 27, 2024

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27th DAY OF FEBRUARY 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
LILLIAN GILLESPIE	DEPUTY COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. 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

Eva Ann Luckey made a public comment thanking David Peterson, Constable Precinct 1, for 35 years of service to Hays County. Dan Lyon made a public comment against change orders. Raymond Whisenant Jr. made a public comment thanking Constable Peterson for his service to Hays County. Rodrigo Amaya made a public comment concerning the county's hiring process.

Clerk's Note: Commissioner Smith arrived at 9:19 a.m. for the following proceedings:

Presentation of Hays County Employee Service and Retirement Awards.

Kim Jeter, Hays County Human Resources Manager, presented employees with service milestone and retirement awards. Eva Luckey and the court honored David Peterson, Constable Precinct 1, for 35 years of service to Hays County.

40017 Adopt a Proclamation recognizing Dorothy June Paddison as the 2024 Hays Youth Poet Laureate.

Dorothy June Paddison read two of her poems to the court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing Dorothy June Paddison as the 2024 Hays Youth Poet Laureate.

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

5 - 0 Passed - Unanimously

Presentation regarding the 2023 Hays County Judicial Services report.

Albert Sierra, Hays County Assistant Judicial Services Director, presented the July - December 2023 Bond Supervision report to the court and spoke about the progress of the program, including extended hours, a new website, home visits, grant applications, and the Pretrial Diversion Program. Jason Facundo, Hays County Judicial Services Supervisor, reviewed highlights from the report, including inmate release numbers, jail population numbers, and costs for housing inmates. The court thanked Sierra, Facundo, and all involved with this department for their work. Commissioner Cohen asked about the safety of home visits, and Sierra spoke about safety measures practiced. Commissioner Shell spoke about improvements in the jail population. Commissioner Smith thanked Commissioner Ingalsbe and Commissioner Shell for all the work they have put into this effort over the years. Judge Becerra spoke about the importance of pretrial services and the need to keep inmates housed in the county.

**40018 Approve payments of County invoices.**

A motion was made by Commissioner Ingalsbe, 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

40019 Approve the payment of Juror checks.

A motion was made by Commissioner Ingalsbe, 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

40020 Approve the payment of United Healthcare claims.

A motion was made by Commissioner Ingalsbe, 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

40021 Approve Commissioners Court Minutes of February 6, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of February 6, 2024.

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

5 - 0 Passed - Unanimously

40022 Approve Amended Commissioners Court Minutes of January 9, 2018 through October 30, 2018.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Amended Commissioners Court Minutes of January 9, 2018 through October 30, 2018.

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

5 - 0 Passed - Unanimously

40023 Approve the payment of the February 29, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective February 29, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the February 29, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective February 29, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

40024 Approve and confirm the appointment of Albert Herrera III as a regular full-time Deputy Constable in the Hays County Constable Precinct 1 Office.

David Peterson, Constable Precinct 1, spoke about Deputy Herrera's background and qualifications.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve and confirm the appointment of Albert Herrera III as a regular full-time Deputy Constable in the Hays County Constable Precinct 1 Office.



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

5 - 0 Passed - Unanimously

40025 Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 4.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 4.

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

5 - 0 Passed - Unanimously

40026 Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 3.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 3.

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

5 - 0 Passed - Unanimously

40027 Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from Hays County Constable's Office, Precinct 5.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from Hays County Constable's Office, Precinct 5.

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

5 - 0 Passed - Unanimously

40028 Approve out of state travel for Senior Deputy Anne Medina and Senior Deputy Madison Gish to attend the Pria Conference on March 4 - March 7, 2024 in Charleston, South Carolina.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out of state travel for Senior Deputy Anne Medina and Senior Deputy Madison Gish to attend the Pria Conference on March 4 - March 7, 2024 in Charleston, South Carolina.

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

5 - 0 Passed - Unanimously

40029 Approve out of state travel for Abigail Hajovsky and Joseph Bodin in the Information Technology Department to attend the Tyler Connect Conference on May 19-22, 2024 in Indianapolis, IN.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out of state travel for Abigail Hajovsky and Joseph Bodin in the Information Technology Department to attend the Tyler Connect Conference on May 19-22, 2024 in Indianapolis, IN.

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

5 - 0 Passed - Unanimously

40030 Approve the Cinco de Mayo Menudo Throwdown event on the courthouse grounds sponsored by Hill Country Cook-Off Association to be held on May 4, 2024, that shall include commercial vendors.

Dan Lyon made a public comment concerning the impact of events on the courthouse grounds.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the Cinco de Mayo Menudo Throwdown event on the courthouse grounds sponsored by Hill Country Cook-Off Association to be held on May 4, 2024, that shall include commercial vendors.



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

5 - 0 Passed - Unanimously

40031 Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on March 29, 2024 and amend the budget accordingly.

Dan Lyon made a public comment concerning event safety and its cost.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on March 29, 2024 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40032 Authorize payment to Teddy Morse's Cowboy Harley-Davidson in the amount of \$588.56 related to maintenance on the 2020 Harley Davidson for the Constable, Pct. 4 Office, in which no purchase order was issued as required per the Hays County Purchasing Policy.

Rodrigo Amaya made a public comment against the item. Commissioner Smith explained the additional cost of the item is for repairs, and the work is not being done in-county due to staff shortages.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Teddy Morse's Cowboy Harley-Davidson in the amount of \$588.56 related to maintenance on the 2020 Harley Davidson for the Constable, Pct. 4 Office, in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40033 Authorize Building Maintenance to have Security One install a new alarm security system at the Hays County Precinct 2 Building and authorize the County Judge to execute the Alarm System Monitoring Agreement authorizing a waiver to the purchasing policy.

Rodrigo Amaya made a public comment requesting clarification on the item and language in the backup. Tammy Crumley, Director of Countywide Operations, corrected a grammatical error in the backup documents.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Building Maintenance to have Security One install a new alarm security system at the Hays County Precinct 2 Building and authorize the County Judge to execute the Alarm System Monitoring Agreement authorizing a waiver to the purchasing policy.

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

5 - 0 Passed - Unanimously

40034 Authorize Building Maintenance to have Security One update the alarm system located at 2171 Yarrington with a wireless communicator and authorize the County Judge to execute the monitoring agreement authorizing a waiver to the purchasing policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Building Maintenance to have Security One update the alarm system located at 2171 Yarrington with a wireless communicator and authorize the County Judge to execute the monitoring agreement authorizing a waiver to the purchasing policy.

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

5 - 0 Passed - Unanimously

40035 Authorize the Building Maintenance Department to purchase one (1) replacement Dell Latitude 5540 Laptop with Docking valued at \$1,668.00 for the Facility Maintenance Manager and amend the budget accordingly.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Building Maintenance Department to purchase one (1) replacement Dell Latitude 5540 Laptop with Docking valued at \$1,668.00 for the Facility Maintenance Manager and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40036 Authorize the execution of an Interlocal Cooperation Contract between Hays County and the Department of Public Safety, related to the FTA program conducted pursuant to Chapter 706 of the Texas Transportation Code.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of an Interlocal Cooperation Contract between Hays County and the Department of Public Safety, related to the FTA program conducted pursuant to Chapter 706 of the Texas Transportation Code.

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

5 - 0 Passed - Unanimously

40037 Accept delivery of the Auditor's Office Quarterly and Annual Internal Examination Reports.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept delivery of the Auditor's Office Quarterly and Annual Internal Examination Reports.

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

5 - 0 Passed - Unanimously

40038 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

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

5 - 0 Passed - Unanimously

40039 Approve an increase of \$600.00 to the County Clerk Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve an increase of \$600.00 to the County Clerk Office change fund 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

40040 Authorize the Commissioner Pct. 2 Office to support Lehman High School within the Hays Consolidated Independent School District for expenses related to Run With The Pack 5k.

Dan Lyon made a public comment against the item. Rodrigo Amaya made a public comment concerning an error in the item backup. Commissioner Cohen stated this supports student athletes at Lehman High School and the funds come from her community budget.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Commissioner Pct. 2 Office to support Lehman High School within the Hays Consolidated Independent School District for expenses related to Run With The Pack 5k.

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

5 - 0 Passed - Unanimously



40041 Approve out-of-state travel for CECC Director Stephanie Robinson to attend the Tyler Connect Conference and Advisory Board Meetings on May 19-24, 2024 in Indianapolis, Indiana.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for CECC Director Stephanie Robinson to attend the Tyler Connect Conference and Advisory Board Meetings on May 19-24, 2024 in Indianapolis, Indiana.

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

5 - 0 Passed - Unanimously

40042 Approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code.

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

5 - 0 Passed - Unanimously

40043 Approve payment to AMG Printing & Mailing in the amount of \$48,458.22 for the Tax Office related to annual tax statements in which no purchase order was issued as required per the Hays County Purchasing Policy.

Rodrigo Amaya made a public comment against the item. Jenifer O'Kane, Hays County Tax Assessor-Collector, explained this was overlooked and there is a waiver to the purchasing policy for AMG Printing & Mailing.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payment to AMG Printing & Mailing in the amount of \$48,458.22 for the Tax Office related to annual tax statements in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40044 Approve payment to Nemo-Q in the amount of \$775.00 for the Tax Office related to Kiosk printer paper in which no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payment to Nemo-Q in the amount of \$775.00 for the Tax Office related to Kiosk printer paper in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40045 Ratify the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) for the Project Safe Neighborhoods Grant Program in the amount of \$940,718.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) for the Project Safe Neighborhoods Grant Program in the amount of \$940,718.00.

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

5 - 0 Passed - Unanimously

40046 Authorize Commissioner Precinct 3 to execute a letter of support for the Great Springs Project's grant application to the US Economic Development Agency's Planning and Local Technical Assistance Program.

Rodrigo Amaya made a public comment asking how this will improve evacuation routes. Commissioner Shell noted trails could increase routes. Judge Becerra stated he is working with the Emergency Services Director, Mike Jones, on emergency evacuation routes.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Commissioner Precinct 3 to execute a letter of support for the Great Springs Project's grant application to the US Economic Development Agency's Planning and Local Technical Assistance Program.

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

5 - 0 Passed - Unanimously

40047 Authorize the ratification of a grant application to the Texas Health and Human Services, Community Mental Health Grant Program in the amount of \$627,132.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the ratification of a grant application to the Texas Health and Human Services, Community Mental Health Grant Program in the amount of \$627,132.00.

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

5 - 0 Passed - Unanimously

40048 Ratify a grant application to the Office of the Governor requiring matching funds for a FY25 grant related to a Residential Substance Abuse Treatment Grant program in the amount of \$281,250.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify a grant application to the Office of the Governor requiring matching funds for a FY25 grant related to a Residential Substance Abuse Treatment Grant program in the amount of \$281,250.00.

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

5 - 0 Passed - Unanimously

40049 Authorize the acceptance of an additional \$50,000.00 in grant funding from the Texas Veterans Commission, General Assistance Program to support the Veterans County Service Office and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of an additional \$50,000.00 in grant funding from the Texas Veterans Commission, General Assistance Program to support the Veterans County Service Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40050 Authorize the submission of a grant application to the U.S. Department of Justice, The Bureau of Justice Assistance, Body-Worn Camera Grant Program for small, rural, and tribal law enforcement agencies. (SRT) in the amount of \$9,479.40.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the U.S. Department of Justice, The Bureau of Justice Assistance, Body-Worn Camera Grant Program for small, rural, and tribal law enforcement agencies. (SRT) in the amount of \$9,479.40.

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

5 - 0 Passed - Unanimously

40051 Amend the Transportation Department's budget for road-building materials valued at \$24,941.25 to receive approximately 225 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their FY 2024 County Assist Surplus Program and add to the department's inventory.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend the Transportation Department's budget for road-building materials valued at \$24,941.25 to receive approximately 225 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their FY 2024 County Assist Surplus Program and add to the department's inventory.



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

5 - 0 Passed - Unanimously

40052 Approve out-of-state travel for Records Program Administrator Kelsie Pina and Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on May 19-22, 2024, in Indianapolis, Indiana.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for Records Program Administrator Kelsie Pina and Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on May 19-22, 2024, in Indianapolis, Indiana.

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

5 - 0 Passed - Unanimously

40053 Approve out-of-state travel for Corporal Garrett Dominguez to attend Hostage Crisis Negotiations Level II on May 20-24, 2024, in Jacksonville, Florida.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for Corporal Garrett Dominguez to attend Hostage Crisis Negotiations Level II on May 20-24, 2024, in Jacksonville, Florida.

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

5 - 0 Passed - Unanimously

40054 Authorize the acceptance of a donation to the Sheriff's Office of \$4,278.10 for the purchase of law enforcement equipment and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of a donation to the Sheriff's Office of \$4,278.10 for the purchase of law enforcement equipment and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40055 Authorize payment to Panoramic Software Inc. in the amount of \$1,980 for Vetpro software licenses for the Veteran's Administration Office in which no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Panoramic Software Inc. in the amount of \$1,980 for Vetpro software licenses for the Veteran's Administration Office in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40056 Authorize the Jail Facility to replace a backflow enclosure where insurance proceeds were received totaling \$7,581.53 and amend the budget accordingly.

Rodrigo Amaya made a public comment requesting clarification on the item. Commissioner Ingalsbe explained this is for a protective cover to prevent equipment from freezing.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Jail Facility to replace a backflow enclosure where insurance proceeds were received totaling \$7,581.53 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40057 Authorize the execution of the FY 2024 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of the FY 2024 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40058 Authorize the execution of an agreement with LeadsOnline to purchase CellHawk a Cell Phone Mapping & Analysis System used by the Sheriff's Office for investigative purposes valued at \$4,579.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of an agreement with LeadsOnline to purchase CellHawk a Cell Phone Mapping & Analysis System used by the Sheriff's Office for investigative purposes valued at \$4,579.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40059 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

40060 Approve Specifications for RFP 2024-P08 Generator - Preventative Maintenance and Repair Services and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Specifications for RFP 2024-P08 Generator - Preventative Maintenance and Repair Services and authorize Purchasing to solicit for proposals and advertise.

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

5 - 0 Passed - Unanimously

40061 Accept the company name change for WSB & Associates Inc. dba WSB Engineers and Surveyors Inc. to WSB LLC.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the company name change for WSB & Associates Inc. dba WSB Engineers and Surveyors Inc. to WSB LLC.

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

5 - 0 Passed - Unanimously

40062 Authorize the Bail Bond Board to utilize budgeted funds to pay for Bail 101 Training and consumable items and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Bail Bond Board to utilize budgeted funds to pay for Bail 101 Training and consumable items and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40063 Approve payment in the amount of \$593.37 to AMG Printing & Mailing related to inspection forms for the Development Services Department where no purchase order was obtained per the Hays County Purchasing Policy.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payment in the amount of \$593.37 to AMG Printing & Mailing related to inspection forms for the Development Services Department where no purchase order was obtained per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40064 Authorize payment to Truck City Ford in the amount of \$2,470.41 for the Constable Pct. 2 Office related to needed repairs on the 2018 Ford Explorer in which no purchase order was issued as required per the Hays County Purchasing Policy.

Rodrigo Amaya made a public comment concerning the invoice date. Commissioner Cohen explained more repairs were needed than expected, which caused the delay.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Truck City Ford in the amount of \$2,470.41 for the Constable Pct. 2 Office related to needed repairs on the 2018 Ford Explorer in which no purchase order was issued as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

40065 Authorize the Constable Pct. 5 Office to utilize \$14,886.53 in insurance proceeds to replace a totaled 2016 Ford Explorer with a leased vehicle and amend the budget accordingly.

Rodrigo Amaya made a public comment requesting further information. Vickie Dorsett, Hays County Budget Officer, stated information on the other party involved in an accident would not be included in the agenda item backup. Commissioner Shell asked for clarification on the purchasing policy in situations where more funds are needed than initially expected. Stephanie Hunt, Hays County Purchasing Agent, explained a purchase order should always be done when costs exceed \$500. Judge Becerra noted the purchasing policy is currently being updated. Marisol Villarreal-Alonzo, Hays County Auditor, explained the auditing process for purchase orders and why they sometimes must go to Commissioners Court for approval.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Constable Pct. 5 Office to utilize \$14,886.53 in insurance proceeds to replace a totaled 2016 Ford Explorer with a leased vehicle and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40066 Accept the Fiscal Year 2022 Hays County Emergency Services District #7 Internal Examination Report per Texas Health and Safety Code 775.082 (e).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the Fiscal Year 2022 Hays County Emergency Services District #7 Internal Examination Report per Texas Health and Safety Code 775.082 (e).

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

5 - 0 Passed - Unanimously

40067 Adopt the attached Jury Selection Plan as recommended by the Hays County District Judges pursuant to Texas Government Code, Section 62.011.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt the attached Jury Selection Plan as recommended by the Hays County District Judges pursuant to Texas Government Code, Section 62.011.

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

5 - 0 Passed - Unanimously

40068 Approve the appointment of Jack Wylie to the board of the Hays County Child Protective Board, three-year term ending December 31, 2026.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Jack Wylie to the board of the Hays County Child Protective Board, three-year term ending December 31, 2026.

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

5 - 0 Passed - Unanimously

40069 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. 5 Office and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, 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. 5 Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40070 Discussion and possible action to authorize the execution of Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for the Darden Hill Road at Sawyer Ranch Roundabout project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly.

Commissioner Smith explained this project is in front of the new Cypress Springs Elementary and will accommodate for the construction of the second high school planned for Dripping Springs. Dan Lyon made a public comment against the item. Commissioner Smith spoke about the importance of truck aprons and the potential for future expansion around this roundabout.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for the Darden Hill Road at Sawyer Ranch Roundabout project in Precinct 4, as part of the 2016 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

40071 Discussion and possible action to authorize the execution of Contract Amendment No. 7 in the amount of \$25,000.00 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for professional design services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Commissioner Ingalsbe explained this will provide drainage mitigation alternatives which were determined necessary after flooding in the area. Dan Lyon made a public comment asking for the original contract price and completion date.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Contract Amendment No. 7 in the amount of \$25,000.00 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for professional design services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

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

5 - 0 Passed - Unanimously

40072 Discussion and possible action to consider the release of the maintenance bond #800131704 in the amount of \$159,343.74 for Headwaters at Barton Creek Ph.4-Sec. 2, Ph.4-Sec. 4, and Ph.5-Sec. 1 and the acceptance of roads and surface drainage improvements into the County Road Maintenance System.



A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the maintenance bond #800131704 in the amount of \$159,343.74 for Headwaters at Barton Creek Ph.4-Sec. 2, Ph.4-Sec. 4, and Ph.5-Sec. 1 and accept roads and surface drainage improvements into the County Road Maintenance System.

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

5 - 0 Passed - Unanimously

40073 Discussion and possible action to consider the release of the maintenance bond #800131707 in the amount of \$21,617.40 for Headwaters at Barton Creek Ph.4-Sec. 6 and the acceptance of roads and surface drainage improvements into the County Road Maintenance System.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the maintenance bond #800131707 in the amount of \$21,617.40 for Headwaters at Barton Creek Ph.4-Sec. 6 and accept roads and surface drainage improvements into the County Road Maintenance System.

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

5 - 0 Passed - Unanimously

40074 Discussion and possible action to call for a public hearing on March 12, 2024, to establish a 3-way stop at the intersection of Crosswinds Parkway and Backstays Loop.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on March 12, 2024, to establish a 3-way stop at the intersection of Crosswinds Parkway and Backstays Loop.

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

5 - 0 Passed - Unanimously

40075 Discussion and possible action to call for a public hearing on March 12, 2024, to establish a 4-way stop at the intersection of Crosswinds Parkway and Bay Breeze Drive.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on March 12, 2024, to establish a 4-way stop at the intersection of Crosswinds Parkway and Bay Breeze Drive.

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

5 - 0 Passed - Unanimously

40076 Discussion and possible action to call for a public hearing on March 12, 2024, to install 2 new stop signs on Dacy Lane at the intersection with McCormick Avenue.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to call for a public hearing on March 12, 2024, to install 2 new stop signs on Dacy Lane at the intersection with McCormick Avenue.

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

5 - 0 Passed - Unanimously

40077 PLN-2413-PC; Hold a Public Hearing, followed by discussion and possible action regarding The Cliffs of Onion Creek, Lot 1, Replat.

Judge Becerra opened the Public Hearing at 12:00 p.m. No comments were made. Judge Becerra closed the Public Hearing at 12:00 p.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 backup. Once the deficiencies are addressed, an administrative approval will be given before the item is brought back to court for certification.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to disapprove 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



40078 Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County, Texas; City of Dripping Springs, Texas; City of Woodcreek, Texas; The Watershed Association, and The Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP).

Commissioner Shell explained the Cypress Creek Watershed Protection Plan was previously funded by grants, and moving forward the Blanco River can be added to it. Tucker Furlow, Assistant Criminal District Attorney - Civil Division, noted the agenda item should read "City of Wimberly, Texas", not Dripping Springs. David Baker, Executive Director of the Watershed Association, spoke about the importance of monitoring and conserving water and collaboration between local governments. Jenna Walker, Meadows Center Director of Watershed Services, spoke in support of the item. Commissioner Shell spoke about the county's contribution to this partnership, including a new Watershed Coordinator position. Commissioner Ingalsbe thanked Commissioner Shell and the court for their dedication to conservation.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Agreement between Hays County, Texas; City of Wimberly, Texas; City of Woodcreek, Texas; The Watershed Association, and The Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP).

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

5 - 0 Passed - Unanimously

40079 Discussion and possible action to establish one (1) new Watershed Coordinator position with equipment in the Hays County Parks Department effective April 1, 2024 and amend the budget accordingly.

Commissioner Shell stated Human Resources and partners have given input on the position, and this will allow water issues across the entire county to be addressed.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to establish one (1) new Watershed Coordinator position with equipment in the Hays County Parks Department effective April 1, 2024 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

40080 Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the repair and reinstallation of the Windy Hill Master and Remote Flasher Pole; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7) (D) and amend the budget accordingly.

Dan Lyon made a public comment asking about the county's financial responsibility for this and how to avoid future damage. Mike Jones, Director of Emergency Services, stated they are working to relocate some flasher poles and install guardrails around poles that cannot be moved.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept a Proposal from Water & Earth Technologies (WET) related to the repair and reinstallation of the Windy Hill Master and Remote Flasher Pole; 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

40081 Discussion and possible action to approve a new Purchasing Specialist II, grade 118 with equipment in the Hays County Purchasing Office effective April 1, 2024 and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to approve a new Purchasing Specialist II, grade 118 with equipment in the Hays County Purchasing Office effective April 1, 2024 and amend the budget accordingly.



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

5 - 0 Passed - Unanimously

40082 Discussion and possible action to authorize the County Clerk's Office to re-grade the Probate Auditor I, grade 120 to a Probate Auditor III, grade 124 effective March 1, 2024.

Shari Miller, Director of Human Resources, stated the position classification has been reviewed by the Compensation Committee, and it was determined it needed to be re-graded due to the job duties.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Clerk's Office to re-grade the Probate Auditor I, grade 120 to a Probate Auditor III, grade 124 effective March 1, 2024.

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

5 - 0 Passed - Unanimously

Discussion regarding establishing an exemption from Hays County Ad Valorem taxation, for all or part of the appraised value of real property used to operate a qualifying and licensed Child-Care Facility, pursuant to Texas Senate Bill 1145.

Edward Bradley made a public comment in support of a tax exemption for child care facilities and spoke about the importance of early childhood education. Commissioner Ingalsbe shared information on Senate Bill 1145 and the requirements facilities must meet to qualify. Commissioner Cohen gave support for the exemption. The item will be brought back to court in March for possible action.

40083 Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contract with Choice Partners Cooperative for the 2024-2025 school year.

Stephanie Hunt, Hays County Purchasing Agent, corrected the year to 2024-2025 and noted this is a yearly contract for food at the jail.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contract with Choice Partners Cooperative for the 2024-2025 school year.

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

5 - 0 Passed - Unanimously

40084 Discussion and possible action to award a contract for RFP 2024-P07 Employee Benefits Financial Consulting Services to NFP Corporate Services (TX), LLC and authorize staff and the District Attorney, Civil Division to negotiate a contract.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to award a contract for RFP 2024-P07 Employee Benefits Financial Consulting Services to NFP Corporate Services (TX), 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

40085 Discussion and possible action to approve the 9-1-1 Addressing and Street Name Interlocal Agreement (ILA) between Hays County and the City of Niederwald.

Commissioner Ingalsbe stated this will provide 9-1-1 Addressing services to Niederwald.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the 9-1-1 Addressing and Street Name Interlocal Agreement (ILA) between Hays County and the City of Niederwald.

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

5 - 0 Passed - Unanimously



40086 Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Marcos Youth Services Bureau and amend the budget accordingly.

Commissioner Ingalsbe gave support for the San Marcos Youth Services Bureau, which provides education, mentorship, and life skill training to children ages 11-17.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Marcos Youth Services Bureau 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 #K-11 RE: *Discussion and possible action to authorize the County Judge to execute a Participation Agreement and Resolution with TexPool Investment Pools designating the District Clerk as an Authorized Representative for related trust accounts as authorized pursuant to Texas Local Government Code, Section 117.053. - WAS PULLED.*

40087 Discussion and possible action to authorize the County Judge to execute Task Order #5 to the Interlocal Master Agreement between Hays County and Texas State University executed on or about August 18, 2020 and amend the budget accordingly.

Dan Lyon made a public comment against the agreement. Commissioner Shell spoke about the agreement and budget details he added to the backup information.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Task Order #5 to the Interlocal Master Agreement between Hays County and Texas State University executed on or about August 18, 2020 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 11:05 a.m. and resumed back into open court at 11:13 a.m.

Clerk's Note: Executive Session began at 12:11 p.m. and resumed back into open court at 1:16 p.m.

Clerk's Note Agenda Item #M-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.*

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 Journey. 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, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Emily Mathes, Greater San Marcos Partnership Director of Business Development, and Mike Kamerlander, Greater San Marcos Partnership President/CEO. No action taken.

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 Forward Motion. 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, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, Emily Mathes, Greater San Marcos Partnership Director of Business Development, and Mike Kamerlander, Greater San Marcos Partnership President/CEO. No action taken.

40088 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the Hays County Tax Assessor Collector's Office. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, Vickie Dorsett, Hays County Budget Officer, Jenifer O'Kane, Hays County Tax Assessor-Collector, and Theresa Cruz, Assistant Tax Assessor-Collector.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to establish one new Tax Application Specialist, Grade 120, effective April 1, 2024, authorize Building Improvements to add work space in the Government Center Tax Office as discussed in Executive Session, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code consultation with counsel and deliberation regarding the purchase, exchange, lease and /or value of real property located in Precinct 2. 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, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Hays County Budget Officer, and Tammy Crumley, Director of Countywide Operations. No action taken.

40089 Executive Session pursuant to Sections 551.071 and 551.076 of the Texas Government Code regarding the deployment of security devices located at the Hays County Jail Facility. Possible discussion and/or action may follow in open court.

Those present in Executive Session were the Commissioners Court, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Shari Miller, Director of Human Resources, Gary Cutler, Hays County Sheriff, Mike Davenport, Hays County Sheriff's Office Chief Deputy, John Saenz, Captain of the Hays County Corrections Bureau, Vickie Dorsett, Hays County Budget Officer, and Stephanie Hunt, Hays County Purchasing Agent.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Sheriff's Office to accept proposals from Cornerstone Inc. related to upgraded security devices at the Hays County Jail, authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024(a)(7)(D), as discussed in Executive Session, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #N-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 521 for the week of February 18, 2024, with a peak of 534 inmates on February 21, 2024. The estimated cost for outsourcing inmates this week was \$167,644. The average number of outsourced males is 250 and females is 7. 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 36.

Clerk's Note Agenda Item #N-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 #N-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 #N-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 #N-6 RE: Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Assistant Director of Judicial Services Albert Sierra. - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 1:19 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 FEBRUARY 27, 2024.




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
2/27/2024	40017	Adopt a Proclamation recognizing Dorothy June Paddison as the 2024 Hays Youth Poet Laureate.	Y	Y	Y	Y	Y
2/27/2024	40018	Approve payments of County Invoices.	Y	Y	Y	Y	Y
2/27/2024	40019	Approve the payment of juror checks.	Y	Y	Y	Y	Y
2/27/2024	40020	Approve the payment of United Healthcare claims.	Y	Y	Y	Y	Y
2/27/2024	40021	Approve Commissioners Court Minutes of February 6, 2024.	Y	Y	Y	Y	Y
2/27/2024	40022	Approve Amended Commissioners Court Minutes of January 9, 2018 through October 30, 2018.	Y	Y	Y	Y	Y
2/27/2024	40023	Approve the payment of the February 29, 2024 payroll disbursements in an amount not to exceed \$5,200,000.00 effective February 29, 2024 and post totals for wages, with-holdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
2/27/2024	40024	Approve and confirm the appointment of Albert Herrera III as a regular full-time Deputy Constable in the Hays County Constable Precinct 1 Office.	Y	Y	Y	Y	Y
2/27/2024	40025	Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 4.	Y	Y	Y	Y	Y
2/27/2024	40026	Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 1.	Y	Y	Y	Y	Y
2/27/2024	40027	Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from Hays County Constable's Office, Precinct 5.	Y	Y	Y	Y	Y
2/27/2024	40028	Approve out of state travel for Senior Deputy Anne Medina and Senior Deputy Madison Gish to attend the Pria Conference on March 4 - March 7, 2024 in Charleston, South Carolina.	Y	Y	Y	Y	Y
2/27/2024	40029	Approve out of state travel for Abigail Hujovsky and Joseph Bodin in the Information Technology Department to attend the Tyler Connect Conference on May 19-22, 2024 in Indianapolis, IN.	Y	Y	Y	Y	Y
2/27/2024	40030	Approve the Cinco de Mayo Menuudo Throwdown event on the courthouse grounds sponsored by Hill Country Cook-Off Association to be held on May 4, 2024, that shall include commercial vendors.	Y	Y	Y	Y	Y
2/27/2024	40031	Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on March 29, 2024 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40032	Authorize payment to Teddy Minor's Cowboy Harley Davidson in the amount of \$588.56 related to maintenance on the 2020 Harley Davidson for the Constable, Pct. 4 Office, in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40033	Authorize Building Maintenance to have Security One install a new alarm security system at the Hays County Precinct 2 Building and authorize the County Judge to execute the Alarm System Monitoring Agreement authorizing a waiver to the purchasing policy.	Y	Y	Y	Y	Y
2/27/2024	40034	Authorize Building Maintenance to have Security One update the alarm system located at 2172 Tarrington with a wireless communicator and authorize the County Judge to execute the monitoring agreement authorizing a waiver to the purchasing policy.	Y	Y	Y	Y	Y
2/27/2024	40035	Authorize the Building Maintenance Department to purchase one (1) replacement Dell Latitude 5540 Laptop with pricing valued at \$1,668.00 for the Facility Maintenance Manager and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40036	Authorize the execution of an Interlocal Cooperation Contract between Hays County and the Department of Public Safety, related to the FTA program conducted pursuant to Chapter 706 of the Texas Transportation Code.	Y	Y	Y	Y	Y
2/27/2024	40037	Accept delivery of the Auditor's Office Quarterly and Annual Internal Examination Reports.	Y	Y	Y	Y	Y
2/27/2024	40038	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.	Y	Y	Y	Y	Y
2/27/2024	40039	Approve an increase of \$600.00 to the County Clerk Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).	Y	Y	Y	Y	Y
2/27/2024	40040	Authorize the Commissioner Pct. 2 Office to support Lehman High School within the Hays Consolidated Independent School District for expenses related to Run With The Pack 5k.	Y	Y	Y	Y	Y
2/27/2024	40041	Approve out-of-state travel for CEC Director Stephanie Robinson to attend the Tyler Connect Conference and Advisory Board Meetings on May 19-24, 2024 in Indianapolis, Indiana.	Y	Y	Y	Y	Y
2/27/2024	40042	Approve the filing of Tax Assessor-Collector Jennifer O'Kane's Continuing Education Transcript as required by Section 6.23 (d) of the Texas Property Tax Code.	Y	Y	Y	Y	Y
2/27/2024	40043	Approve payment to AMG Printing & Mailing in the amount of \$48,458.22 for the Tax Office related to annual tax statements in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40044	Approve payment to Nemo-CI in the amount of \$775.00 for the Tax Office related to Kiosk printer paper in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40045	Ratify the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) for the Project Safe Neighborhoods Grant Program in the amount of \$940,718.00.	Y	Y	Y	Y	Y
2/27/2024	40046	Authorize Commissioner Precinct 1 to execute a letter of support for the Grant Springs Project's grant application to the US Economic Development Agency's Planning and Local Technical Assistance Program.	Y	Y	Y	Y	Y
2/27/2024	40047	Authorize the ratification of a grant application to the Texas Health and Human Services, Community Mental Health Grant Program in the amount of \$627,137.00.	Y	Y	Y	Y	Y
2/27/2024	40048	Ratify a grant application to the Office of the Governor requiring matching funds for a FY25 grant related to a Residential Substance Abuse Treatment Grant program in the amount of \$281,250.00.	Y	Y	Y	Y	Y
2/27/2024	40049	Authorize the acceptance of an additional \$50,000.00 in grant funding from the Texas Veterans Commission, General Assistance Program to support the Veterans County Service Office and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40050	Authorize the submission of a grant application to the U.S. Department of Justice, The Bureau of Justice Assistance, Body-Worn Camera Grant Program for small, rural, and tribal law enforcement agencies, (SRT) in the amount of \$9,479.40.	Y	Y	Y	Y	Y
2/27/2024	40051	Amend the Transportation Department's budget for road-building materials valued at \$24,941.25 to receive approximately 25 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their FY 2024 County Assist Surplus Program and add to the department's inventory.	Y	Y	Y	Y	Y
2/27/2024	40052	Approve out-of-state travel for Records Program Administrator Kelsie Pina and Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on May 19-22, 2024, in Indianapolis, Indiana.	Y	Y	Y	Y	Y
2/27/2024	40053	Approve out of state travel for Corporal Garrett Dominguez to attend Hostage Crisis Negotiations Level II on May 20-24, 2024, in Jacksonville, Florida.	Y	Y	Y	Y	Y
2/27/2024	40054	Authorize the acceptance of a donation to the Sheriff's Office of \$4,278.10 for the purchase of law enforcement equipment and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40055	Authorize payment to Panoramic Software Inc. in the amount of \$1,980 for Vetpro software licenses for the Veteran's Administration Office in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40056	Authorize the Jail Facility to replace a backflow enclosure where insurance proceeds were received totaling \$7,581.58 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40057	Authorize the execution of the FY 2024 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDEF) and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40058	Authorize the execution of an agreement with LeadsOnline to purchase CellHawk a Cell Phone Mapping & Analysis System used by the Sheriff's Office for investigative purposes valued at \$4,579.00 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40059	Approve Utility Permits.	Y	Y	Y	Y	Y
2/27/2024	40060	Approve Specifications for RFP 2024-P08 Generator - Preventative Maintenance and Repair Services and authorize Purchasing to solicit for proposals and advertise.	Y	Y	Y	Y	Y
2/27/2024	40061	Accept the company name change for WSB & Associates Inc. dba WSB Engineers and Surveyors Inc. to WSB LLC.	Y	Y	Y	Y	Y
2/27/2024	40062	Authorize the Ball Bond Board to utilize budgeted funds to pay for Ball 101 Training and consumable items and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40063	Approve payment in the amount of \$593.37 to AMG Printing & Mailing related to inspection forms for the Development Services Department where no purchase order was obtained per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40064	Authorize payment to Truck City Ford in the amount of \$2,470.41 for the Constable Pct. 2 Office related to needed repairs on the 2018 Ford Explorer in which no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/27/2024	40065	Authorize the Constable Pct. 5 Office to utilize \$14,886.53 in insurance proceeds to replace a totaled 2016 Ford Explorer with a leased vehicle and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40066	Accept the Fiscal Year 2022 Hays County Emergency Services District #7 Internal Examination Report per Texas Health and Safety Code 775.082 (a).	Y	Y	Y	Y	Y
2/27/2024	40067	Adopt the attached Jury Selection Plan as recommended by the Hays County District Judges pursuant to Texas Government Code Section 62.011.	Y	Y	Y	Y	Y
2/27/2024	40068	Approve the appointment of Jack Wylie to the board of the Hays County Child Protective Board, three-year term ending December 31, 2026.	Y	Y	Y	Y	Y
2/27/2024	40069	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. 5 Office and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40070	Authorize the execution of Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for the Darden Hill Road at Sawyer Ranch Roundabout project in Precinct 4, as part of the 2016 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
2/27/2024	40071	Authorize the execution of Contract Amendment No. 7 in the amount of \$25,000.00 to the Professional Services Agreement between Hays County and LIA Engineering, Inc. for professional design services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).	Y	Y	Y	Y	Y
2/27/2024	40072	Release the maintenance bond #800131704 in the amount of \$159,343.74 for Headwaters at Barton Creek Ph.4-Sec. 2, Ph.4-Sec. 4, and Ph.5-Sec. 1 and accept roads and surface drainage improvements into the County Road Maintenance System.	Y	Y	Y	Y	Y
2/27/2024	40073	Release the maintenance bond #800131707 in the amount of \$21,617.40 for Headwaters at Barton Creek Ph.4-Sec. 6 and accept roads and surface drainage improvements into the County Road Maintenance System.	Y	Y	Y	Y	Y
2/27/2024	40074	Call for a public hearing on March 12, 2024, to establish a 3-way stop at the intersection of Crosswinds Parkway and Backstays Loop.	Y	Y	Y	Y	Y
2/27/2024	40075	Call for a public hearing on March 12, 2024, to establish a 4-way stop at the intersection of Crosswinds Parkway and Bay Breeze Drive.	Y	Y	Y	Y	Y
2/27/2024	40076	Call for a public hearing on March 12, 2024, to install 2 new stop signs on Dacy Lane at the intersection with McCormick Avenue.	Y	Y	Y	Y	Y
2/27/2024	40077	Disapprove The Gifts of Dixon Creek, Lot 1, Replat (PHN-2413-PC).	Y	Y	Y	Y	Y
2/27/2024	40078	Authorize the County Judge to execute an Interlocal Agreement between Hays County, Texas; City of Wimberley, Texas; City of Woodcreek, Texas; The Watershed Association, and The Meadows Center for Water and the Environment, for the implementation of the Blanco Cypress Watershed Protection Plan (BCWPP).	Y	Y	Y	Y	Y
2/27/2024	40079	Establish one (1) new Watershed Coordinator position with equipment in the Hays County Parks Department effective April 1, 2024 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40080	Accept a Proposal from Water & Earth Technologies (WET) related to the repair and reinstallation of the Windy Hill Master and Remote Flusher Pole, 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
2/27/2024	40081	Approve a new Purchasing Specialist II, grade 118 with equipment in the Hays County Purchasing Office effective April 1, 2024 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40082	Authorize the County Clerk's Office to re-grade the Probate Auditor I, grade 120 to a Probate Auditor III, grade 124 effective March 1, 2024.	Y	Y	Y	Y	Y
2/27/2024	40083	Execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contract with Choice Partners Cooperative for the 2024-20252 school year.	Y	Y	Y	Y	Y
2/27/2024	40084	Award a contract for RFP 2024-P07 Employee Benefits Financial Consulting Services to NFP Corporate Services (TX), LLC and authorize staff and the District Attorney, Civil Division to negotiate a contract.	Y	Y	Y	Y	Y
2/27/2024	40085	Approve the 9-1-1 Addressing and Street Name Interlocal Agreement (IA) between Hays County and the City of Niederwald.	Y	Y	Y	Y	Y
2/27/2024	40086	Authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Antonio Youth Services Bureau and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40087	Authorize the County Judge to execute Task Order #5 to the Interlocal Master Agreement between Hays County and Texas State University executed on or about August 18, 2020 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40088	Establish one new Tax Application Specialist, Grade 120, effective April 1, 2024, authorize Building Improvements to add work space in the Government Center Tax Office as discussed in Executive Session, and amend the budget accordingly.	Y	Y	Y	Y	Y
2/27/2024	40089	Authorize the Sheriff's Office to accept proposals from Cornerstone Inc. related to upgraded security devices at the Hays County Jail, authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024(a)(7)(D), as discussed in Executive Session, and amend the budget accordingly.	Y	Y	Y	Y	Y



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

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the March 15, 2024 payroll disbursements in an amount not to exceed \$4,300,000.00 effective March 15, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

David Peterson, Constable Pct 1

Sponsor:

Commissioner Ingalsbe

Agenda Item

Accept the 2023 Racial Profiling Report and the 2023 Annual Activity Report from the Hays County Constable's Office, Precinct 1. **INGALSBE/PETERSON**

Summary

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

Attachments

Report

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 1
Reporting Date: 02/28/2024
TCOLE Agency Number: 209101

Chief Administrator: DAVID L. PETERSON

Agency Contact Information:
Phone: (512) 393-7730
Email: dpeterson@co.hays.tx.us

Mailing Address:
712 S STAGECOACH TRL STE 2210
SAN MARCOS, TX 78666-6257

This Agency filed a full report

HAYS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c).

Code of Criminal Procedure during the reporting period.

Executed by: DAVID L. PETERSON
Constable

Date: 02/28/2024

Total stops: 114

Street address or approximate location of the stop

City street	52
US highway	50
County road	12
State highway	0
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	114

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	10
White	66
Hispanic / Latino	33

Gender

Female	44
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	3
White	26
Hispanic / Latino	13
Male	70
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	7
White	39
Hispanic / Latino	21

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	114
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	10
White	66
Hispanic / Latino	33
Vehicle traffic violation	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Was a search conducted?	
Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
No	113
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	10
White	66
Hispanic / Latino	32
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0			
Contraband	1			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	1			
Probable	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Inventory	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Incident to arrest	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Was Contraband discovered?				
Yes	1	Did the finding result in arrest?		
		(total should equal previous column)		
Alaska Native / American Indian	0	Yes	0	No 0
Asian / Pacific Islander	0	Yes	0	No 0
Black	0	Yes	0	No 0
White	0	Yes	0	No 0
Hispanic / Latino	1	Yes	0	No 1
No	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			

Description of contraband

Drugs	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
-----------------------	----------

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	59
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	34
Hispanic / Latino	15
Citation	55
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	2
White	32
Hispanic / Latino	18
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	114
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	10
White	66
Hispanic / Latino	33

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 1

01. Total Traffic Stops:	114	
02. Location of Stop:		
a. City Street	52	45.61%
b. US Highway	50	43.86%
c. County Road	12	10.53%
d. State Highway	0	0.00%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	114	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	5	4.39%
c. Black	10	8.77%
d. White	66	57.89%
e. Hispanic/ Latino	33	28.95%
05. Gender:		
a. Female	44	38.60%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.75%
iii. Black	3	2.63%
iv. White	26	22.81%
v. Hispanic/ Latino	13	11.40%
b. Male	70	61.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	2.63%
iii. Black	7	6.14%
iv. White	39	34.21%
v. Hispanic/ Latino	21	18.42%
06. Reason for Stop:		
a. Violation of Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	

Racial Profiling Analysis Report

iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

c. Moving Traffic Violation	114	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	4.39%
iii. Black	10	8.77%
iv. White	66	57.89%
v. Hispanic/ Latino	33	28.95%

d. Vehicle Traffic Violation	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

07. Was a Search Conducted:

a. NO	113	99.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	4.42%
iii. Black	10	8.85%
iv. White	66	58.41%
v. Hispanic/ Latino	32	28.32%
b. YES	1	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

08. Reason for Search:

a. Consent	0	0.00%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	1	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	1	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	1	100.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	1	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	59	51.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.39%
iii. Black	8	13.56%
iv. White	34	57.63%
v. Hispanic/ Latino	15	25.42%
c. Citation	55	48.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	5.45%
iii. Black	2	3.64%
iv. White	32	58.18%
v. Hispanic/ Latino	18	32.73%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	114	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	4.39%
iii. Black	10	8.77%
iv. White	66	57.89%
v. Hispanic/ Latino	33	28.95%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	0
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REPORT DATE COMPILED 02/28/2024



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

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item

Accept the 2023 Racial Profiling Report for the Hays County Sheriff's Office. **SHELL/CUTLER**

Summary

The report is attached.

Attachments

2023 Racial Profiling Report

MIKE DAVENPORT
Chief Deputy

MARK CUMBERLAND
Captain – Support Services

SHANE SMITH
Captain – Law Enforcement



JOHN SAENZ
Captain – Corrections

JULISSA VILLALPANDO
Captain – Corrections

GARY CUTLER
HAYS COUNTY SHERIFF

810 S. Stagecoach Trail
San Marcos, Texas 78666
512-393-7800

February 21, 2024

County Judge Ruben Becerra
Hays County Commissioners Court

Judge Ruben Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2023. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in blue ink that reads "Gary Cutler". The signature is stylized with a large "G" and "C".

Gary Cutler
Sheriff

HAYS COUNTY SHERIFF'S OFFICE



RACIAL PROFILING ANNUAL REPORT 2023

Report Prepared By:

Robert Wojtanowicz, Strategic Analyst Supervisor

INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2023 through December 31, 2023. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software as well as an agency created database. The data was entered by HCSO deputies while conducting motor vehicle stops.

BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
 - Adopt a detailed written policy prohibiting racial profiling
 - Provide information and education on the complaint and compliment procedures
- Article 2.133
 - Collect specific data on each motor vehicle stop conducted
- Article 2.134
 - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the following race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 7,177 motor vehicle stops in 2023. The following tables detail several categories of reporting data required by TCCP Article 2.134:

TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER

RACE	FEMALE	% FEMALE	MALE	% MALE	TOTAL	% TOTAL
A	50	2%	109	2%	159	2%
B	165	7%	373	8%	538	7%
H	535	23%	1,498	31%	2033	28%
I	8	<1%	44	<1%	52	<1%
W	1,613	68%	2,782	58%	4,395	61%
Grand Total	2,371	100%	4,806	100%	7,177	100%

TABLE 2. REASON FOR STOP

RACE	MOVING TRAFFIC VIOLATION	PREEXISTING KNOWLEDGE	VEHICLE TRAFFIC VIOLATION	VIOLATION OF LAW	TOTAL	% TOTAL
A	125	0	33	1	159	2%
B	296	7	215	20	538	7%
H	1105	19	809	100	2033	28%
I	33	0	14	5	52	<1%
W	2589	39	1558	209	4395	61%
Grand Total	4148	65	2629	335	7177	100%

Fifty eight percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at thirty seven percent.

TABLE 3. RESULT OF STOP

RACE	ARREST	ARREST %	CITATION	CITATION %	CITATION AND ARREST	CITATION & ARREST %	VERBAL WARNING	VERBAL WARNING %	WRITTEN WARNING	WRITTEN WARNING %	WRITTEN WARNING AND ARREST	WRITTEN WARNING & ARREST %
A	0	0%	13	1%	0	0%	144	2%	2	1%	0	0%
B	8	10%	41	4%	0	0%	479	8%	10	7%	0	0%
H	30	37%	334	36%	3	75%	1641	27%	24	18%	1	50%
I	0	0%	6	1%	0	0%	46	1%	0	0%	0	0%
W	44	54%	535	58%	1	25%	3716	62%	98	73%	1	50%

One percent of all traffic stops resulted in arrest, thirteen percent with a citation and over eighty six percent with a warning.

TABLE 4. SEARCH – CONSENT V. NON-CONSENT

RACE	CONSENT SEARCH	% CONSENT SEARCH	NON-CONSENT SEARCH	% NON-CONSENT SEARCH
A	2	6%	1	< 1%
B	3	9%	32	11%
H	10	29%	100	34%
I	0	0%	0	0%
W	20	57%	162	55%
Grand Total	35	100%	295	100%

HCSO conducted 330 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

TABLE 5. CONTRABAND HIT

RACE	TOTAL SEARCHES	TOTAL HITS	HIT RATE
A	3	2	66%
B	35	24	69%
H	110	75	68%
I	0	0	-
W	182	129	71%
Grand Total	330	230	70%

A contraband hit occurs when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

TABLE 6. USE OF FORCE

RACE	USE OF FORCE - BODILY INJURY
A	0
B	0
H	0
I	0
W	0
Grand Total	0

The Hays County Sheriff's Office did not use force that resulted in injury in any stops.

COMPLAINTS

HCSO did not receive any complaints of racial profiling in 2023.

PUBLIC EDUCATION

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

POLICY ADOPTION

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act, and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

SUMMARY

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance with all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to purchase from Grainger one (1) KABA Push Button Lock for the Elections / IT Building in the amount of \$669.77 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

Building Maintenance needs to purchase and install one KABA Push Button Lock with key override for the Elections / IT Building. Building Maintenance has obtained a quote from Grainger under Sourcewell contract #121218-WWG and funding for this purchase has been identified in the Building Maintenance operating budget.

Fiscal Impact:

Amount Requested: \$669.77

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$670 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$670) - Decrease Building Maintenance & Repair 001-695-00.5451

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Sourcewell Contract 121218-WWG

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Grainger Quote



100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Customer Information

HAYS COUNTY SHERIFF
1305 UHLAND RD
SAN MARCOS TX 78666-8217

Billing Information

HAYS COUNTY
712 S STAGECOACH TRL STE 1071
SAN MARCOS TX 78666-6247

Shipping Information

HAYS COUNTY
712 S STAGECOACH TRL
SAN MARCOS TX 78666-5999

Quotation

Information

Grainger Quote Number	2057111078
Quote Start Date	02/27/2024
Quote Expiration Date	03/27/2024
Creation Date	02/27/2024
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	812436566
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	CHRIS DEICHMANN
Telephone Number	5123937659
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB DESTINATION
Freight Terms:	Prepaid + Fee
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Sourcewell #121218-WWG

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	4YF92	Push Button Lock,Entry,Key Override Manufacturer: KABA Part Number: LR-1021-B-26D-41 Carrier: Origin: MX		1.00	EA	669.77	669.77
Sub Total							669.77
Estimated Shipping							0.00
Estimated Other Shipping							0.00



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information	
Grainger Quote Number	2057111078
Creation Date	02/27/2024
Customer Number	812436566
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
Total USD							\$ 669.77
Thank you for the opportunity to provide this quotation.							
Please reference our Grainger quote number when you are ready to place your order.							
Any changes to the products and/or quantities identified in the quotation may result in different pricing.							
Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.							
This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale .							



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Hill Country Human Resources Management Association for five registrations on the same date to an Employment Law Conference in the amount of \$139.00 each where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/MILLER**

Summary:

Five members of the Human Resources staff individually registered for an Employment Law Conference on the same date for a grand total of \$695.00. A purchase order was not requested prior to the registrations.

Fiscal Impact:

Amount Requested: \$695.00

Line Item Number: 001-677-00.5551 Cont Ed

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: no PO obtain prior to services being requested.

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Hill Country HR Mgmt. Assoc. Invoices



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MANAGEMENT ASSOCIATION
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[Back](#)

INVOICE #03139

INVOICE DETAILS

Balance due \$0.00

Amount \$139.00

\$139.00 paid on Thursday, February 15, 2024

Invoice # 03139

Date Thursday, February 15, 2024

Origin Event registration

Employment Law Conference (Half-day) (McKenna Center, 801 W. San Antonio, New Braunfels)

Invoiced to Kayla Doyel, Hays County
kayla.doyel@co.hays.tx.us

001-677-00.5551
cont Ed

ok
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2/15/24
HRec



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[Back](#)

INVOICE #03138

Payment successful

INVOICE DETAILS

Balance due \$0.00

*Melanie
Munoz
invoice
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MANAGEMENT ASSOCIATION
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[Back](#)

INVOICE #03135

Payment successful

INVOICE DETAILS

Balance due \$0.00

Amount \$139.00

\$139.00 paid on Thursday, February 15, 2024

Invoice # 03135

Date Thursday, February 15, 2024

Origin Event registration

Employment Law Conference (Half-day) (McKenna Center, 801 W. San Antonio, New Braunfels)

Invoiced to Mariah Pacheco, Hays County
mariah.pacheco@co.hays.tx.us

001-677-00.555/
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2/15/24
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INVOICE #03134

INVOICE DETAILS

Balance due \$0.00

Amount \$139.00
\$139.00 paid on Thursday, February 15, 2024

Invoice # 03134

Date Thursday, February 15, 2024

Origin Event registration
Employment Law Conference (Half-day) (McKenna Center, 801 W. San Antonio, New Braunfels)

Invoiced to Kim Jeter, www.hayscountytexas.com
kim.jeter@co.hays.tx.us

Item

Amount

Registration for "Employment Law Conference (Half-day)" (Wednesday, May 01, 2024 12:30 PM - 5:00 PM, McKenna Center, 801 W. San Antonio, New Braunfels), Member - Early Registration thru

\$139.00



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INVOICE #03140

INVOICE DETAILS

Balance due \$0.00

Amount \$139.00

\$139.00 paid on Thursday, February 15, 2024

Invoice # 03140

Date Thursday, February 15, 2024

Origin Event registration

Employment Law Conference (Half-day) (McKenna Center, 801 W. San Antonio, New Braunfels)

Invoiced to Isacc Ramirez, Hays County Government Center
isacc.ramirez@co.hays.tx.us

001-677-00,5551
Cont Ed

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2/15/24
HD 11, 1/2



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Precinct 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students and staff. **INGALSBE**

Summary:

The Commissioner Precinct 1 Office would like to provide sponsorship funding to Rodriguez Elementary for student and staff activities, such as student field trips, administration and teacher appreciation luncheons and end of the school year perfect attendance celebration to be held at Rodriguez Elementary, 1481 Esplanade Parkway, San Marcos, in the 2024 school year.

Objectives are:

- Uplift students and staff.
- Create and strengthen student and staff bonds.
- Acknowledge students that have not missed any days during the school year.
- Provide memorable experiences to students and staff.
- Show appreciation to administration and teachers.

Attachment: Rodriguez Elementary Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

Fiscal Impact:

Amount Requested: \$250

Line Item Number: 001-601-00.5353 - Community Program Expenses

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

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?: N/A

Comments:

Attachments

Rodriguez Elementary Sponsorship Letter



Greetings ,

My name is Barbara Montana, Parent Liaison at Rodriguez Elementary School. We are back and hitting the ground running for this amazing second semester of 2023/2024 school year.

There are many great things in the works planned to uplift our students and staff. We need your assistance to make these events successful. Any donation is greatly appreciated. Please see the list of activities we have planned for the remainder of this year:

February 27th Bobcat Buddy field trip to see Mentors basketball game. We will provide dinner/ pizza and drinks before we head out to see them play.

March [lunch for teachers](#)

March 19th Bobcat buddy field trip to see our baseball mentors out on the field. We will be providing them with pizza and drinks before we head out.

April 12th End of year Bobcat buddy party we would like to have tshirts made for the mentees and provide lunch and dessert for them to eat together. This will be the last lunch due to testing.

April 24 Admin lunch

May 2nd - 6th: [Teacher Appreciation Week](#)

Teachers are celebrated daily. We would like to offer them the following:

Monday: Breakfast tacos/ lunch

Tuesday: -----

Wednesday: Sweet bread coffee or breakfast tacos / lunch

Thursday: -----

Friday: Cup of fruit/ chamoy and aqua frescas

May 17th Andretti field trip for all students who had perfect attendance all year.

May 20th Senior walk through we would love to have a breakfast table for them after they do their walk through.

May 22th: End of Year Perfect Attendance Celebration

This is a fun way to acknowledge the students that have not missed any days during the school year. The kids are given a snack and entered in a live drawing for amazing prizes. We are hoping to get donations of toys, Legos, Barbies, puzzles, Nintendo Switch etc.

Heart Cart

I go around weekly with snacks for teachers on Fridays to thank them for a great week. Our teachers really appreciate this gesture of kindness. This is something that we would like to continue. Any donations of snacks and drinks will allow our campus to show our teachers love.

Anything that is donated is greatly appreciated by all of our students and staff. Thank you for your time and consideration. If you have any questions please give me a call. I look forward to hearing from you and continuing our amazing partnership.

Barbara Montana

Parent Liaison

512.757.8862

Barbara.montana@smcisd.net



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. **BECERRA/MILLER**

Summary:

Fiscal Impact:

Amount Requested: \$5,305 based on 1,061 employees with access to county computers
Line Item Number: 001-677-00.5332 Safety Training and Supplies

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Approved vendor per the Texas Department of Information Resources

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

2024 Cybersecurity Enrollment Form

TEXAS ASSOCIATION *of* COUNTIES



Cybersecurity Course Enrollment Form for Counties

Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a cybersecurity course that has been certified by DIR and fulfills the requirements of the law. This course is available to counties for an annual fee of \$5 per user.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return it via email to SecurityTraining@county.org** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2024. Enrollment is available on a rolling basis through July 31, 2024.

Printed Name

Ruben Becerra

County Name

HaysCounty

Authorized Signature

Date

Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: MelanieMunoz

Email of Administrator: melanie.munoz@co.hays.tx.us

Phone Number of Administrator: 512-393-2232

Position/Office of Administrator: RiskManager

County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: JeffMcGill

Email of Registrant: jeff.mcgill@co.hays.tx.us

Phone Number of Registrant: 512-393-2841

Billing Contact (Required)

TAC will send an invoice in the amount of \$5 per user to the contact below. The number of users will be based on the highest number of users added to the platform between the time that your county completed enrollment and October 2024. Users who are added and later deleted will still be accounted for when billing. The invoice is due upon receipt.

Name of Contact: ShariMiller

Email of Contact: shari.miller@co.hays.tx.us

Phone Number of Contact: 512-393-2245

Position/Office of Contact: HRDirector

Mailing Address: 712S.StagecoachTrail,Suite1063,SanMarcos,Tx78666

Preferred Delivery Method (Email/Mail): email

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: ShariMiller

Email of Administrator: shari.miller@co.hays.tx.us

Phone Number of Administrator: 512-393-2245

Position/Office of Administrator: HRDirector

Additional Course Administrators (Optional)

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute the 2024 annual renewal agreement between Hays County Building Maintenance and Johnson Controls Inc., in the amount of \$11,772.00 for the preventative maintenance and repairs of the County's remote access thermostat system. **SHELL/T.CRUMLEY**

Summary:

This annual agreement with Johnson Controls is for the annual preventative maintenance and needed repairs of the remote access thermostat system utilized by Building Maintenance. This renewal agreement is for April 2024 through March 2025. Funding for this was budgeted and approved in the Building Maintenance FY24 Operating Budget. Pricing for the agreement is approved under Sourcewell Cooperative Contract #070121-JHN.

Fiscal Impact:

Amount Requested: \$11,772 annual
Line Item Number: 001-695-00.5448

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Sourcewell Cooperative Contract #070121-JHN

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

JCI 2024 Agreement

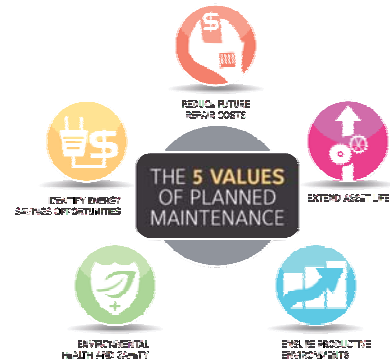


PLANNED SERVICE RENEWAL

11/10/2023

Hays County Government Center
712 S Stagecoach Trl
San Marcos TX 78666-5999

Hays County Block Hours - 2024



Dear Chris

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-128500752636) will expire on 03/31/2024. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$11,772.00, to be paid quarterly. The scope will remain the same and the term of this contract will be 04/01/2024 to 03/31/2025. Invoices will be sent to:

County Of Hays
712 S Stagecoach Trail Ste 1071
San Marcos TX 78666

To continue service without interruption, please sign below and return to me by 3/1/2024. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Paula Oldham

Paula Oldham
JOHNSON CONTROLS AUSTIN WACO
TX CB - 0N88
401 Center Ridge Dr Ste 400 Ste 400
Austin TX 78753-1350
paula.oldham@jci.com
Phone: (806)317-9134

Customer Signature: _____

Customer Name: _____

Customer Title: _____

PO/Requisition #: _____

Johnson Controls planned service proposal

Prepared for HAYS COUNTY GOVERNMENT CENTER

Customer
HAYS COUNTY GOVERNMENT CENTER

Local Johnson Controls Office
401 CENTER RIDGE DR STE 400 STE 400
AUSTIN, TX 78753-1350

Agreement Start Date:
04/01/2024

Proposal Date
02/29/2024

Estimate No:
1-1OAVMU0T



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for HAYS COUNTY GOVERNMENT CENTER

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2024 and ending 03/31/2025.
- The agreement price for first year is \$11,772.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

James Novotny
Service Manager
(866) 819-0231

The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : HAYS COUNTY GOVERNMENT CENTER
Address: 712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999
Proposal Date: 02/29/2024
Estimate #: 1-1OAVMU0T

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2024 and will continue until 03/31/2025 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$11,772.00. This amount will be paid to JCI in advance in Quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: COUNTY OF HAYS
712 S STAGECOACH TRAIL STE 1071
SAN MARCOS, TX 78666

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: **JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88**

Address: **401 CENTER RIDGE DR STE 400 STE 400**

AUSTIN, TX 78753-1350

Branch Phone: **(866) 819-0231**

Branch Email:

Schedule A - Equipment List

HAYS COUNTY GOVERNMENT CENTER

**712 S STAGECOACH TRL
 SAN MARCOS, TX 78666-5999**

Product: Block Hours - Controls

Quantity: 1

Coverage Level: Basic

Services Provided

4 Preventive Maintenance

Customer Tag

Manufacturer

Model #

Serial #

JCI_YORK

1-TZ57456

Equipment tasking

Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to
appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
------	----------------------------	-------------------

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 8/23)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

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be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer shall provide financial information requested by JCI to verify

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Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in

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telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.
5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.
7. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and

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for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOWs will be subject to additional fees based on the date such excess use began.

R. PRIVACY

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1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not

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available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention

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of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

<p>CUSTOMER ACCEPTANCE</p> <p>In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or addenda attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may propose. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.</p> <p>Pricing is based upon the following billing and payment terms: Invoices will be delivered via email; payment due date of NET 30; and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.</p> <p>This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.</p>
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[END OF DOCUMENT]



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Approve out-of-state travel for William Baumann GIS Specialist with the Office of Emergency Services to attend the Tyler Connect Conference and Advisory Board Meetings on May 19-24, 2024 in Indianapolis, Indiana. **BECERRA/MIKE JONES**

Summary:

Out-of-state travel is needed to send William Baumann to attend the Tyler Connect Conference and Advisory Board Meeting on May 19-23, 2024 in Indianapolis, Indiana. William is a member of the Tyler New World Advisory Board.. Funding for travel expenses, including hotel and airfare, will be paid for by the Office of Emergency Services continuing education budget.

Fiscal Impact:

Amount Requested: \$2,000.00 estimate for airfare, hotel, per diems
Line Item Number: 001-656-00.5551

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: PO required for Hotel, and Airfare if over \$500.00

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Tyler Connect

Advisory Groups - Connect 2024

Stierman, Amanda <Amanda.Stierman@tylertech.com>

Mon 12/11/2023 8:19 AM

Connect 2024 registration is available for Advisory Group members. We are holding the Spring Advisory Group meetings in Indianapolis, IN after Connect 2024. We have a block of rooms secured at the JW Marriott with the extra nights you will need to attend the Advisory Group Meetings. You are not required to stay at the JW Marriott, but we do recommend that you consider it to be near other Advisory Group members. The rate at JW Marriott is \$259 per night plus taxes.

Since you are or have been invited to be an Advisory Group member, we are able to provide you with a special code which gives you access to rooms at the JW Marriott. **The rooms at the JW Marriott are available until March 1st, 2024.** On March 1st, we will need to release the rooms for any attendees of the Connect Conference.

Advisory Group Hotel Reservation Instructions

1. Register for the Connect conference **first** using this [link](#). You must be registered to access the conference hotel booking tool.
2. To hold your Hotel reservation in the Advisory Group block, you must have conference registration and be an Advisory Group member.
3. You will have access to the conference hotel booking tool once your registration is completed.
4. A box to the right of the check-in and check-out dates in the hotel booking process is labeled as 'Group Code.' Copy and paste the code **PSAB24** into the box.
5. All Groups are planning on meeting the afternoon of Wednesday, May 22nd, and at least a partial day on Thursday, May 23rd.
 - a. Specific schedules will be communicated to your Group leaders. Please reach out to them for specifics. (CAD: Earl Karcher; Data: Steve Lett; Fire: Connie Warner; GIS: DJ Pennala; Mobile: Ron Tschirhart; RMS: Joe Olson).
 - b. If you need to leave early on Thursday due to flight schedules we understand and just ask that you let your Group leader know.

We're looking forward to seeing everyone! Please remember that our in-person Advisory Group meetings are open to active group members only, and unfortunately we are not able to accommodate additional attendees or replacement attendees. Should you have issues registering or booking your Connect stay please contact our Tyler Events team at tyler.events@tylertech.com.

Amanda Stierman (she/her)
Senior Manager of Product
Tyler Technologies, Inc.

P: 248.269.1000 ext. 1340

www.tylertech.com

 [Tyler Technologies](http://www.tylertech.com)



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Shell

Agenda Item:

Approve out-of-state travel for Leanne Cantalupo, GIS Analyst, and Killian Sterling, GIS Specialist, in the Development Services Department to attend the Environmental Systems Research Institute, Inc (ESRI) User Conference on July 15-19, 2024 in San Diego, CA. **SHELL/PACHECO**

Summary:

Out of state travel is needed to send Leanne Cantalupo and Killian Sterling to the ESRI User Conference on July 15-19, 2024 in San Diego, CA. The ESRI User Conference is an annual conference designed for Geographic Information Systems (GIS) users using ESRI's software platforms. The conference will provide product training, product demos for new systems and software, and staff the opportunity to learn and experience new GIS techniques and tools that can be implemented at the local level. The conference is offered at no cost to attendees as part of our Enterprise Agreement with ESRI. Continuing Education funds are available within the Development Services operating budget for expenses including hotel, airfare, and meals.

Fiscal Impact:

Amount Requested: \$6,500 estimate for air fare, hotel, and per diem.
Line Item Number: 001-657-00-5551

Budget Office:

Source of Funds: General Fund
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, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:



Hays County Commissioners Court

Date: 03/12/2024

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:

January to March 2023: District Clerk's Office

April to June 2023: District Clerk's Office, Constable Pct. 4 Office

July to September 2023: District Clerk's Office, Constable Pct. 4 Office

October to December 2023: Recycling and Solid Waste Centers

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

February 22, 2024

Honorable Avrey Anderson
Hays County District Clerk
712 South Stagecoach Trail, Ste. 2211
San Marcos, Texas 78666

Mr. Anderson:

The Hays County Auditor's Office has examined the Hays County District Clerk monthly reports 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 District Clerk 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.

The following exceptions were noted during the Auditor's Office review for the period January 2023 through March 2023:

#1 January 2023 Revenue Report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County District Clerk January 2023 revenue report was submitted untimely, after the five-day timeframe per Texas Local Government Code §114.00.

Recommendation

The Hays County Auditor's Office recommends that the Hays County District Clerk Office review their procedures to ensure that monthly revenue reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

(b) A monthly report must be filed within five days after the last day of each month.

Management Response

"We were unable to run the report for lack of access in odyssey and training at this time. Now we have sufficient access for such reports, and we have collaborated with the auditor's office on the procedures to generate and finalize these reports."

#2 Five credit card payments, seven Efile payments, and one ACH payment were not receipted within 5 business days.

The Hays County Auditor's Office noted that five (5) credit card payments, seven (7) Efile payments, and one (1) ACH payments were not receipted within 5 business days after the payment was made. Some of these payments were receipted into the Odyssey Courts System and others were refunded due to rejecting the case. Refunds of payments did not occur timely. See details of the payments below:

Payment Type	Payment Date	Odyssey Receipt/ Refund Date	Business Days Between Payment and Odyssey Receipt/ Refund
Credit Card	1/27/2023	6/20/2023	98 business days
Credit Card	1/31/2023	6/23/2023	99 business days
Credit Card	1/31/2023	6/23/2023	99 business days
Credit Card	1/31/2023	6/23/2023	99 business days
Credit Card	1/31/2023	6/23/2023	99 business days
Efile	1/23/2023	1/11/2024	239 business days
Efile	1/26/2023	10/5/2023	174 business days
Efile	1/31/2023	10/5/2023	170 business days
Efile	2/8/2023	9/14/2023	150 business days
Efile	2/14/2023	9/15/2023	147 business days
Efile	2/14/2023	9/15/2023	147 business days
Efile	2/15/2023	9/15/2023	146 business days
ACH	1/23/2023	2/9/2023	13 business days

Recommendation

The Hays County Auditor's Office recommends that the District Clerk's Office review their procedures to consistently ensure credit card and ACH payment funds are receipted or refunded timely and reconcile all credit card, Efile, and ACH payments to the Odyssey Court System daily to ensure compliance with Texas Local Government Code §113.022.

Management Response

"For the credit cards we did not have adequate training to capture these transactions and receipt them appropriately. For the Efile payments we do not control or have access to Chase Orbital to view these fees; we rely on the auditor to catch these transactions and to flag them for us until we are provided the requisite access to chase orbital. We also utilize the 9 daily reports that our office generates to observe the Efile transactions. We now have adequate training to capture the credit card transactions and we have been asking for access to Chase Orbital from April or May of 2023 to date."

#3 Revenue reported was not accurate in January, February, and March 2023 due to three duplicate payments entered into the Odyssey Courts System.

The Hays County Auditor's Office noted that one (1) ACH payment, one (1) check payment, and one (1) Efile payment were entered into the Odyssey Courts System twice and the duplicate entry was not reversed timely, causing the Odyssey Courts System receipts reported for the month to not be accurate.

Payment Type	First Entry	Second Entry	Date of Reversal for Second Entry	Business Days to Reverse Second Entry
ACH	1/6/2023	1/31/2023	6/20/2023	96 business days
Check	1/19/2023	1/25/2023	6/20/2023	100 business days
Efile	3/27/2023	3/27/2023	9/26/2023	126 business days

Management Response

"We were unaware that the transactions were receipted twice. When it was brought to our attention, we promptly reversed the receipts accordingly. We encourage our clerks to exercise caution when receipting payments."

#4 Revenue reported was not accurate in February 2023 due to one receipt refund not accounted for in the Odyssey Courts System.

The Hays County Auditor's Office noted that a payment receipted February 6th, 2023, was refunded February 7th, 2023. The receipt reversal in Odyssey Courts System for this refund did not occur until September 14, 2023, 151 days after the refund.

Recommendation

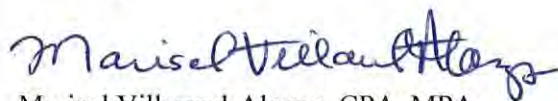
The Hays County Auditor's Office recommends that the District Clerk review their procedures to ensure that revenue reported reconciles to deposits per Texas Local Government Code §114.043.

Management Response

"At the time we were unaware that the payment had been receipted in odyssey prior to us issuing the refund. Once this discrepancy was brought to our attention, we accordingly reversed the receipt in odyssey. We have implemented checks to ensure that our deputies observe whether a payment was receipted prior to refunding said payment. This helps to ensure that our deputies will reverse a refunded payment's receipt in a timely manner."

If you have any 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

February 22, 2024

Honorable Avrey Anderson
Hays County District Clerk
712 South Stagecoach Trail, Ste. 2211
San Marcos, Texas 78666

Mr. Anderson:

The Hays County Auditor's Office has examined the Hays County District Clerk monthly reports 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 District Clerk 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.

The following exceptions were noted during the Auditor's Office review for the period April 2023 through June 2023:

#1 Thirteen Efile payments and six credit card payments were not receipted within 5 business days.

The Hays County Auditor's Office noted that thirteen (13) Efile payments and six (6) credit card payments were not receipted within 5 business days after the payment was made. Some of these payments were receipted into the Odyssey Courts System and others were refunded due to rejecting the case. Refunds of payments did not occur timely. See details of the payments below:

Payment Type	Payment Date	Odyssey Receipt/ Refund Date	Business Days Between Payment and Odyssey Receipt/ Refund
Efile	4/10/2023	12/18/2023	171 business days
Efile	5/1/2023	12/15/2023	155 business days
Efile	5/1/2023	12/18/2023	156 business days
Efile	5/9/2023	1/17/2024	167 business days
Efile	5/12/2023	12/18/2023	147 business days
Efile	5/16/2023	12/18/2023	145 business days
Efile	5/16/2023	12/18/2023	145 business days
Efile	5/18/2023	12/18/2023	143 business days
Efile	5/18/2023	12/18/2023	143 business days
Efile	5/19/2023	12/15/2023	141 business days
Efile	6/5/2023	12/18/2023	132 business days
Efile	6/21/2023	7/12/2023	14 business days
Efile	6/21/2023	7/12/2023	14 business days
Credit Card	5/17/2023	12/15/2023	143 business days
Credit Card	5/19/2023	6/8/2023	13 business days
Credit Card	5/19/2023	12/11/2023	171 business days
Credit Card	5/26/2023	6/21/2023	19 business days
Credit Card	5/26/2023	6/21/2023	19 business days
Credit Card	6/16/2023	7/25/2023	25 business days

Recommendation

The Hays County Auditor's Office recommends that the District Clerk's Office review their procedures to consistently ensure Efile and credit card payment funds are receipted or refunded timely and reconcile all Efile and credit card payments to the Odyssey Court System daily to ensure compliance with Texas Local Government Code §113.022.

Management Response

"For the credit cards we did not have adequate training to capture these transactions and receipt them appropriately. For the Efile payments we do not control or have access to Chase Orbital to view these fees; we rely on the auditor to catch these transactions and to flag them for us until we are provided the requisite access to chase orbital. We also utilize the 9 daily reports that our office generates to observe the Efile transactions. We now have adequate training to capture the credit card transactions and we have been asking for access to Chase Orbital from April or May of 2023 to date."

#2 A declined credit card payment was receipted to Odyssey causing the April 2023 Monthly Revenue Report to not be accurate.

The Hays County Auditor's Office noted that a declined credit card payment on April 17th, 2023, was receipted to the Odyssey Courts System on April 17th, 2023. The receipt caused the Odyssey Courts System to not reconcile to payments received. This receipt for the declined payment was not reversed until December 11th, 2023.

Recommendation

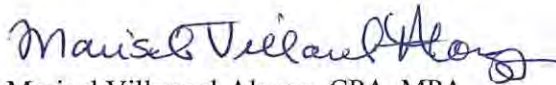
The Hays County Auditor's Office recommends that the District Clerk's Office review their procedures to consistently ensure payments are reconciled to the Odyssey Courts System receipts daily to ensure accurate reports in compliance with Texas Local Government code §114.043.

Management Response

"This was a clerical error on the deputies at the front of our office who process these payments. We have since retrained our front section more repetitively and regularly on how to process these payments. We also encourage our front clerks to ask supervisors before performing an action on a transaction they may not be familiar with."

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

lp



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

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512-393-2283

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County Auditor

marisol.alonzo@co.hays.tx.us

Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

February 23, 2024

Honorable Ron Hood
Hays County Constable Precinct 4
195 Roger Hanks Parkway #3
Dripping Springs, Texas 78620

Constable Ron Hood:

The Hays County Auditor's Office has examined the monthly reports of Constable 4 for the months of April 2023 through June 2023. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 4. 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 LGC §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 Auditor's Office review for the period April 2023 through June 2023:

#1 In May 2023, four cash receipts were deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted that in May 2023, four (4) 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 Auditor's Office recommends that the Constable Precinct 4 Office adopt procedures to consistently ensure funds are deposited with the Treasurer within the time required by Texas Local Government Code §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

As previously stated, the Constable, Pct. 4 Office lacks the personnel resources to implement the recommendations as suggested by the Auditor's Office. Nor would I support the use of county funds to fund a new employee position to address an issue that does not justify the expense of a new hire. Also, it is unlikely that the Commissioner Court would approve the added position to address this issue as well.

I would suggest that Hays County implement a Countywide policy change that directs ALL incoming precepts involving payment to be sent directly to the Hays County Treasurer's Office, whose office has the personnel and ability to intake receipts, manage the bookkeeping, to record and/or authorize the transactions. This new policy would expedite the intake and deposits of funds on behalf of the County. An added benefit would be that the reports would be generated by a single department instead of five (5) individual Constable's Offices. The Treasurer's Office personnel may require additional training, but it should be minimal with the County's use of the software program "Softcode".

#2 The June 2023 Monthly Revenue Report was not accurate due to the duplicate reporting of a receipt from the prior month, resulting in an overstatement of revenue by \$75.00.

The Auditor's Office noted that in June 2023, a receipt reported in the prior month was also included in the reported revenue for June 2023. This duplicate reporting resulted in a \$75.00 overstatement of the June 2023 revenue. All funds were receipted and deposited with the Hays County Treasurer's Office.

Recommendation

The Auditor's Office recommends that the Constable Precinct 4 Office review their procedures to ensure that all Monthly Revenue Reports are accurate per Texas Local Government Code §115.002.

Management Response

The issue has been addressed with administrative personnel.

If you have any 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

February 22, 2024

Honorable Avrey Anderson
Hays County District Clerk
712 South Stagecoach Trail, Ste. 2211
San Marcos, Texas 78666

Mr. Anderson:

The Hays County Auditor's Office has examined the Hays County District Clerk monthly reports 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 District Clerk 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.

The following exceptions were noted during the Auditor's Office review for the period July 2023 through September 2023:

#1 Six Efile payments and eleven cash payments were not receipted within 5 business days.

The Hays County Auditor's Office noted that six (6) Efile payments and eleven (11) cash payments were not receipted within 5 business days after the payment was made. Some of these payments were receipted into the Odyssey Courts System and others were refunded due to rejecting the case. Refunds of payments did not occur timely. See details of the payments below:

Payment Type	Payment Date	Odyssey Receipt/ Refund Date	Business Days Between Payment and Odyssey Receipt/ Refund
Efile	7/6/2023	9/19/2023	52 business days
Efile	7/13/2023	8/8/2023	18 business days
Efile	7/17/2023	1/17/2024	121 business days
Efile	7/28/2023	12/13/2023	92 business days
Efile	8/28/2023	9/11/2023	9 business days
Efile	9/18/2023	1/17/2024	77 business days
Cash	7/12/2023	7/25/2023	9 business days
Cash	7/13/2023	7/26/2023	9 business days
Cash	8/8/2023	8/17/2023	8 business days
Cash	8/22/2023	9/12/2023	15 business days
Cash	8/23/2023	9/12/2023	13 business days
Cash	8/24/2023	9/12/2023	12 business days
Cash	8/25/2023	9/12/2023	11 business days
Cash	8/28/2023	9/12/2023	10 business days
Cash	8/29/2023	9/12/2023	9 business days
Cash	8/30/2023	9/12/2023	8 business days
Cash	9/1/2023	9/14/2023	8 business days

Recommendation

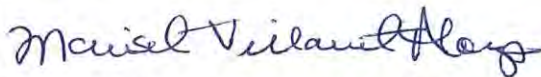
The Hays County Auditor's Office recommends that the District Clerk's Office review their procedures to consistently ensure Efile and credit card payment funds are receipted or refunded timely and reconcile all Efile and credit card payments to the Odyssey Court System daily to ensure compliance with Texas Local Government Code §113.022.

Management Response

"Due to staffing issues, Covid-19, and the lack of a designated bookkeeper we were unable to deliver the cash deposits to the treasurer in a timely manner. Our staffing capacity is near 100% now and we now have a designated bookkeeper. For the Efile payments we do not control or have access to Chase Orbital to view these fees; we rely on the auditor to catch these transactions and to flag them for us until we are provided the requisite access to chase orbital. We also utilize the 9 daily reports that our office generates to observe the Efile transactions. We now have adequate training to capture the credit card transactions and we have been asking for access to Chase Orbital from April or May of 2023 to date."

If you have any 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

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marisol.alonzo@co.hays.tx.us

Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

February 23, 2024

Honorable Ron Hood
Hays County Constable Precinct 4
195 Roger Hanks Parkway #3
Dripping Springs, Texas 78620

Constable Ron Hood:

The Hays County Auditor's Office has examined the monthly reports of Constable 4 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 Constable Precinct 4. 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 LGC §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 Auditor's Office review for the period July 2023 through September 2023:

#1 One Off-Duty Report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Constable Precinct 4 July 2023 Off-Duty Report was submitted untimely to the Hays County Auditor's Office after the five-day timeframe per Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 4 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

As previously stated, the Constable, Pct. 4 Office lacks the personnel resources to implement the recommendations as suggested by the Auditor's Office. Nor would I support the use of county funds to fund a new employee position to address an issue that does not justify the expense of a new hire. Also, it is unlikely that the Commissioner Court would approve the added position to address this issue as well.

I would suggest that Hays County implement a Countywide policy change that directs ALL incoming precepts involving payment to be sent directly to the Hays County Treasurer's Office, whose office has the personnel and ability to intake receipts, manage the bookkeeping, to record and/or authorize the transactions. This new policy would expedite the intake and deposits of funds on behalf of the County. An added benefit would be that the reports would be generated by a single department instead of five (5) individual Constable's Offices. The Treasurer's Office personnel may require additional training, but it should be minimal with the County's use of the software program "Softcode".

#2 The July and September 2023 Off-Duty Reports were not accurate due to the omission of an off-duty job and several off-duty employers and amounts reported inaccurately.

The Auditor's Office noted that in July 2023, two (2) of four (4) receipts listed the wrong off-duty employer and reported an incorrect amount of revenue. The total amount of revenue reported for July 2023 was accurate. In September 2023, one (1) of seven (7) off-duty job amounts was reported inaccurately, one (1) off-duty job was reported without an amount, and one (1) off-duty job worked during the month was not reported. The amount of revenue reported by the Constable 4 Office in September 2023 was understated by \$465.00. All funds were receipted and deposited with the Hays County Treasurer's Office.

Recommendation

The Auditor's Office recommends that the Constable Precinct 4 Office review their procedures to ensure that all Off-Duty Reports are accurate per Texas Local Government Code §115.002.

Management Response

These inaccuracies were corrected once identified. We are continuing to work on this reporting process to ensure accuracy.

If you have any 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

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Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

February 28, 2024

Tammy Crumley
Director of County Wide Operations
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the monthly reports of the Recycling & Solid Waste Centers for the months of October 2023 through December 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Recycling & Solid Waste Centers. 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

lp/jc



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

Transfer \$2,650 from salary savings to continuing education within the Fire Marshal Fee Code Fund for upcoming fire safety, environmental and arson training.

Fiscal Impact:

Amount Requested: \$2,650

Line Item Number: 064-665-00.5551

Budget Office:

Source of Funds: Fire Marshal Fee Code Fund

Budget Amendment Required Y/N?: Yes

Comments: Salary savings available due to part-time Deputy Fire Marshal working less than budgeted hours.

\$2,650 - Increase Continuing Education 064-665-00.5551

(\$2,650) - Decrease Staff Salaries 064-665-00.5021

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services Fire Marshal's Division to accept Law Enforcement Officer Standards and Education (LEOSE) funds in the amount of \$1,437.18 distributed from the State Comptroller and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Hays County Fire Marshal receives grant funds annually from the State Comptroller's Office per Texas Occupations Code 1701.156 in the form of LEOSE for expenses related to the continuing education of full-time licensed peace officers.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-00.4310/.5552

Budget Office:

Source of Funds: State Comptroller LEOSE Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,438) - Increase LEOSE Revenue 001-656-00.4310

\$1,438 - Increase LEOSE Expense 001-656-00.5552

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,437.18 in LEOSE Funding

Comments:

Attachments

LEOSE
LEOSE 2



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 28, 2024

HAYS COUNTY FIRE MARSHAL'S OFFICE
810 S STAGECOACH TRL STE 1200
SAN MARCOS TX 78666-3900

Vendor number: 17460022415-044

Texas Occupations Code, Section 1701.157, directs the Comptroller to make an annual allocation to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. This payment must be used, as necessary, to ensure the continuing education and training, as determined by the agency head, for full-time officers and law enforcement support personnel in your agency.

We are pleased to inform you the 88th Legislature approved an additional amount for the Law Enforcement Education Funds program. As a result, your agency's 2024 allocation has been increased to \$1,437.18

Total 2024 Allocation:	\$1,437.18
Less: Allocation Previously Received:	<u>\$658.15</u>
Additional Allocation Payment enclosed:	\$779.03

As a reminder, please complete and return the Texas Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation Basis form (40-215) you received with your original payment to receive a distribution in 2025.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 16, 2024

HAYS COUNTY FIRE MARSHAL'S OFFICE
811 S STAGECOACH TRL STE 1200
SAN MARCOS TX 78666-3900

Vendor number: 17460022415 044

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 658.15.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. This payment must be used, as necessary, to ensure that continuing education and training as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher and is entitled to all employee benefits offered to a peace officer.

You must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2025 Allocation Basis form to us no later than October 31st, 2024 in order to receive your agency's share of the LEOSE account in 2025.

The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

Form 40-215 (Rev.1-17/6)



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Brett Littlejohn, Juvenile Facility Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Hays County Juvenile Detention Center to purchase a subscription for the Doxy.me secure telemedicine software platform and amend the budget accordingly. **INGALSBE/LITTLEJOHN**

Summary:

The Juvenile Center would like to purchase a monthly subscription to the Doxy.me software platform for their Licensed Mental Health Counselors. This is a HIPAA-compliant software platform that will enable juvenile center counselors to create a virtual waiting room for family members, schedule appointments with client family members, text and email client family members, and conduct telemedicine sessions with family members and contract psychiatrists as needed. There will be a software subscription fee of \$50 per month which can be canceled at any time.

Fiscal Impact:

Amount Requested: \$50 per month

Line Item Number: 070-685-00.5429

Budget Office:

Source of Funds: Juvenile Detention Center Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$325 - Increase Software License 070-685-00.5429

(\$325) - Decrease Contract Services 070-685-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Doxy.me Pricing

Doxy.me Terms

Free

Telemedicine for everyone

\$0

Per month

Get started

- ✓ Unlimited call minutes
- ✓ Meets HIPAA requirements
- ✓ Free BAA agreement
- ✓ Virtual waiting room

[+ More features](#)

Pro

For individual providers

\$35

Per month

Get started

All Free features, plus:

- ✓ HD video
- ✓ Invite patients via text
- ✓ Customizable waiting room
- ✓ Check-in notifications
- ✓ Screen sharing
- ✓ Group calls
- ✓ Teleconsent

[+ More features](#)

Clinic

For small to medium clinics

\$50

Per provider / Per month

Contact us

All Pro features, plus:

- ✓ Customizable branding
- ✓ Personalized subdomain
- ✓ Patient transfer
- ✓ Shared waiting room(s)
- ✓ Administrative controls
- ✓ Usage analytics

[+ More features](#)

January 31, 2024

These Terms of Service (the “Terms of Service”) apply to the use of the online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Doxy.me Inc. (“Doxy.me”), including the <https://doxy.me> website (the “Site”) and the services available to users through the Site (“Service” and “Services”). “Provider” “You” “Your” and similar terms refer to any user who accesses or uses the Site and/or Services. You invite a Patient (defined below) to use the Services using Your Doxy.me account. Your compliance with these Terms of Service is a condition to Your use of the Site and/or Services.

In concise and simple language, here is a summary of the terms (only the terms outside of this section are legally controlling and binding):

- *These are the rules to use this site and its services. Also, be sure to read our Privacy Policy to understand the details of how we use data we may collect about You. If You don't like or agree to these Terms of Service and or our Privacy Policy, do not use our Site or Services.*
- *We own this website and its related service; do not copy or use our services or content without our permission.*
- *If You use our Site with an account or to provide services to individuals, we call You a “Provider” and the individual a “Patient”. You agree to do so in a legal way and follow all rules and regulations that govern Your practice. Doxy.me has no relationship whatsoever with Your Patients.*
- *You are solely responsible for how You use Doxy.me that includes how you collect fees from Your Patients.*
- *We are going to email You occasionally, and You're okay with that.*
- *Don't attempt to hack the Site. Don't share Your username and password with anyone. You are part of an overall secure software solution.*
- *We try our best to provide the best experience, but do not guarantee that our services will be available all the time.*
- *Only use Doxy.me and our brand the way they're intended to be used. We reserve the right to terminate or delete Your account for misuse.*

legal advice.

- *We have limited liability if something bad happens when You use the site.*
- *We may occasionally update these terms, so check back in regularly.*

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “ACCEPT” OR ACCESSING THE SITE AND/OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES. BY ACCEPTING THESE TERMS OR BY ACCESSING THE SITE OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE INCLUDING THE PRIVACY POLICY REFERENCED BELOW. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU DO NOT HAVE PERMISSION TO ACCESS THE SITE OR USE THE SERVICES.

As a condition of using the Site or Services, You also agree to the terms of the Doxy.me Privacy Policy and its region-specific annexes, as they may be changed from time to time (the “Privacy Policy”) that specify how we collect and handle Your information. Our Privacy Policy, which is incorporated herein by reference, is located at <https://doxy.me/en/privacy-policy/>. You agree that your use of any Services is subject to the Privacy Policy.

If You are using the Services as a Patient or individual (not a healthcare provider), You agree to the Acceptable Use Policy found at this link <https://doxy.me/en/aup>

1. Ownership of the Site

All pages within this Site and any material made available by Doxy.me for download are the property of Doxy.me or its licensors or suppliers, as applicable. The Site is protected by the United States and international copyright and trademark laws. The contents of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through the Site (“Content”) may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by Doxy.me.

2. Providers

Service that may be Your patient or client) (“Patient”) is directly between You and the Patient. The Patient will never have a provider/patient-type relationship with Doxy.me. Doxy.me does not practice medicine or any other licensed profession and offers no medical or other professional services. As set forth more fully in Sections 10 and 13, Provider is solely responsible for all agreements, consents, notices and other interactions with Patients and other consumers. Without limiting the generality of the foregoing, Provider is solely responsible for all billings and collections from Patients and other consumers, and Doxy.me shall have no liability whatsoever to Provider concerning any amounts owed by any Patient or other consumers.

Provider agrees not to include any identifiable Patient information whatsoever (name, diagnosis, email, or any other protected health information identifier) in any communication with Doxy.me. As stated above and repeated for emphasis: Doxy.me has no relationship with any of provider’s Patients.

3. Independent Professional Judgment

The Provider will use the Site and Services only in accordance with applicable standards of good professional practice. While software products such as the Services may improve the quality of service that Provider and its personnel offer to Patients, many factors, including the provider/patient relationship can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Provider shall be solely responsible for its use of the Site and Services, and the provision of services to Provider’s Patients. In this regard, Provider releases Doxy.me and waives all potential claims against Doxy.me as a result of the Provider’s use of the Site and Services, and the provision of services to Provider’s Patients.

4. Electronic Communications

You consent to receive communications from us electronically. You agree that all agreements can be entered into and signed electronically in accordance with applicable law, and all notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement that such notice or other communications be in writing.

5. Site Access; Security and Restrictions; Passwords; Accounts

proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Service or violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated device, process, or means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

You may not introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Violations of system or network security may result in civil or criminal liability. Doxy.me will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

While the Doxy.me software is a secure solution, You are also a part of its security. It is Your responsibility to: use a strong password and not share it; keep Your computer operating system and browser updated; use anti-virus and firewall software (and whitelist Doxy.me); and not use Doxy.me in a public place unless You can be assured there are no eavesdroppers. You agree to be fully responsible for all activities occurring under Your user ID.

Each individual Provider is required to have their own account. Use of that account is for that specific individual. You agree to notify us immediately of any unauthorized access to or use of your user ID or account or any other breach of security. We reserve the right to remove users and disable any account(s) that are being used by more than one user. We also may block any user who violates this policy from creating a new account. Doxy.me reserves the right to cooperate fully with any law enforcement authorities or court order requesting or directing Doxy.me to disclose the identity of anyone posting, publishing, or otherwise making available any materials that are believed to violate these Terms of Service. BY CLICKING "ACCEPT" OR ACCESSING THE SITE AND/OR USING THE SERVICES, YOU AGREE TO HOLD DOXY.ME HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DOXY.ME DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER DOXY.ME OR LAW ENFORCEMENT AUTHORITIES.

6. License and Access; Termination by Doxy.me

with Doxy.me (the “Services Agreement”), the terms of the Services Agreement shall also apply to Your use of the Site and the Services. In the event of a conflict between the Services Agreement and these Terms of Service, the terms of the Services Agreement shall prevail.

All rights not expressly granted to You in these Terms of Service are reserved and retained by Doxy.me or its licensors, suppliers, publishers, rights holders, or other content providers. The Doxy.me Site, or any part of any Service, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose except as expressly authorized in writing by Doxy.me. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Doxy.me without express written consent. You may not use any meta tags or any other “hidden text” utilizing Doxy.me’s name or trademarks without the express written consent of Doxy.me. You may only use the Services as intended for professional services and as permitted by law. Doxy.me reserves the right to terminate Your account and revoke any licenses granted by Doxy.me if You do not comply with these Terms of Service.

7. Termination of Account by the Provider

If You desire to terminate Your account, You must log in to Your account and delete Your account under account settings. Unless required by law or if a violation of these Terms of Service, Doxy.me will not delete Your account even if it is inactive.

8. Accuracy and Integrity of Information

Although Doxy.me attempts to ensure the integrity and accuracy of the Site and the Content on the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. If an inaccuracy arises, please inform Doxy.me at support@doxy.me so that it can be corrected. Information contained on the Site may be changed or updated without notice.

9. Links to Other Sites

Doxy.me makes no representations whatsoever about any other website that You may access through this Site. Doxy.me neither endorses nor accepts any responsibility for any content or use of a third-party website. If You decide to access any of the third-party sites linked at this Site, You do this entirely at Your own risk.

beginning a session and where You may post information and links to other sites ("Provider Content"). Just like the waiting room in a physical office, anyone with the proper link can enter Your Virtual Waiting Room and view Provider Content. You are solely responsible for any content posted to the Your Virtual Waiting Room.

Any content You upload to the Site including the Virtual Waiting Room, such as agreements, contracts, consents, notices, advice, recommendations, comments, files, videos, images, external website links, or other information must not: (1) be defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or encourage criminal or unethical behavior, (2) violate or infringe the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contain or transmit a virus or any other harmful components. The Provider is solely responsible for obtaining all necessary agreements and consents and providing all required notices to Patients and others who will view or utilize Provider Content.

By uploading Provider Content and any other information to the Site, You represent and warrant to Doxy.me that: (1) You have the legal right to grant permission for use by the Site and Doxy.me of Provider Content and other information, and (2) You have the legal right and authorization to upload all Provider Content and other information uploaded by you to the Site or posted by you to a Virtual Waiting Room.

Doxy.me does not own any of the Provider Content you upload. You hereby grant to Doxy.me a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all Provider Content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Doxy.me through the Site (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Doxy.me will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for services, products, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Doxy.me operations or businesses. Doxy.me is and shall be under no obligation to respond to any Submission.

Doxy.me does not regularly review Provider Content but does reserve the right (but not the obligation) to monitor and edit or remove any Provider Content submitted to the Site. You grant Doxy.me the right to use the name that You submit in connection with any Provider Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Provider Content. You are and shall remain solely responsible for the content of any Provider Content You post to the Site or provide to Patients or other

You agree not to contact other users through unsolicited e-mail, telephone calls, mailings or any other method of communication. To comply with COPPA, doxy.me is not allowed to collect or store information from a minor. Thus, while using the platform you agree to coordinate care only with the Minor's parent or guardian (e.g. do not invite a Minor directly) and not cause doxy.me to store information directly from the Minor.

You agree to defend, indemnify (to the extent permitted by law) and hold Doxy.me harmless from and against all third party claims, damages, and expenses (including reasonable attorneys' fees) arising from or relating to Your use of this Site, Your violation of applicable law, or from any Provider Content or other information You post or allow to be posted to the Site or a Virtual Waiting Room.

11. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If You believe that Your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below. Doxy.me respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to Doxy.me's designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If You are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Notice") containing all of the written information specified below. Please note that this procedure is exclusively for notifying Doxy.me that your copyrighted material has been infringed. Please include the following in the Notice:

1. Identify and describe the copyrighted works that You claim have been infringed upon.
2. Identify the material or link You claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum the URL of the link shown on the Site where such material may be found.
3. Provide Your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

...thereby, state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide Your full legal name and Your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Doxy.me Legal

3445 Winton Pl Suite 114

Rochester, NY 14623

12. Disclaimer of Warranties

DOXY.ME DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON- INFRINGEMENT. DOXY.ME DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

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13. No Advice or Services

As part of the Services, Doxy.me provides a software platform solely for a Provider to communicate with Patients. Doxy.me does not provide any medical, legal, or other professional advice. Doxy.me makes no representations or warranties whatsoever relating to any medical, professional or legal issues associated with Provider, the Provider’s Patients, or

14. Limitation of Liability

DOXY.ME AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, YOUR USE OF THE SITE OR SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF DOXY.ME TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS) PROVIDED YOU HAVE A PAID ACCOUNT.

15. Dispute Resolution.

In the event of any dispute or claim relating to the Site, the Services or these Terms of Service, You agree to the resolution of such dispute in the state or federal courts located in Rochester, New York, and you hereby consent to the jurisdiction of any such court. These Terms of Service shall be governed, interpreted and enforced in accordance with the internal laws of the State of New York State (excluding its conflicts of laws principles).

YOU FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM OR RELATING TO THESE TERMS OF SERVICE

16. Revisions; General

These Terms of Service, the Privacy Policy (and related policies) constitute the entire agreement between Doxy.me and You pertaining to the subject matter hereof. In its sole discretion, Doxy.me may from time-to-time revise and update these Terms of Service by updating this posting. All revisions and updates are effective immediately when we post them,

agreement between You and Doxy.me. Your continued use of the Site following revisions signifies Your acceptance and agreement to such revisions.

Doxy.me reserves the right, in its sole discretion, to terminate Your access to all or part of this Site, with or without cause, and with or without notice.

In the event that any provisions of these Terms of Service are held by a court or other tribunal of competent jurisdiction to be unlawful, void, or unenforceable, such provisions shall be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event any unlawful, void, or unenforceable provision shall be deemed to be modified to the extent necessary to (1) render it valid and enforceable and (2) give the fullest effect possible to the original intent of the provision.

17. Indemnification

You agree to defend, indemnify (to the extent permitted by law) and hold Doxy.me harmless from and against all third-party claims, damages and expenses (including reasonable attorney's fees) against or incurred by Doxy.me arising out of the use or operation of the Site and Services due to: a) Your breach of these Terms of Service or a violation of applicable law; b) Your use or access of the Site; c) access by anyone accessing the Site using Your user ID and password; d) personnel of Provider; or e) any Patient or any other third party or person claiming damage by virtue of a familial or financial relationship with such a Patient. To the extent applicable, Provider will obtain Doxy.me's prior written consent to any settlement or judgment in which Provider agrees to or which otherwise provides or implies any finding of fault of Doxy.me or any defect in the Site or Services or requires Doxy.me to make any payments, bear any obligations or admit any liability unless You obtain Doxy.me's prior written approval. Doxy.me will promptly notify Provider in writing of any claim subject to this indemnification, and promptly provide Provider with the information reasonably required for the defense of the same. However, without limiting Your obligations described above in this Section 17, Doxy.me reserves the right to appear and defend any actions in which it is named as a party.

PLATFORM



COMPANY



SUPPORT



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Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item

Accept the company merger and name change of Jones & Carter, Inc. to Quiddity Engineering, LLC.

SHELL/BORCHERDING

Summary

Jones & Carter, Inc. has merged with Quiddity Engineering, LLC where all right, title, and interest in and to the Jones & Carter, Inc. contract with Hays County and all other assets of the Company were allocated to and vested in Subsidiary without any transfer or assignment having occurred.

The current contracts include:

Centerpoint Road (I-25 to FM2439/Hunter Road)

McCarty Lane (I-35 to FM2439/Hunter Road)

Attachments

JonesCarterTransitionQuiddity

FilesAssumedNameCertificateTX-QuiddityEng

CertificateFilingMerger

SecretaryofStateCertificate



NOTICE OF DIVISIVE MERGER OF JONES & CARTER, INC.

Ladies and Gentlemen:

You are hereby notified that, pursuant to that certain Certificate of Merger filed with the Secretary of State of the State of Texas on December 1, 2021, JONES & CARTER, INC., a Texas corporation (the "**Company**") was divided by merger (such division being the "**Merger**") into (A) the Company, which will survive the merger as a Texas corporation named Quiddity-1, Inc. and (B) a new Texas limited liability company named Quiddity Engineering, LLC that was created pursuant to the Merger and that will survive the Merger as a wholly-owned subsidiary of the Company (the "**Subsidiary**"). At the closing of the Merger, all right, title and interest in and to the Jones & Carter, Inc. contract with this client and all other assets of the Company were allocated to and vested in Subsidiary without any transfer or assignment having occurred. Immediately after the Merger, the equity of the Subsidiary was contributed to a newly formed Texas limited liability company, Quiddity Holdings, LLC ("**New Holdco**"), so that the Subsidiary is wholly owned by New Holdco, which in turn is wholly owned by the Company. The financial condition of Subsidiary as the new counterparty to the contract with this client by successor-to-merger to Jones & Carter, Inc. has not changed. Please update your records to refer to the new name and Federal EIN of the counterparty to the Agreement: Quiddity Engineering, LLC (EIN: 87-3888184).

To facilitate payments for the work performed, please use the following: (We have attached a new updated W-9 form with the new name and tax ID)

Payments by Automated Clearing House (ACH):

Account Name: Quiddity Engineering, LLC

Account # 1440017655101

ABA # 111017694

Payments by Check:

Please make all checks payable to Quiddity Engineering, LLC, and mail to the lockbox address below.

P.O. Box 95562

Grapevine, TX 76099-9708

Payments by Credit Card:

We accept all types of credit card payments. To process a payment by credit card payment please reach out to accounts receivable via email at Accountsreceivable@jonescarter.com or by phone at (713) 777-5337.

All other invoice related questions should be directed to the project accountant that handles your account.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

December 07, 2021

Capitol Services, Inc.
Capitol Services, Inc.
PO Box 1831
Austin, TX 78767 USA

RE: Quiddity Engineering, LLC
File Number: 804337737

Assumed Name:
Jones & Carter, Inc.

File Date: 12/07/2021

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Come visit us on the internet at <https://www.sos.texas.gov/>

Phone: (512) 463-5555
Prepared by: WEBSUBSCRIBER

Fax: (512) 463-5709
TID: 10336

Dial: 7-1-1 for Relay Services
Document: 1100313730002



Office of the Secretary of State

CERTIFICATE OF FILING OF

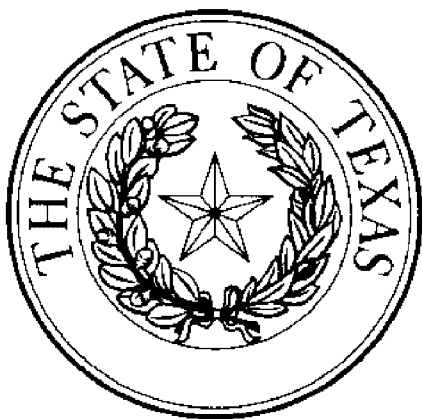
Quiddity Engineering, LLC
File Number: 804337737
Assumed Name:
Jones & Carter, Inc.

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 12/07/2021

Effective: 12/07/2021



A handwritten signature of John B. Scott in black ink.

John B. Scott
Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 804337737 12/7/2021
Document #: 1100313730002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Jones & Carter, Inc.

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Quiddity Engineering, LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10**
year(s)

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

6330 West Loop South, Suite 150, Bellaire, TX, USA 77401

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Quiddity Engineering, LLC

Name of the entity

By: **Robert L. Aylward - Chief Executive Officer and President**

**Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity**

FILING OFFICE COPY



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

JONES & CARTER, INC.
Domestic For-Profit Corporation
[File Number: 37303700]

and Creating

Quiddity Engineering, LLC
Domestic Limited Liability Company (LLC)
[File Number: 804337737]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/01/2021

Effective: 12/01/2021



A handwritten signature of John B. Scott, consisting of a stylized 'J' and 'S'.

John B. Scott
Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>

**SECRETARY'S CERTIFICATE
OF
QUIDDITY ENGINEERING, LLC**

December 20, 2021

This Certificate is furnished pursuant to the Credit Agreement, dated as of December 20, 2021 (as amended, restated, modified and/or supplemented from time to time, the "Credit Agreement"), by and among Quiddity Engineering, LLC, a Texas limited liability company (the "Company"), Quiddity Holdings, LLC, a Texas limited liability company ("Holdings"), the other guarantors party thereto, the Lenders (as defined therein), and Truist Bank, in its capacity as administrative agent for the Lenders, as issuing bank, and as swingline lender. Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

The undersigned, the Secretary of the Company, in that capacity only and not in his individual capacity, does hereby certify as of the date hereof, that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the certificate of formation of the Company, together with all amendments thereto (the "Certificate of Formation"), and such Certificate of Formation is in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the amended and restated company agreement of the Company, together with all amendments thereto (the "LLC Agreement"), and such LLC Agreement is in full force and effect on the date hereof.

3. Attached hereto as Exhibit C are true, correct and complete copies of the resolutions (the "Resolutions") of the Board of Managers of the Company, authorizing the execution, delivery and performance of the Credit Agreement, the Loan Documents, and the other Financing Documents (as defined in the Resolutions) and the transactions contemplated thereby, which Resolutions were duly adopted by the Board of Managers of the Company, as of the date indicated therein, and the Resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect.

4. The named individuals on Exhibit D attached hereto are duly appointed officers of the Company, and, in such capacity, are authorized and empowered by the Resolutions to execute and deliver the Credit Agreement, the Loan Documents, and the other Financing Documents (as defined in the Resolutions) on behalf of the Company, and the signatures executed across from their names on Exhibit D are the true and genuine signatures of such individuals.

5. Attached hereto as Exhibit E is a copy of a certificate of existence with respect to the Company from the Secretary of State of Texas, certified as of a recent date by the Secretary of State of Texas.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of the date first above written.



Name: Tobin T. Synatschk

Title: Secretary

I, Robert L. Aylward, as Chief Executive Officer and President of the Company, do hereby certify on behalf of the Company, that the person signing as Secretary above is the duly appointed Secretary of the Company, and that the signature set forth above is his true and genuine signature.

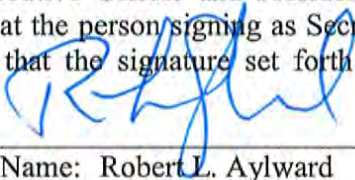
Name: Robert L. Aylward

Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of the date first above written.

Name: Tobin T. Synatschk
Title: Secretary

I, Robert L. Aylward, as Chief Executive Officer and President of the Company, do hereby certify on behalf of the Company, that the person signing as Secretary above is the duly appointed Secretary of the Company, and that the signature set forth above is his true and genuine signature.



Name: Robert L. Aylward
Title: Chief Executive Officer and President

EXHIBIT A

Certificate of Formation

(See attached.)



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

JONES & CARTER, INC.
Filing Number: 37303700

Certificate of Merger

December 01, 2021

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 08, 2021.



A handwritten signature of John B. Scott, consisting of a stylized 'J' followed by a series of loops and a final flourish.

John B. Scott
Secretary of State

DEC 01 2021

**CERTIFICATE OF MERGER
DOMESTIC ENTITY
DIVISIONAL MERGER**

Corporations Section

Pursuant to Chapter 10 of the Texas Business Organizations Code ("TBOC"), and the title applicable to the filing entity, the undersigned entity submits this Certificate of Merger for to divide itself into a surviving domestic entity and three new domestic entities (the "Merger").

1. Party to the Merger. The name, organizational form, state of incorporation or organization, and file number, if any, issued by the Secretary of State of the Texas, and the principal place of business for the entity dividing itself pursuant to the Merger are as follows:

Jones & Carter, Inc. (the "Company")

Company is a corporation

Company is organized under the laws of the State of Texas

Filing Number: 0037303700

Principal place of business: 6330 West Loop S., Suite 150, Bellaire, TX 77401

Company will survive the Merger

2. Agreement and Plan of Divisional Merger. A copy of the signed Plan of Divisional Merger is on file at the principal place of business of Company and each domestic entity that is created by the Plan of Divisional Merger, which is located at 6330 West Loop S, Suite 150, Bellaire, Texas 77401. On written request, a copy of the Plan of Divisional Merger will be furnished without cost to any owner of Company or a new domestic entity that is created by the Plan of Divisional Merger and to any creditor or obligee of Company at the time of the Merger if a liability or obligation is then outstanding.

3. New Entity. The name, jurisdiction of organization, principal place of business address, and entity description of the single entity to be created pursuant to the Merger are set forth below:

Quiddity Engineering, LLC ("Subsidiary").

Subsidiary will be organized as a limited liability company under the laws of the State of Texas.

Principal place of business: 6330 West Loop S., Suite 150, Bellaire, Texas 77401

The certificate of formation of Subsidiary is being filed with this Certificate of Merger and is attached hereto as Exhibit A.

4. Approval of the Agreement and Plan of Merger. The Plan of Divisional Merger has been approved as required by the laws of the jurisdiction of formation and by the governing documents of Company.

5. Effectiveness of Filing. This Certificate of Merger becomes effective when accepted and filed by the secretary of state.

RECEIVED

DEC 01 2021

Secretary of State

6. Tax Liability. Company will be responsible for all franchise taxes and fees required to be paid in connection with the transactions contemplated by this Certificate of Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the TBOC to execute the filing instrument.

JONES & CARTER, INC.



By: _____

Name: Robert L. Aylward

Title: Chief Executive Officer and President

Dated: November 30, 2021

EXHIBIT A

**Certificate of Formation
Subsidiary**

See attached.

DEC 01 2021

Corporations Section

**CERTIFICATE OF FORMATION
LIMITED LIABILITY COMPANY
FOR
QUIDDITY ENGINEERING, LLC**

1. The filing entity being formed is a limited liability company ("Company").
2. The name of Company is Quiddity Engineering, LLC.
3. Company's initial registered agent is an entity by the name of Capitol Corporate Services, Inc. The business address of both the registered agent and Company's initial registered office is 206 E. 9th Street #1300, Austin, Texas 78701-4411.
4. Company will have managers who will manage Company's business and affairs. The number of persons constituting the initial board of managers is seven. The names and addresses of the persons who shall serve as the managers on the initial board of managers until their successors shall have been duly elected and qualified, unless they resign or are removed at an earlier date, in accordance with Company's company agreement, is as follows:

Bryan P. Kennedy	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Carlos P. Cotton	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Clayton O. Black	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Conlin D. Crow	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Kevin R. Krahn	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Robert L. Aylward	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Tobin T. Synatschik	6330 West Loop South, Suite 150 Bellaire, Texas 77401
5. The purpose for which Company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.
6. Company is formed pursuant to a divisional merger of a domestic filing entity under a plan of merger pursuant to Section 10.002 of the TBOC.

Form 401-A
(Revised 12/09)



**Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code**

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for		
<i>Name of represented entity</i>		
I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.		
x:	<i>Signature of registered agent</i>	<i>Printed name of registered agent</i>
		<i>Date (mm/dd/yyyy)</i>

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I am authorized to act on behalf of <u>Capitol Corporate Services, Inc.</u>		
<i>Name of organization designated as registered agent</i>		
The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:		
<u>Quiddity Engineering, LLC</u>		
<i>Name of represented entity</i>		
The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.		
x:	<i>Signature of person authorized to act on behalf of organization</i>	<i>Printed name of authorized person</i>
	<u>Krista Abair, Asst. Secretary on behalf of Capitol Corporate Services, Inc.</u>	<u>12/01/2021</u>
		<i>Date (mm/dd/yyyy)</i>

DEC 01 2021

Corporations Section

**CERTIFICATE OF FORMATION
LIMITED LIABILITY COMPANY
FOR
QUIDDITY ENGINEERING, LLC**

1. The filing entity being formed is a limited liability company ("Company").
2. The name of Company is Quiddity Engineering, LLC.
3. Company's initial registered agent is an entity by the name of Capitol Corporate Services, Inc. The business address of both the registered agent and Company's initial registered office is 206 E. 9th Street #1300, Austin, Texas 78701-4411.

4. Company will have managers who will manage Company's business and affairs. The number of persons constituting the initial board of managers is seven. The names and addresses of the persons who shall serve as the managers on the initial board of managers until their successors shall have been duly elected and qualified, unless they resign or are removed at an earlier date, in accordance with Company's company agreement, is as follows:

Bryan P. Kennedy	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Carlos P. Cotton	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Clayton O. Black	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Conlin D. Crow	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Kevin R. Krahn	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Robert L. Aylward	6330 West Loop South, Suite 150 Bellaire, Texas 77401
Tobin T. Synatschik	6330 West Loop South, Suite 150 Bellaire, Texas 77401

5. The purpose for which Company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

6. Company is formed pursuant to a divisional merger of a domestic filing entity under a plan of merger pursuant to Section 10.002 of the TBOC.

Form 401-A
(Revised 12/09)



**Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code**

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for		
<i>Name of represented entity</i>		
I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.		
x:	<i>Signature of registered agent</i>	<i>Printed name of registered agent</i>
		<i>Date (mm/dd/yyyy)</i>

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I am authorized to act on behalf of <u>Capitol Corporate Services, Inc.</u>		
<i>Name of organization designated as registered agent</i>		
The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:		
<u>Quiddity Engineering, LLC</u>		
<i>Name of represented entity</i>		
The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.		
x:	<i>Signature of person authorized to act on behalf of organization</i>	<i>Printed name of authorized person</i>
	<u>Krista Abair, Asst. Secretary on behalf of Capitol Corporate Services, Inc.</u>	<u>12/01/2021</u>
		<i>Date (mm/dd/yyyy)</i>

EXHIBIT B

LLC Agreement

(See attached.)

QUIDDITY ENGINEERING, LLC
a Texas limited liability company

AMENDED AND RESTATED
COMPANY AGREEMENT

effective as of December 6, 2021

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH MEMBERSHIP RIGHTS IS RESTRICTED. SUCH MEMBERSHIP RIGHTS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED BY COMPANY AS HAVING ACQUIRED ANY SUCH MEMBERSHIP RIGHTS FOR ANY PURPOSES, UNLESS (1)(A) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT, WITH RESPECT TO SUCH MEMBERSHIP RIGHTS SHALL THEN BE IN EFFECT AND SUCH SALE, ASSIGNMENT, OR TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR (B) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER, AND (2) THE TERMS AND CONDITIONS OF THIS COMPANY AGREEMENT HAVE BEEN SATISFIED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER.

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT ARE SUBJECT TO FURTHER RESTRICTIONS AS TO THEIR SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THIS COMPANY AGREEMENT AND AGREED TO BY THE MEMBER. SUCH RESTRICTIONS PROVIDE, AMONG OTHER THINGS, THAT NO MEMBERSHIP RIGHT MAY BE TRANSFERRED WITHOUT FIRST OBTAINING THE CONSENT OF COMPANY'S SOLE MEMBER, AND THAT NO VENDEE, TRANSFEREE, ASSIGNEE, OR ENDORSEE OF A MEMBER SHALL HAVE THE RIGHT TO BECOME A SUBSTITUTED MEMBER WITHOUT FIRST OBTAINING THE CONSENT OF COMPANY'S SOLE MEMBER.

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QUIDDITY ENGINEERING, LLC
a Texas limited liability company

AMENDED AND RESTATED
COMPANY AGREEMENT

This AMENDED AND RESTATED COMPANY AGREEMENT ("Agreement") is made and entered into and shall be effective as of December 6, 2021, for good and valuable consideration, by the Person executing this Agreement as the Member on the following terms and conditions:

R E C I T A L S:

A. Company is organized pursuant to the Certificate, and that certain Company Agreement made and entered into effective as of December 1, 2021 (the "Original Agreement").

B. Pursuant to that certain Contribution and Assignment Agreement made and entered into effective as of the Effective Date by and between Jones & Carter, Inc., a Texas corporation ("Original Member") and Company (the "Contribution Agreement"), among other things, (i) Original Member contributed and assigned to Quiddity Holdings, LLC, a Texas limited liability company ("Holdings"), all, right, title, and interest in and to 1,000 membership units of Company constituting 100% of the issued and outstanding ownership interest of Company, (ii) Holdings was admitted as a substituted member of Company in the place and stead of Original Member with respect to the membership units contributed to Company pursuant to the Contribution Agreement, and (iii) Original Member ceased to be a member of Company for all purposes from and after the Effective Date (the "Contribution Transaction").

C. The Member desires to enter into this Agreement to (i) reflect the Contribution Transaction, and (ii) formalize its understandings and agreements regarding Company, and in furtherance thereof to amend and restate the Original Agreement so that the terms and conditions of this Agreement supersede the terms and conditions of the Original Agreement and become the terms and conditions governing the relationships among and between the Members with respect to Company from and after the Effective Date.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants, agreements, and benefits to be obtained hereby, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Member hereby agree as follows:

ARTICLE 1
ORGANIZATION

SECTION 1.1 Continuation; Original Agreement. The Member hereby subscribes to and adopts this Agreement for purposes of setting forth the terms and conditions pursuant to which Company will be governed and operated from and after the Effective Date. Except as expressly provided to the contrary in this Agreement, the rights, duties, status and liabilities of the Member, and the formation, administration, dissolution, and continuation or termination of Company, shall be as provided in the TBOC. This Agreement supersedes, restates, and replaces

the Original Agreement in its entirety, and the Original Agreement shall hereafter have no further force and effect.

SECTION 1.2 Name. The name of Company shall remain “Quiddity Engineering, LLC” and all Company business must be conducted in that name or such other names that comply with Law as the Board of Managers may select from time to time.

SECTION 1.3 Purpose and Powers. The purposes of Company are to (a) acquire, buy, manage, protect, conserve, sell, dispose of, and/or otherwise deal (directly or indirectly) with any and all property contributed by the Member or acquired by Company; (b) conduct such activities as may be necessary or appropriate in connection with the foregoing; and (c) transact any and all lawful business for which a limited liability company may be organized under the TBOC (the “Business”). Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental, or convenient to or in furtherance of the purposes of Company, and shall have, without limitation, any and all powers that may be exercised on behalf of Company by the Board of Managers pursuant to this Agreement.

SECTION 1.4 Tax Status. Company is a single-member limited liability company. Notwithstanding anything in this Agreement or Company’s other organizational documents to the contrary, Company’s existence separate from its owner shall, solely for U.S. federal income tax purposes, be disregarded in accordance with the Regulations promulgated under Code Section 7701 for so long as Company qualifies for such “disregarded entity” status. Accordingly, during such period, profits, losses, and other federal income tax items shall be reported directly by the Person that constitutes Company’s single owner under and for purposes of such Regulations. If at any time Company’s separate existence from its owners is not disregarded under such Regulations, profits, losses, and other federal income tax items shall be reported for federal income tax purposes in accordance with Company’s then applicable entity classification status under the Code.

SECTION 1.5 Principal Office. The principal office of Company in the United States shall be at such place as the Board of Managers may designate, which need not be in the State of Texas, and Company shall maintain records there as required by the TBOC. Company may have such other offices as the Board of Managers may designate.

SECTION 1.6 Filings. The Board of Managers shall take any and all actions, including without limitation, the filing of amendments to the Certificate or new certificates, necessary to perfect and maintain the status of Company as a limited liability company under the Laws of the State of Texas. The Board of Managers shall cause amendments to the Certificate to be filed whenever required by the TBOC. Such amendments may be executed by the Managers or any Officer designated by the Board of Managers. In the event of the dissolution and completion of the winding up of Company, the Liquidator shall promptly execute and cause to be filed certificates of cancellation or termination in accordance with the TBOC and the Laws of any other states or jurisdictions in which Company has filed certificates.Period of Existence. Company’s existence shall be perpetual unless and until a Termination Event occurs and the winding up and termination of Company and its business is completed pursuant to the requirements of this Agreement and the TBOC.

SECTION 1.8 Winding Up and Termination.

1.8.1 Termination Events. Company shall commence winding up upon the first to occur of any of the following (each, a “Termination Event”): (a) the affirmative vote of the Member to wind up and terminate Company; (b) a judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the Business; or (c) the occurrence of any event that requires dissolution of Company pursuant to any provision of the TBOC or this Agreement. Notwithstanding any provision of the TBOC to the contrary, Company shall not dissolve prior to the occurrence of a Termination Event.

1.8.2 Winding Up. Upon the occurrence of a Termination Event, Company shall continue solely for the purposes of winding up its affairs in an orderly manner in accordance with the requirements of the TBOC; provided, however, that all covenants and agreements contained in this Agreement shall continue to be fully binding upon the Member until such time as Company has completed the winding up of its affairs pursuant to the TBOC.

1.8.3 Appointment of Liquidator. Upon the occurrence of a Termination Event, the Board of Managers may appoint a Person to wind up Company’s affairs in the manner contemplated in Section 1.8.2 and the TBOC.

1.8.4 Member Cooperation. Following the occurrence of a Termination Event, the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of Company’s business and affairs.

SECTION 1.9 Title to Property. All property owned by Company shall be owned by Company as an entity and no Member shall have any ownership interest in such property in its individual name, and the Member’s interest in Company shall be personal property for all purposes. Notwithstanding anything in this Section 1.9 to the contrary, no property of the Member shall constitute property of Company unless expressly conveyed to Company in writing.

SECTION 1.10 Payment of Individual Obligations. Company’s credit and assets shall be used solely for the benefit of Company, and no asset of Company shall be Transferred or encumbered for, or in payment of, any individual obligation of the Member.

SECTION 1.11 Other Instruments. The Member hereby agrees to execute and deliver to Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, limited powers of attorney and other instruments, and to take such other action, as the Board of Managers reasonably determines is necessary, useful or appropriate to comply with any Laws or enable Company to fulfill its responsibilities under this Agreement.

ARTICLE 2 MEMBERS

SECTION 2.1 One Class of Members. There shall be one class of members. The ownership interests held by the Member shall be represented by Units issued pursuant to Article 5.

SECTION 2.2 Single Member. Company has been organized as a single-member limited liability company. Company's sole Member is Holdings. The affirmative vote of the Member, or the authorized representative of the Member, shall constitute the act of the Member.

SECTION 2.3 Special Vote Requirements. Except as otherwise provided in this Agreement, and notwithstanding Section 3.1, the following actions shall require an affirmative vote of the sole Member:

- (a) the election or removal of Managers;
- (b) authorizing the creation of a series of Units;
- (c) authorizing a change in the number of Managers comprising the Board of Managers;
- (d) authorizing the approval of any merger, consolidation, or other form of reorganization or winding up and dissolution of Company;
- (e) the admission of any additional or substitute Member;
- (f) authorizing any amendment to the Certificate or this Agreement;
- (g) authorizing the revocation of any voluntary dissolution proceedings initiated by Company; and
- (h) authorizing the sale of all or substantially all of the assets of Company.

SECTION 2.4 Member Liability. The Member shall not be liable under a judgment, decree, or order of a court, or in any other manner for the debts or any other obligations or liabilities of Company. The Member shall be liable only to make its capital contribution, and shall not be required to lend any funds to Company, or to make any additional contributions, assessments or payments to Company.

ARTICLE 3

BOARD OF MANAGERS

SECTION 3.1 General Powers. The business and affairs of Company shall be managed by the Board of Managers. The Board of Managers may exercise all of the powers of Company consistent with the Certificate, this Agreement, the TBOC, and applicable Law. Notwithstanding anything herein to the contrary, the Member shall not have any power to cause Company to enter into any transaction or take any action without an affirmative vote or written consent of the Board of Managers.

SECTION 3.2 Limitations on Power. Notwithstanding any other provisions of this Agreement, the Board of Managers shall not have authority under this Agreement to cause Company to take any action or engage in any transaction for which the vote, consent, or approval of the Member is expressly required by the Certificate, this Agreement, non-variable provisions of the TBOC, and applicable Law, without first obtaining the requisite vote, consent or approval. In this regard, (a) the Board of Managers shall not cause Company to take the actions identified in Section 2.3 without first obtaining the requisite vote, consent, or approval of the Member, and (b) for the avoidance of doubt, the Member hereby consents and agrees that, subject to Section 2.3, the Board of Managers is authorized to execute, deliver, and perform agreements, acts, transactions, and matters described in this Agreement on behalf of Company, without any further act, approval, or vote of the Member, notwithstanding any other provisions of the TBOC or any applicable Law.

SECTION 3.3 Number and Qualifications. The number of Managers of Company shall be two (2), or such other number, not less than one (1), as may be subsequently determined by the Member; provided, however, that a decrease in the number of Managers shall not have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Texas or a Member.

SECTION 3.4 Election; Term. As of the Effective Date, the Managers comprising the Board of Managers are Bryan P. Kennedy, Carlos P. Cotton, Clayton O. Black, Conlin D. Crow, Kevin R. Krahn, Robert L. Aylward, and Tobin T. Synatschk, each an individual resident of the State of Texas. Each Manager shall be appointed by and serve at the discretion of the Member, and thus shall hold office until his, her or its successor shall have been duly elected and qualified. Any Manager may be removed at any time, with or without cause, by the Member.

SECTION 3.5 Regular Meeting. A regular meeting of the Board of Managers may be held if and as determined by the Board of Managers.

SECTION 3.6 Special Meetings. A special meeting of the Board of Managers may be called by or at the request of any Manager and will be held at the time and place within or outside the State of Texas stated in the Notice of the meeting, unless otherwise agreed by a quorum of the Managers, upon prior Notice as required by Section 3.7.

SECTION 3.7 Notice of Special Meetings. When a special meeting of the Board of Managers is called pursuant to Section 3.6, Notice shall be delivered not less than one (1) nor more than sixty (60) Days before the date of the special meeting to each Manager of record

entitled to vote at such meeting. The purpose for the meeting shall be set forth in the Notice. Any proper matter may be presented for consideration at the meeting, even though the matter is not described in the Notice for the meeting.

SECTION 3.8 Waiver of Notice by Attendance. The attendance of a Manager at a meeting of the Board of Managers shall constitute a waiver of Notice of such meeting by the Manager, except when a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Except as may be otherwise provided by Law, the Certificate, or this Agreement, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers must be specified in the Notice of or any waiver of Notice of such meeting.

SECTION 3.9 Quorum and Adjournment. Managers holding a majority of the votes as provided in Section 3.10 shall constitute a quorum for the transaction of business at any meeting of the Board of Managers. If less than a quorum is present at any meeting of the Managers, a majority of the Managers present at the meeting may adjourn the meeting without further Notice other than the announcement of the adjournment of the meeting, until a quorum is present.

SECTION 3.10 Voting and Manner of Acting. Each Manager shall have one (1) vote with respect to any matter submitted for consideration by the Board of Managers. Except as otherwise provided elsewhere in this Agreement, by Law or by the Certificate, the vote of Managers holding a majority of the votes at a meeting shall decide any question brought to the Board of Managers for consideration at such meeting.

SECTION 3.11 Presumption of Assent. A Manager who is present at a meeting of the Board of Managers at which action on any matter is taken shall be presumed to have assented to the action unless the Manager's dissent shall be entered in the minutes of the meeting, or unless the Manager either files a written dissent to such action with the person acting as the secretary of the meeting before adjournment thereof or forwards such dissent to Company, in the manner contemplated in Section 8.3 for providing Notice, within three Business Days after adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

SECTION 3.12 Written Consent. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers were present and voted. A copy of any proposed consent action of the Board of Managers shall be sent to all Managers simultaneously (or as close thereto as is practical under the circumstances). A copy of each fully executed consent action of the Board of Managers shall be sent to each Manager as soon as possible following execution.

SECTION 3.13 Member Advice. The Board of Managers may, but shall have no obligation to, seek advice from the Member, either formally or informally, but (a) the Member shall be paid no compensation for providing any such advice, (b) the Member shall not be

deemed to have taken part in any Company business or operations (and shall be deemed not to have so taken part), (c) shall not be considered a Company representative of any kind, and (d) shall have no liability to Company or any other Person with respect to any such advice that may or may not be provided.

SECTION 3.14 Transactions with Affiliates.

3.14.1 General Authorization. Except as otherwise required by applicable Law, the Board of Managers is hereby authorized to cause Company to borrow money from, purchase or lease property from, rent equipment from, sell or lease property to, engage the services of, or otherwise deal with any Member, acting on its own behalf, or any Affiliate of any Member; provided, however, that any such borrowing, purchase, sale, or other transaction shall be made in the ordinary course of Company's business and shall be on terms and conditions that are commercially reasonable under the circumstances as determined by the Board of Managers.

3.14.2 Lending Transactions. The Member and any Affiliate of the Member may, with the approval of the Board of Managers, lend money to, borrow money from, act as a surety, guarantor, or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other similar business with Company, and, subject to applicable Law, shall have the same rights and obligations with respect thereto as a Person who is not a Member. The existence of these relationships and acting in such capacities shall not result in the Member being deemed to be participating in the control of the business of Company or otherwise affect the limited liability of the Member contemplated hereunder.

ARTICLE 4 OFFICERS

SECTION 4.1 Number. The Board of Managers may, in its discretion, elect Officers, including a Chief Executive Officer, President, Secretary, one or more Vice Presidents, a Treasurer, and assistant Officers. Each Officer shall have such rights and perform such duties as customarily associated with his or her officer position. Any two or more offices may be held by the same Person. If any two or more offices are held by the same Person, such Person shall be entitled to exercise the rights and duties of each such office as set forth hereinafter. If the holder of two or more offices is required to sign any instruments, certificates, agreements, or any other documents on Company's behalf, then the signature of such Person in any one of his or her capacities shall be sufficient to bind Company.

SECTION 4.2 Election and Term. Officers shall be elected whenever, in the best judgment of the Board of Managers, the best interests of Company would be served thereby. Each Officer shall hold office until his or her death, resignation or removal, or until his successor shall have been duly elected and shall have qualified.

SECTION 4.3 Removal. Any Officer or agent elected or appointed by the Board of Managers may be removed by the Board of Managers whenever in its judgment the best interests

of Company would be served thereby, but the removal shall be without prejudice to the contract rights, if any, of the Person so removed.

SECTION 4.4 Vacancies. A vacancy in any office resulting from death, resignation, removal, disqualification, or otherwise may be filled by the Board of Managers, in its discretion, for the unexpired portion of the term.

SECTION 4.5 Chief Executive Officer. Subject to the Board of Managers itself, the Chief Executive Officer shall in general supervise and control all of the day-to-day business and affairs of Company, including the authority to appoint such agents and employees of Company as the Chief Executive Officer shall deem necessary (who shall act at the discretion of the Chief Executive Officer), to prescribe their powers, duties, and compensation, and to delegate authority to them. The Chief Executive Officer shall have general executive charge, management and control of the properties, business and operations of Company with all such powers as may be reasonably incident to such responsibilities. The Chief Executive Officer may sign certificates for Units, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other Officer or agent of Company, or shall be required by Law to be otherwise signed or executed, and in general shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Managers from time to time.

SECTION 4.6 President. In the absence of the Chief Executive Officer or in the event of the death, inability, or refusal to act of the Chief Executive Officer, the President, if any, shall perform the duties of the Chief Executive Officer. The President may agree upon and execute any leases, agreements, or contracts in the name of Company and may sign certificates for Units, and shall have such other powers and duties as designated by this Agreement and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Managers.

SECTION 4.7 Vice Presidents. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President, if any (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the Chief Executive Officer, President, or the Board of Managers.

SECTION 4.8 Secretary. The Secretary shall: (a) keep the minutes of the Board of Manager's meetings in one or more books provided for that purpose; (b) see that all Notices are given in accordance with the terms of this Agreement or as required by Law; (c) be custodian of Company's records and seal, if any; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) sign with the Chief Executive Officer or President certificates for Units, the issuance of which shall have been authorized by resolution of the Board of Managers; (f) have general charge of the Unit transfer books of Company; and (g) in general perform all duties incident to the office of Secretary and such other

duties as from time to time may be assigned to him or her by the Chief Executive Officer, President, or the Board of Managers.

SECTION 4.9 Treasurer. The Treasurer, if required by the Board of Managers, shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Managers shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of Company; (b) receive and give receipts for monies due and payable to Company from any source whatsoever; (c) deposit all such monies in the name of Company in the banks, trust companies, or other depositories as shall be selected in accordance with the provisions of this Agreement; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer, President, or the Board of Managers.

SECTION 4.10 Salaries. The salaries of the Officers shall be fixed from time to time by the Board of Managers.

SECTION 4.11 Securities of Other Issuers. The Chief Executive Officer or such other Person designated by the Board of Managers from time to time shall have power and authority to Transfer, endorse for Transfer, vote, consent or take any other action with respect to any securities of another issuer which may be held or owned by Company and to make, execute and deliver any waiver, proxy or consent with respect to any such securities and otherwise to exercise any and all rights and powers which Company may possess by reason of its ownership of securities in such other issuer.

ARTICLE 5

LIABILITY LIMITATION, INDEMNIFICATION AND INSURANCE

SECTION 5.1 Limitation on Liability

5.1.1 General. To the fullest extent permitted by the TBOC, no Member, Manager, or Officer shall be personally liable to Company, any Member, or any other Person for any loss, damages, or claims arising out of or incurred by reason of any act or omission by such Member, Manager, or Officer (including any loss, damages, or claims based on the proposition that such Member, Manager, or Officer owes any fiduciary or other duties to any Person); provided, however, this Section 5.1.1 shall not limit the liability of a Member, Manager, or Officer for any act or omission that constitutes fraud, gross negligence, or willful misconduct by such Member, Manager, or Officer. Except for the duties expressly set forth in this Agreement, a Member, Manager, or Officer shall not be subject to any duties (including fiduciary duties) with respect to the management of Company. If applicable Law is hereafter amended to authorize the further elimination or limitation of the liability of a member, manager, or officer of a limited liability company, then the liability of a Member, Manager, or Officer shall be limited to the fullest extent permitted by then applicable Law. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any Member, Manager, or Officer occurring prior to such amendment, modification, or repeal. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE MEMBER, IN ITS CAPACITY AS A MEMBER, AND EACH MANAGER AND OFFICER, MAY

APPROVE, DECIDE, OR DETERMINE ANY MATTER SUBJECT TO THE APPROVAL, DECISION, OR DETERMINATION OF SUCH MEMBER, MANAGER, OR OFFICER PURSUANT TO ANY PROVISION OF THIS AGREEMENT IN THE SOLE DISCRETION OF SUCH MEMBER, MANAGER, OR OFFICER, AND IN EVALUATING OR MAKING SUCH APPROVAL, DECISION, OR DETERMINATION SUCH MEMBER, MANAGER, OR OFFICER SHALL HAVE NO DUTY, FIDUCIARY OR OTHERWISE, TO ANY MEMBER OR COMPANY, IT BEING THE EXPRESS INTENT OF THE MEMBER THAT SUCH MEMBER, IN ITS CAPACITY AS A MEMBER, AND EACH MANAGER AND OFFICER, SHALL HAVE THE RIGHT AND ABILITY TO EVALUATE OR MAKE ANY SUCH APPROVAL, DECISION, OR DETERMINATION SOLELY ON THE BASIS OF THE MEMBER'S OWN INTERESTS OR THE INTERESTS OF THE MEMBER(S) THAT DESIGNATED OR APPOINTED SUCH MANAGER OR OFFICER. Acknowledgment and Waiver. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member, Manager, or Officer. Furthermore, Company and the Member each hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable Law, and in so doing hereby acknowledges and agrees that the duties and obligations of each Member, Manager, or Officer to each other and to Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Member, Manager, or Officer otherwise existing at Law or in equity, are agreed by the Member to replace such other duties and liabilities of such Member, Manager, or Officer. To the extent that, at Law or in equity, any Member, Manager, or Officer has duties and liabilities related thereto to Company or to any other Person, a Member, Manager, or Officer acting under this Agreement shall not be liable to Company or to any such other Person for such Member's, Manager's, or Officer's good faith reliance on this Section 5.1.

SECTION 5.2 Indemnification. Company shall, to the fullest extent now or hereafter permitted, and in the manner provided under applicable Law, including Chapter 8 of the TBOC (or the corresponding provision of any subsequent Law), as amended, indemnify, defend, protect, and hold harmless each Covered Person, from and against all actions, suits, or proceedings, and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses (including court costs and reasonable attorneys' fees), arising out of the management of Company or such Person's service or status as a Covered Person ("Indemnifiable Items"). THE INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS SECTION 5.2 ARE INTENDED TO BE ENFORCEABLE AGAINST COMPANY AND THE MEMBER IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY OTHER SIMILAR RULE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNIFICATION OBLIGATIONS BECAUSE OF THE SIMPLE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE COVERED PERSONS. ACCORDINGLY, THE INDEMNIFICATION PROVIDED HEREUNDER SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR RESPONSIBILITY BY A COVERED PERSON; PROVIDED, HOWEVER, THAT THE INDEMNIFICATION PROVIDED HEREUNDER SHALL NOT APPLY TO MATTERS ARISING OUT OF THE

GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR WILLFUL BREACH OF THIS AGREEMENT BY A COVERED PERSON. No amendment, modification, or repeal of the provisions of this Section 5.2 will apply to or adversely affect any right or protection of any Covered Person hereunder for or with respect to any acts or omissions of any Covered Person occurring prior to such amendment, modification or repeal.

5.2.1 Advance Payment. Company shall pay or reimburse, in advance of the final disposition of any applicable proceeding, reasonable expenses incurred by an Indemnified Party to the fullest extent now or hereafter permitted by the TBOC (or the corresponding provision of any subsequent Law), as amended.

5.2.2 Rights Cumulative. The right to indemnification and the advance payment or reimbursement of expenses conferred in this Section 5.2 shall be cumulative of, and in addition to, any and all other rights, remedies and resources to which the Covered Persons are entitled at Law or in equity. The provisions of this Section 5.2 shall constitute a contract between Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 5.2 is in effect, on the other hand, pursuant to which Company and each such Covered Person intend to be bound. No amendment, repeal, or modification of this Section 5.2 that adversely affects the rights of a Covered Person to indemnification for Indemnifiable Items incurred or relating to a state of facts existing prior to such amendment, repeal, or modification shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Indemnifiable Items.

SECTION 5.3 Insurance. To the fullest extent permitted by the TBOC, and with limits and at a cost acceptable to the Board of Managers, Company may purchase and maintain, at its own expense, insurance to protect itself, any Covered Person against any claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses whether or not Company would have the power to indemnify such person against such amounts under this Article 5.

ARTICLE 6 ISSUANCE AND TRANSFER OF UNITS

SECTION 6.1 Authorized Units. Ownership interests in Company shall be represented by Units. Company is authorized to issue any number of Units as may be determined by the Board of Managers and the Member. There may be fractional Units.

SECTION 6.2 Ownership of Units. Pursuant to Section 2.2, as of the Effective Date, 1,000 Units, constituting all issued and outstanding Units, are held by Company's sole Member. In connection with the execution and delivery of this Agreement, Member shall not be required to make any capital contribution to Company.

SECTION 6.3 Issuance of Units. The Board of Managers may issue Units, subject to Section 6.1, (a) to a Person (and admit such Person as a new Member) upon Company's receipt of a capital contribution from such Person, or in consideration for the provision of or an agreement to provide services to Company, subject to the terms and conditions of this

Agreement, or (b) pursuant to a permitted Transfer. Exhibit A shall be revised to reflect the issuance of Units following the Effective Date.

SECTION 6.4 Certificates for Units. All Units shall initially be uncertificated. Ownership certificates representing Units shall be issued from time to time as the Board of Managers may determine is necessary or appropriate, and shall be in such form that is consistent with the requirements of Law and the Certificate, as the Board determines from time to time. All issued certificates shall be consecutively numbered or otherwise identified. The name and address of the Person to whom the Units represented thereby are issued, with the number of Units and date of issue, shall be entered on the Unit transfer books of Company. All certificates surrendered to Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of Units shall have been surrendered and canceled; provided, however, that in the case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and the Member providing such indemnity to Company as the Board may prescribe.

SECTION 6.5 Unit Transfers A Transfer of Units pursuant to a Transfer of Membership Rights shall be made only on the Unit transfer books of Company, by the holder of record thereof, or by the holder of record's legal representative or attorney-in-fact authorized by power of attorney (or such other evidence of authority as may be appropriate) duly executed and filed with Company, and upon surrender for cancellation of the certificate representing such Units. Except as otherwise specifically provided in this Agreement, the Person in whose name Units stand on the books of Company shall be deemed by Company to be the owner thereof for all purposes. Exhibit A shall be revised to reflect any permitted Transfer of any Units.

ARTICLE 7

FINANCIAL MATTERS; BOOKS AND RECORDS

SECTION 7.1 Distributions.

7.1.1 Distributions of Net Cash Flow. Except as otherwise expressly provided in this Agreement, Net Cash Flow, if any, shall be distributed from time to time as the Board of Managers determines to the Member.

7.1.2 Distributions Upon Liquidation. Following the occurrence of a Termination Event, distributions shall be made to the Member.

7.1.3 Restrictions Upon Distributions. No distribution shall be made pursuant to this Article 7 if and to the extent that it is prohibited under the TBOC.

7.1.4 No Return Obligation. There shall be no requirement for any Member to return any distributions by Company to Company unless such distributions were made in contravention of the TBOC or other applicable Law.

SECTION 7.2 Maintenance of Books and Records. Company shall maintain at its principal place of business separate books of account for Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and

received, and all income derived in connection with the conduct of Company and the operation of the Business in accordance with this Agreement and the TBOC.

SECTION 7.3 Access to Books and Records. The Member, or any agents or representatives of the Member, at the Member's own expense, may examine, copy and audit the books and records of Company and make copies of and abstracts from the financial and operating records and books of account of Company, and discuss the affairs, finances and accounts of Company with the independent accountants of Company, all at such reasonable times and as often as the Member or any agents or representatives of the Member may reasonably request. The rights granted to the Member pursuant to this Section 7.3 are expressly subject to compliance by the Member with the confidentiality procedures and guidelines of Company, as such procedures and guidelines may be established from time to time.

SECTION 7.4 Tax Returns. Company shall furnish the Member with such items as may be required under and in accordance with applicable tax Law. Upon written request by the Member, Company also shall either allow the Member an opportunity to review, or furnish to the Member a copy of, the tax returns filed by Company, together with any schedules and other information that are relevant to the Member's own tax affairs.

SECTION 7.5 Banking. All funds of Company shall be deposited in Company's name, in such account or accounts with such financial institutions as may be approved by the Board of Managers from time to time. Withdrawals of funds from Company accounts shall be made on such signature or signatures as the Board of Managers may approve from time to time.

ARTICLE 8 MISCELLANEOUS

SECTION 8.1 Amendments. This Agreement may be amended by the sole Member at any time. Notwithstanding anything herein to the contrary, the Board of Managers shall have the power and authority to amend this Agreement at any time, without the necessity of obtaining the consent or approval of the Member, for purposes of (a) reflecting the admission of an additional Member in accordance with the terms of this Agreement, (b) reflecting the Transfer of Membership Rights in accordance with the terms of this Agreement, (c) complying with applicable Law, or (d) resolving an ambiguity in the existing terms and provisions of this Agreement. The Board of Managers shall promptly notify the Member of any amendments made pursuant to the foregoing power and authority, and provide the Member with complete copies of the changes thereby made to the Agreement; provided, however, that the failure of the Board of Managers to so notify the Member shall not affect the validity of any such amendment.

SECTION 8.2 Entire Agreement. This Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof.

SECTION 8.3 Notices. All notices, requests, demands, claims, and other communications pertaining to this Agreement ("Notices") must be in writing, must be sent to the addressee at the address set forth in this Section 8.3, or at such other address as the addressee has designated by a Notice given in the manner set forth in this Section 8.3, and must be sent by (a)

courier, hand delivery, or overnight express, or (b) prepaid, certified U.S. mail. Notices will be deemed given when delivered and receipted for (or when attempted delivery is refused at the address where sent), or, with regard to Notices sent via prepaid, certified U.S. mail, at the time indicated on the stamped Certified Mail Receipt properly received from U.S. Post Office; provided, however, that Notices received or delivered after 5:00 p.m. on any Business Day and before 8:59 a.m. the next Business Day, local time of the destination address, will be deemed given at 9:00 a.m. on such next Business Day. The addresses for Notices are as follows:

Company: Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, Texas 77401

Member: To the address set forth on the signature page hereof.

SECTION 8.4 Binding Effect. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member and the Member's heirs, legatees, legal representatives, successors, transferees, and assigns.

SECTION 8.5 Definitions and Additional Rules. For purposes of this Agreement, the terms set forth in Exhibit A shall have the meanings specified in Exhibit A. For purposes of this Agreement, unless the context shall require otherwise: (a) reference to "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation"; (b) reference in this Agreement to "herein," "hereby," or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole; (c) references to Articles and Sections refer to Articles and Sections of this Agreement; (d) words importing the singular number or plural number shall include the plural number and singular number respectively; (e) words importing the masculine gender shall include the feminine and neuter genders and vice versa; (f) references to Exhibits and Schedules are to the Exhibits and Schedules attached to this Agreement, each of which is made a part hereof for all purposes; (g) all references to "\$" or dollar amounts will be to lawful currency of the United States of America, (h) any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein, (i) references to a Person are also to the Person's permitted successors and assigns, (j) the term "or" means "and/or", and (k) the term "any" means "any one, more than one, or all".

SECTION 8.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

SECTION 8.7 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

SECTION 8.8 Further Action. The Member agrees to perform all further acts and execute, acknowledge, and deliver any further documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement, and to take such other action, as the Board of Managers determines is necessary, useful or appropriate to comply with any Laws, rules or regulations or enable Company to fulfill its responsibilities under this Agreement. In this regard, the Member hereby agrees to execute and deliver to Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, limited powers of attorney and other documents and instruments, and to take such other action, as the Board of Managers determines are necessary, useful or appropriate to either comply with Law or enable Company to fulfill its responsibilities under this Agreement.

SECTION 8.9 Time. For purposes of computing any period of time pursuant to this Agreement, the Day of the act, event or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding Day.

SECTION 8.10 Signatures. This Agreement shall be considered executed and delivered by the Member upon delivery via email, facsimile, portable document format (pdf) signature of an authorized representative of the Member or any electronic signature of an authorized representative of the Member complying with the U.S. federal ESIGN Act of 2000 (including DocuSign).

SECTION 8.11 Estoppel Certificate. The Member shall at any time and from time to time upon not less than twenty (20) Days prior Notice from the Board of Managers execute, acknowledge, and send to Company a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications) and stating whether or not, as to the Member, if the Member is in default in keeping, observing, or performing any of the terms contained in this Agreement, and, if in default, specifying each default (limited to those defaults of which the Member has knowledge).

SECTION 8.12 No Third-Party Rights. Except for the benefits provided to the Indemnified Parties described in Section 5.2, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Member (and Company) any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of or benefits provided under this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Member (and Company) and their permitted successors and assigns.

SECTION 8.13 Governing Law. THIS AGREEMENT, AND ALL CLAIMS OR CAUSE OF ACTION (WHETHER IN CONTRACT, IN TORT OR BY STATUTE) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), SHALL BE GOVERNED BY, ENFORCED IN ACCORDANCE WITH,

AND BE SUBJECT TO THE REMEDIES AVAILABLE UNDER THE INTERNAL LAWS OF THE STATE OF TEXAS, INCLUDING ITS STATUTES OF LIMITATION AND BURDENS OF PROOF AND AVAILABLE REMEDIES.

SECTION 8.14 Venue. THE EXCLUSIVE VENUE FOR CONDUCTING ANY LEGAL ACTION, SUIT, OR PROCEEDING WITH RESPECT TO THE ENFORCEMENT OF OR ANY MATTER ARISING UNDER OR IN CONNECTION WITH, OR CONTEMPLATED BY THIS AGREEMENT, INCLUDING THE CONDUCT OF ANY MEDIATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS, SHALL BE HARRIS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN HARRIS COUNTY, TEXAS IN ANY SUIT, ACTION OR PROCEEDING AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS.

[SIGNATURE PAGE ATTACHED]


SIGNATURE PAGE

Attached to and made a part of the
QUIDDITY ENGINEERING, LLC
AMENDED AND RESTATED
COMPANY AGREEMENT

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of
December 6, 2021.

SOLE MEMBER:

QUIDDITY HOLDINGS, LLC

By: 

Name: Robert L. Aylward
Title: Chief Executive Officer and President

Address for Notice:

6330 West Loop South, Suite 150
Bellaire, Texas 77401

EXHIBIT A

QUIDDITY ENGINEERING, LLC AMENDED AND RESTATED COMPANY AGREEMENT

GLOSSARY OF TERMS

As used in this Agreement, the following terms have the meanings set forth below:

“Affiliate” means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (b) any officer, director, manager, member or general partner of such Person, or (c) any Person who is an officer, director, manager, general partner, or trustee of any Person described in clauses (a) and (b) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the introductory paragraph.

“Board” and “Board of Managers” means all Managers collectively and shall be as described in this Agreement, including Article 3.

“Business” has the meaning set forth in Section 1.3.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

“Certificate” means the Certificate of Formation filed with the Secretary of State of the State of Texas pursuant to the Merger Documents.

“Code” means the Internal Revenue Code of 1986, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law).

“Company” means Quiddity Engineering, LLC, the Texas limited liability company formed pursuant to the filing of the Certificate and governed by such Certificate and further organized pursuant to the terms and conditions of this Agreement, as it may be amended and/or restated from time to time.

“Contribution Agreement” has the meaning set forth in the Recitals.

“Contribution Transaction” has the meaning set forth in the Recitals.

“Covered Person” means (a) each Member, (b) each Governing Person of Company, (c) each Former Governing Person of Company, (d) each Delegate of Company, and (e) each Officer or former Officer.

“Day” means a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the first succeeding Business Day.

“Delegate” has the meaning given to the term “delegate” in Section 8.001(1) of the TBOC.

“Effective Date” means the first date set forth in the introductory paragraph.

“Former Governing Person” has the meaning given the term “former governing person” in Section 8.001(4) of the TBOC.

“Governing Person” has the meaning given the term “governing person” in Section 1.002(37) of the TBOC.

“Holdings” has the meaning set forth in the Recitals.

“Interest” means a Person’s share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, Company.

“IRS” means the Internal Revenue Service.

“Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of any governmental authority (including the TBOC and the Code).

“Liquidator” means a Person appointed to oversee the liquidation of Company pursuant to this Agreement or the TBOC.

“Manager” means any Person serving on the Board of Managers from time to time pursuant to Article 3.

“Member” means any Person executing this Agreement as a member as of the date of this Agreement or hereafter admitted to Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in Company. All references in this Agreement to Member shall mean the member identified in Section 2.2.

“Membership Rights” means with respect to the Member, (a) the Member’s status as a Member; (b) that Member’s Units and Interest; (c) all other rights, benefits and privileges enjoyed by that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including that Member’s rights to vote, consent and approve and otherwise to participate in the management of Company; and (d) all obligations, duties and liabilities imposed on that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including any obligations to make capital contributions.

“Merger Documents” means, together, that certain Plan of Divisional Merger approved and authorized by the Member and that certain Certificate of Merger accepted for filing by the Secretary of State of the State of Texas effective as of the Effective Date.

“Net Cash Flow” means all cash funds of Company from any source, without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments (including loans made to Company by the Member), capital improvements, and replacements as determined by the Board of Managers in its Sole Discretion.

“Notices” has the meaning set forth in Section 8.3.

“Officer” means any Person designated and properly serving as an officer of Company appointed by the Board of Managers pursuant to Article 4.

“Original Agreement” has the meaning set forth in the Recitals.

“Original Member” has the meaning set forth in the Recitals.

“Person” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, or other entity.

“Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed, or final Regulations.

“Sole Discretion” means with respect to any Person, that Person’s sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate.

“TBOC” means the Texas Business Organizations Code, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law), including applicable provisions of the TLLCL.

“Termination Event” has the meaning set forth in Section 1.8.1.

“Transfer” means, as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, assignment, gift, pledge, hypothecation, encumbrance or other disposition and, as a verb, voluntarily or involuntarily, directly or indirectly, to transfer, sell, assign, give, pledge, hypothecate, encumber or otherwise dispose of an item. The term “Transfer” shall also specifically include (a) the transfer of all or any part of the beneficial ownership of, the voting power associated with, or any other right, power, or interest, in such item, including Membership Rights, and (b) with respect to a trust, the (i) acquisition of a beneficial interest in the trust by a charity or other legal entity, and (ii) the exercise of a special or general power of appointment with respect to any interest in the trust. For the avoidance of doubt, the term “Transfer” as it relates to a Unit or Membership Rights does not include the transfer of an ownership interest in a Member.

“Unit” means units representing the entire ownership interest and rights of a Member in Company at any particular time as a Member, including all Membership Rights held by the Member and the right of the Member to any and all rights and benefits to which a Member is entitled pursuant to the terms of this Agreement.

[END OF EXHIBIT A]

EXHIBIT C

Resolutions

(See attached.)

QUIDDITY ENGINEERING, LLC
a Texas limited liability company

CONSENT ACTION
OF THE BOARD OF MANAGERS

Pursuant to Section 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being all of the managers comprising the board of managers (the “Board”) of Quiddity Engineering, LLC, a Texas limited liability company (the “Company”), by the execution of this written consent (this “Consent”), hereby approve, consent to, and adopt the following recitals, resolutions, and actions therein authorized as the act of the Board by written consent, such approval, consent, and adoption to have the same force and effect as if done at a meeting of the Board called and held:

1. Approval of the Credit Agreement and Related Transactions.

WHEREAS, the Board has determined it is in the best interests of the Company to enter into (i) that certain Credit Agreement, dated effective as of December 20, 2021 (the “Credit Agreement”), by and among the Company, as borrower (the “Borrower”), Quiddity Holdings, LLC, a Texas limited liability company (“Holdings”), as a Guarantor (as defined herein), the other guarantors party hereto, the Lenders (as defined therein), and Truist Bank, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), as issuing bank (the “Issuing Bank”) and as swingline lender (the “Swingline Lender”); (ii) that certain Security and Pledge Agreement, dated as of December 20, 2021 (the “Security and Pledge Agreement”), by and among the Borrower, Holdings, and Administrative Agent; (iii) that certain Guaranty Agreement dated as of December 20, 2021 (the “Guaranty”), by and between the Company and Truist Bank; and (iv) the other Loan Documents (as defined in the Credit Agreement) and all other instruments, agreements, documents, and writings contemplated by any of the foregoing or required on the date hereof or from time to time following the date hereof to evidence and/or secure the loans contemplated by the Credit Agreement (together with the Credit Agreement, the Security and Pledge Agreement, and the Guaranty, the “Financing Documents”).

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby approves the terms and conditions of each of the Financing Documents and the execution and delivery of each of the Financing Documents, and the performance of the Company’s obligations thereunder, be, and they hereby are, adopted, approved, ratified and confirmed in all respects.

RESOLVED, that any manager or officer of the Company (each, an “Authorized Officer”) be, and each of them acting alone hereby is, authorized in the name and on behalf of the Company to execute and deliver each Financing Document to which the Company is a party and to cause the company to perform its obligations under each Financing Document to which the Company is a party, with such changes, additions and modifications thereto as such Authorized Officer, or any of them, shall approve, or any extensions, amendments, modifications, supplements, restatements and replacements of, or substitutions for, any Financing Document, as such Authorized Officer, or any of them, shall approve, such execution and delivery by such Authorized Officer to be conclusive evidence of such approval on behalf of the Company, and to enter into any swap contracts (including without limitation any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing) and any agreement governing the provision of treasury or cash management services (including without limitation deposit accounts, overnight draft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services), and to cause the Company to perform its obligations under each of the foregoing with such changes, additions and modifications thereto as such Authorized Officer, or any of them, shall approve or any extensions, amendments, modifications, supplements, restatements and replacements of, or substitutions for, any of the foregoing, as such Authorized Officer, or any of them, shall approve, such execution and delivery by such Authorized Officer to be conclusive evidence of such approval on behalf of the Company.

2. General Ratification.

RESOLVED, that in addition to and without limiting the foregoing, the Authorized Officers be, and each of them hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered or filed, for and in the name and on behalf of the Company, all or any orders, directions, certificates, instruments, agreements, notices, waivers, consents, amendments, mortgages, deeds of trust, leasehold mortgages, assignments, fixture filings, affidavits, Uniform Commercial Code financing statements, endorsements of securities, memoranda of copyright, patent and trademark security interests and other instruments and documents as it may deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of such Authorized

Officers) and all actions heretofore taken by the Authorized Officers in connection with the subject of the foregoing recitals and resolutions be, and they hereby are, approved, ratified and confirmed in all respects as the acts and deeds of the Company.

RESOLVED, this Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Consent shall be considered executed and delivered by a manager serving on the Board upon delivery via email, facsimile, portable document format (pdf) signature of the manager or any electronic signature of a manager complying with the U.S. federal ESIGN Act of 2000 (including DocuSign).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____



BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK

Date: _____

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSCHK

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: 12/09/21



CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK

Date: _____

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSCHK

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: 12/9/2021

CO. Black

CLAYTON O. BLACK

Date: _____

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSCHK

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK

Date: 12/09/21

Conlin D. Crow

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSCHK

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MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK

Date: _____

CONLIN D. CROW

Date: 12/10/21



KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSKCH

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK


Date: _____

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: 12/9/24



ROBERT L. AYLWARD

Date: _____

TOBIN T. SYNATSCHK

IN WITNESS WHEREOF, the undersigned, being all of the managers comprising the Board, have executed this Consent, effective as of the latest date indicated below.

MANAGERS:

Date: _____

BRYAN P. KENNEDY

Date: _____

CARLOS P. COTTON

Date: _____

CLAYTON O. BLACK

Date: _____

CONLIN D. CROW

Date: _____

KEVIN R. KRAHN

Date: _____

ROBERT L. AYLWARD

Date: 12/10/2021



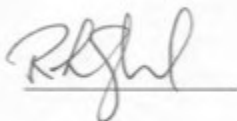
TOBIN T. SYNATSCHK

EXHIBIT D

Incumbency

Robert L. Aylward

Chief Executive Officer and
President



A handwritten signature in dark ink, appearing to read 'RLAylward', is written over a horizontal line.

Carlos P. Cotton

Chairman of the Board and
Executive Vice President

Tobin T. Synatschk

Chief Operations Officer and
Secretary

EXHIBIT D

Incumbency

Robert L. Aylward

Chief Executive Officer and
President

Carlos P. Cotton

Chairman of the Board and
Executive Vice President

Tobin T. Synatschk

Chief Operations Officer and
Secretary

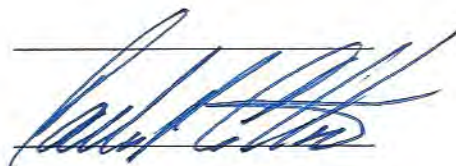


EXHIBIT D

Incumbency

Robert L. Aylward

Chief Executive Officer and
President

Carlos P. Cotton

Chairman of the Board and
Executive Vice President

Tobin T. Synatschk

Chief Operations Officer and
Secretary

A handwritten signature in blue ink, appearing to read "Tobin Synatschk", is written over a horizontal line. The signature is stylized and extends to the right of the line.

EXHIBIT E

Certificate of Existence



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Merger for Quiddity Engineering, LLC (file number 804337737), a Domestic Limited Liability Company (LLC), was filed in this office on December 01, 2021.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 06, 2021.



A handwritten signature of John B. Scott, consisting of a stylized 'J' and 'S'.

John B. Scott
Secretary of State



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve all 2024 events hosted by the San Marcos Main Street Program that may include commercial vendors.

BECERRA

Summary

Section E.12 of the Property Use Policy states that "commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by Commissioners Court." The San Marcos Main Street Program has held numerous events on the courthouse grounds for the last 5 years and would like permission to include vendors for their 2024 events that currently include Music on the Square, Movies on the Square, Bubble Fest, and Make Music Day.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a Sixth amendment to the Waste Connections Lone Star, Inc. Countywide Dumpster Contract pursuant to IFB 2021-B12, in relation to adding an additional haul to the Elections & IT Building located at 120 Stagecoach Drive, San Marcos at \$18.05 per haul. **SHELL/T.CRUMLEY**

Summary:

On December 7, 2021, the Commissioners Court awarded a contract to Waste Connections Lone Sta, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters. Currently, the dumpsters are hauled twice a week at the Elections & IT Building, and they are requesting an additional haul per week.

Fiscal Impact:

Amount Requested: \$18.05 per haul
Line Item Number: 001-695-00.5452

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Invitation for Bid (IFB) 2021-B12 Countywide Dumpsters

Auditor's Office:

G/L Account Validated Y/N?: Yes, Trash Hauling Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Contract Amendment - 6

Sixth Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpster Contract)

1. This Sixth Amendment to the Countywide Dumpster Contract (the “Sixth Amendment”), attached as *Exhibit “A”* and executed December 7, 2021, is made this 12th day of March 2024, effective March 1, 2024, by and between **Hays County, Texas (“Client”)** and **Waste Connections Lone Star, Inc. (“Contractor”)**. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

2. Location Pickups for Election/It Building (120 Stagecoach Trail, San Marcos, TX:
- Current: 4-yard dumpster, pick up two times per week: \$18.05/per haul
 - Amendment: 4-yard dumpster, pick up three times per week: \$18.05 per haul

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

Waste Connections Lone Star, Inc.

By: Morgan Dial

Printed Name: Morgan Dial

Title: District Sales Manager

Dated: 2/27/2024

ATTEST: _____

Elaine Cardenas
Hays County Clerk

Exhibit A
IFB 2021-B12 Countywide Dumpsters Contract



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Stephanie Hunt

Sponsor:

Judge Becerra

Agenda Item:

Approve contract extension of contract Delinquent Fine and Fee Collection Services - Justice Court, District Court & County Court with McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA) for a period not to exceed 102 days (July 31, 2024). **BECERRA/HUNT**

Summary:

The Contract for Delinquent Fine and Fee Collection Services - Justice Court, District Court & County Court expires on April 20, 2024. The Courts are requesting an extension to this contract for a period not to exceed 102 days (July 31, 2024) while new contracts are secured.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: Percentage of Collections per original contract terms

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?: N/A

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Contract Extension



HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012

San Marcos, Texas 78666

512-393-2278 • purchasing@co.hays.tx.us

April 6, 2024

McCreary Veselka Bragg & Allen P.C. Attorneys at Law (MVBA)

P.O. Box 1269

Round Rock, TX 78680

512-323-3200

RE: Contract Extension

The contract for Collection of Delinquent Court Fines and Fees assessed by the Justice Courts, District Courts, and County Courts expires on April 20, 2024. Hays County would like to temporarily extend the current contract for a period not to exceed 102 days while a new contract is secured. This contract extension will not provide for any alterations to the current terms and conditions. This extension will expire upon the execution of a new contract pursuant to solicitation number RFP 2024-P01 Justice Courts, and RFP 2024-P05 District and County Courts or on July 31, 2024, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Stephanie Hunt

Stephanie Hunt

Hays County Purchasing Agent

Matthew Tepper

Signature

MATTHEW TEPPER

Printed Name

McCreary Veselka Bragg & Allen, P.C.

Company

3-7-2024

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item:

Approve contract Change Order No. 4, in the amount of \$3,795.20 for Trimbuilt Construction, Inc. pursuant to IFB 2023-B13 IT-Elections Building Renovations and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

Trimbuilt Construction, Inc. has submitted the final contract change order for IFB 2023-B13 Contractor for IT-Elections Building Renovation for \$3,795.20. The project completion and final walk through was extended due to products being on back order.

Fiscal Impact:

Amount Requested: \$3,795.20

Line Item Number: 001-655-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommended funding source, Co-Wide Misc. Capital Improvements

\$3,796 - Increase Elections Misc. Capital Improvements 001-655-00.5741

(\$3,796) - Decrease Co-Wide Misc. Capital Improvements 001-645-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Invitation for Bid (IFB) 2023-B13 Contractor for IT-Elections Building Renovation

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc Capital Improvements

New Revenue Y/N?: N/A

Comments:

Attachments

Change Order 4

6660E - Hays Co IT/Election Office

CO #CO-4

Customer RFC #CO-4 10/11/2023 CO # 04 Hay's County - Sub Del
Noted on previous Trimbuilt pay applications, emails and conversations with Hays County the subcontractors hired by Hays County has delayed the finish of the project by 2 weeks.

Supervising \$10,000 (on the current invoice it is for 6 weeks – 5 working days, so 30 total working days.) 10000/30 = \$333.34 per day.
PM: \$1000/30 = \$33.34 per day
P&P Bond: \$220.00/30= \$7.34 per day
Insurance: \$165.00/30 = \$5.50

Event
Approved

Date
3/4/2024

Who
Howard Kindred

Phase	Cat	Item	Contract Amount	Budget Hours	Budget Amount	Subcon.
29	29	Contract Change	3,333.40			
30	30	Contract Change	333.40			
54	54	Contract Change	73.40			
79	79	Contract Change	55.00			
		RFC CO-4 Totals	3795.20	0.00	0.00	0.00
		Change Order CO-4 Totals	3795.20	0.00	0.00	0.00
		Job Totals	3795.20	0.00	0.00	0.00



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Agenda Item:

Authorize the County Judge to execute an Agreement between Hays County and The Bug Master for pest control services for additional buildings located at Uhland Road Complex, and authorize a waiver to the purchasing policy.

INGALSBE/CUTLER

Summary:

A waiver to the purchasing policy to obtain three quotes is being requested since Hays County is currently under agreement with The Bug Master for pest control services for all other county buildings. In January 2022, the court approved adding the Jail to the agreement, and at this time, two additional buildings located at Uhland Road need to be added. This includes the Training Academy Annex and the Maintenance building. Under the agreement, services will be performed quarterly and available as needed. The cost to add service is a one-time set-up fee of \$115 per building and then \$115 per building per quarter.

Fiscal Impact:

Amount Requested: \$920 - Year 1 (\$115 per qtr per location after)

Line Item Number: 001-618-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: Requires a waiver to the Purchasing Policy to obtain three quotes.

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Pest Control Service - Maintenance Shop

Pest Control Service - Training Building

Visit **portal.thebugmaster.com**
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Service Type

Pest Prevention

Location Information

Location Name
Vehicle Maintenance Shop

Service Address
1301 Uhland Road

Service City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 738-0634

Secondary Phone

Service and Warranty Information

This agreement and pricing shown within is valid for FY 2024.
Call/Text Chris when on the way - (512) 393-7659
Treating interior and exterior for control of crawling insects.
Initial service for pest prevention program. One year service agreement from
initial service.
Pest prevention service performed approximately every 90 days.

Establish and maintain up to a 10 ft a treated perimeter of structure to prevent
pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions

Warranty: Full warranty for all covered pests between scheduled services for the
duration of the agreement.

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Terms · Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$115.00		\$ \$115.00
Tax	Tax Exempt	Tax
\$ \$0.00		\$ \$0.00
Total		Total
\$ \$115.00		\$ \$115.00

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months
("Initial Term"). After the Initial Term, this agreement automatically renews for additional
12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by
either party in writing not less than 30 days from the end of the then-current Initial Term
or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts
due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date
February 21, 2024

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481 • Fax (888) 232-2567

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Training Building Annex

Service Address
1307 Uhland Road

Service City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 738-0634

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

This agreement and pricing shown within is valid for FY 2024.
Call/Text Chris when on the way - (512) 393-7659
Treating interior and exterior for control of crawling insects.
Initial service for pest prevention program. One year service agreement from
initial service.
Pest prevention service performed approximately every 90 days.

Establish and maintain up to a 10 ft a treated perimeter of structure to prevent
pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions

Warranty: Full warranty for all covered pests between scheduled services for the
duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$115.00		\$ \$115.00
Tax		Tax
\$ \$0.00	<i>Tax Exempt</i>	\$ \$0.00
Total		Total
\$ \$115.00		\$ \$115.00

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months
("Initial Term"). After the Initial Term, this agreement automatically renews for additional
12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by
either party in writing not less than 30 days from the end of the then-current Initial Term
or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts
due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date
10/28/2021

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481 • Fax (888) 232-2567



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a Software Support Subscription with Southwest Solutions Group for ControLoc valued at \$695.00 annually used by the Sheriff's Office for evidence lockers, and authorize a purchasing waiver to the Purchasing Policy. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office is requesting a waiver to the Purchasing Policy to obtain three quotes because the evidence lockers located at the Public Safety Building were purchased and installed by Southwest Solutions Group, and they are the only vendor who can provide service on the lockers. At this time, the S.O. is requesting approval for an annual Software Support Subscription with the vendor for ControLoc, which is the software used to operate the evidence lockers. Funding for this service is available in the Sheriff's Office Operating budget.

Fiscal Impact:

Amount Requested: \$695

Line Item Number: 001-618-00.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Requesting a waiver to the Purchasing Policy to obtain three quotes.

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Southwest Solutions Group Software Support Quote

Hays County
Sheriff's Department
1303 Uhland Rd.
San Marcos, TX 78666
(512) 393-7837

Support Subscription Details

Southwest Solutions Group support subscription provides the following:

Standard Support

- SSG priority help desk access via email help@southwestsolutions.com, southwestsolutions.com/support, or our toll-free 800-803-1083.
- Access to program engineers for advanced tier II support when needed.
- Standard Support hours 8am-5pm CST Monday-Friday.

Software Upgrades

- Access to software updates as they become available.

*Non-subscription customers who request updates will be charged the amount of a 1-year support subscription.

Support Subscription Renewal Package For ControLoc

Standard Support Package

- New Subscription Coverage Dates: 02/20/2024 thru 02/19/2025**
- 8:00am - 5:00pm CST Monday-Friday
- Help Desk Access: 800-803-1083 & remote web support: support.southwestsolutions.com

Renewal Cost: \$695.00

Previous Agreement

Agreement #	
Serial #	
Type	ControLoc
Status	
Subscription Length	12 Months

Agreement Contact	_____	Subscription Total	\$695.00
Auth Signature	_____	Date	_____
PO #	_____	Click to Add Payment Method	Quote Expires: 05/20/2024

- Software support plans do not include repairing corruption to data tables. Support does not include troubleshooting printer issues.
- Standard support does not include 3rd party applications such as Excel or Access. It is the responsibility of the customer to get training on these tools and train their internal staff.
- Price subject to change based on current sell price of software. Quote valid for 90 days from submission.
- In some cases not renewing subscription may result in loss of access to product.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Sheriff's Office to use Workplace Resource, LLC, doing business as Alfred Williams & Company, to assess office chairs valued at \$498.75; authorize a discretionary exemption under Texas Local Government Code, Ch. 262.024(a)(7)(D). **SHELL/CUTLER**

Summary:

In FY2020, Workplace Resource, LLC equipped the jail with furniture. The Torsa chair purchased in the furniture package has a 10-year warranty for parts. Currently, 35 chairs require repair. The vendor is charging labor of \$498.75 to assess the chairs, and the labor is not part of the warranty; therefore, the jail requests a discretionary exemption under Texas Local Government Code, Ch. 262.024(a)(7)(D). Funding for the assessment is available in the Jail's Operating budget.

Fiscal Impact:

Amount Requested: \$498.75

Line Item Number: 001-618-03.5411

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: discretionary exemption under Texas Local Government Code, Ch. 262.024(a)(7)(D) captive replacement parts or components for equipment

Auditor's Office

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Quote # RP231211

Exemption Certification



Workplace Resource, LLC
doing business as
Alfred Williams & Company

Quote# RP231211

Date: 12/11/2023

HAYS COUNTY JAIL

CHAIR ASSESSMENTS - LABOR ONLY

Purchase Order Must Be Made Out To The Following Vendor:

WORKPLACE RESOURCE DBA ALRED WILLIAMS & COMPANY

6310 NORTH LAMAR BLVD

AUSTIN, TX 78752

Price Valid for 30 Days

Item	Qty.	Product	Unit	Extended
1	1	INSTALL		
		Labor to Assess (35) Torsa Chairs During Normal Business Hours	\$498.75	\$498.75
			Total:	\$498.75

Alfred Williams & Company
1717 West 6th Street, Suite 190
Austin, TX 78703
PH: 1-800-580-3000

Alfred Williams & Company
4400 NE Loop 410, Suite 130
San Antonio, TX 78218
PH: 1-800-486-6011

Alfred Williams & Company
7884 Office Park Blvd., Suite 130
Baton Rouge, LA 70809
PH: 1-800-580-3000

Hays County Commissioners Court


Workplace Resource, LLC dba Alfred Williams & Company

March 12, 2024

Ref: Assessment of chairs under warranty, labor not included

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Hays County Sheriff's Office recognizes Workplace Resource, LLC dba Alfred Williams & Company as a sole source provider to provide captive replacement parts or components for equipment being utilized in the Hays County Sheriff's Office. In order for Workplace Resource, LLC dba Alfred Williams & Company to replace warranty parts, the vendor must first assess what parts are required. The labor for the assessment is not covered under warranty nor the Omnia Partners contract R191803 and require a discretionary exemption.


Sheriff



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of Amendment No 1 to the Department of State Health Services (DSHS), FY24 Immunizations/Locals grant contract in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**

Summary:

This amendment extends the current Immunizations/Locals (IMM/LOCALS) grant contract for an additional year and adds \$192,341.00 to the contract. This amendment becomes effective on September 1, 2024, and runs through August 31, 2025, and brings the total amount of the contract to \$384,682.00. This is a yearly grant award and funds are used to partially support 5 positions within the Health Department (Health Department Manager, Texas Vaccines For Children/Immunization Specialist, 2 ImmTrac Specialists, and one Epidemiologist) as well as supplies.

Grant Number HHS001331300023

New Grant Period 9/1/2023 - 8/31/2025

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-018]

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award will be budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: TBD for Supplies

Auditor's Office

G/L Account Validated Y/N?:

New Revenue Y/N?: Revenue will be certified during the annual budget process.

Comments:

Attachments

Amendment No 1

Budget

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. HHS001331300023
AMENDMENT No. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **HAYS COUNTY HEALTH DEPARTMENT** (“Grantee”), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2023, and denominated DSHS Contract No. HHS001331300023 (the Contract), now want to amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract term for an additional year, representing the first of four extension options (“First Extension Option”);

WHEREAS, DSHS wants to add funds to the Contract to pay for services provided during the extended term; and

WHEREAS, DSHS wants to revise the Statement of Work and replace Attachments C and D.

NOW, THEREFORE, the Parties agree as follows:

1. The Contract is extended in accordance with SECTION III, DURATION, of the Contract for an additional year. The First Extension Option shall begin on September 1, 2024 and ends on August 31, 2025, unless terminated sooner.
2. SECTION V, BUDGET AND INDIRECT COST RATE, of the Contract is amended to increase funding in the amount of \$192,341.00 for State Fiscal Year 2025 (“FY 2025”). The total not-to-exceed amount of this Contract is increased to **\$384,682.00**. All expenditures of the additional funds must conform with **ATTACHMENT B-1, FY 2025 BUDGET**.
3. ATTACHMENT A, STATEMENT OF WORK, of the Contract is deleted in its entirety and replaced with ATTACHMENT A-1, FY 2025 STATEMENT OF WORK.
4. ATTACHMENT B, BUDGET, of the Contract is supplemented with the addition of ATTACHMENT B-1, FY 2025 BUDGET.
5. ATTACHMENT C, HHS CONTRACT AFFIRMATIONS v. 2.2 (MAY 2022), is deleted in its entirety and replaced with ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS v. 2.3 (AUGUST 2023) which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. ATTACHMENT D, HHS UNIFORM TERMS AND CONDITIONS – GRANT v. 3.2 (July 2022) is deleted in its entirety and replaced with ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS-GRANT v. 3.3 (NOVEMBER 2023), which is attached to this Amendment and incorporated and made part of the Contract for all purposes.

7. ATTACHMENT J-1, FISCAL FEDERAL FUNDING AND ACCOUNTABILITY ACT (FFATA) CERTIFICATION FORM, is attached to this Amendment and incorporated into the Contract for all purposes.
8. This Amendment shall be effective September 1, 2024.
9. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS001331300023**

**DEPARTMENT OF STATE HEALTH
SERVICES**

HAYS COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature _____

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE
INCORPORATED INTO THE CONTRACT BY REFERENCE:**

ATTACHMENT A-1 - FY 2025 STATEMENT OF WORK

ATTACHMENT B-1 - FY 2025 BUDGET

ATTACHMENT C-1 - HHS CONTRACT AFFIRMATIONS V. 2.3 (AUGUST 2023)

**ATTACHMENT D-1- HHS UNIFORM TERMS AND CONDITIONS-GRANT V. 3.3
(NOVEMBER 2023)**

**ATTACHMENT J-1 - FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) CERTIFICATION FORM**

ATTACHMENTS FOLLOW

ATTACHMENT A-1 FY 2025 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.
- B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) Programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form (EF11-13999)*.
- C. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.
- D. Report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§ 97.1-97.6, as amended, and as otherwise required by law.
- E. Report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967, as amended).
- F. Sustain a network of TVFC/ASN providers to administer vaccines to program-eligible populations by conducting the following activities:
 - 1. Ensuring New Provider Checklist is completed;
 - 2. Conducting quality assurance reviews;
 - 3. Ensuring annual influenza pre-book survey is completed;
 - 4. Conducting compliance site visits;
 - 5. Conducting unannounced storage and handling visits; and
 - 6. Ensuring providers adhere to the vaccine borrowing procedure.
- G. Participate in audits and assessments through the following activities:
 - 1. Completing and submitting through Child Health Reporting System (CHRS) all audits and assessments conducted on childcare facilities and Head Start Centers;
 - 2. Completing audits, assessments and retrospective surveys of public and private schools;

3. Reviewing monthly reports to ensure data quality;
 4. Reviewing the monthly Provider Activity Reports;
 5. Reviewing the quarterly Consent Accepted Rate Evaluations; and
 6. Conducting quality improvement assessments of Texas Immunization Registry organizations.
- H. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:
1. American Indian Tribes;
 2. Schools and childcare facilities;
 3. Healthcare workers; and
 4. Community and general public.
- I. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction or because of an inability to pay an administration fee.
- J. Be responsible for identification and case management of all hepatitis B surface antigen (HBsAg)-positive pregnant women. Grantee shall ensure timely newborn post-exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globulin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).
- K. Be responsible for assessing and/or auditing coverage rates and/or compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually from DSHS.
- L. Transfer (which may include shipping) overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region (PHR) Immunization Program Manager to avoid vaccine waste. Grantee is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.
- M. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.
- N. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this Contract before the end of the Contract term.
- O. Submit out-of-state travel requests to the Immunization Section for approval when utilizing Contract funds or program income.

II. REPORTING REQUIREMENTS

Grantee shall:

- A. Report the number of doses administered to underinsured children monthly, as directed by DSHS.
- B. Report the number of unduplicated underinsured clients served, as directed by DSHS.
- C. Complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Section and available at <https://dshs.texas.gov/immunize/lhd.shtm> by the report due date. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2024 to 11/30/2024	12/31/2024
Programmatic	12/01/2024 to 02/28/2025	03/31/2025
Programmatic	03/01/2025 to 05/31/2025	06/30/2025
Programmatic	06/01/2025 to 08/31/2025	09/30/2025

Submit quarterly reports electronically through an online tool according to the timeframes stated above. DSHS Immunization Section will provide instructions at the beginning of each state fiscal year through CMS. Supplemental report documents (PEAR and AFIX reports, vacancy letters, etc.) should be sent to dshsimmunizationcontracts@dshs.texas.gov.

- D. Submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) to the following email address: FSRgrants@dshs.texas.gov.

Period Covered	Due Date
September 1, 2024 – February 28, 2025	March 31, 2025
March 1, 2025 - August 31, 2025	September 30, 2025

- E. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the designated DSHS Contract Manager and fsoequip@dshs.texas.gov by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$5,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems,

medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

- F.** Provide written notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.
 3. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.

III. RULES

Grantee shall:

- A.** Provide services in accordance with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including, but not limited to, the following:
1. Written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster;
 2. DSHS Immunization updated guidance according to the *FY2024 Contractors Guide*, located at:
<https://www.dshs.texas.gov/immunize/Responsible-Entities/Contract-Management/>;
 3. Texas Health and Safety Code § 1001.089 and maintain the confidentiality of any public health data obtained through provision of essential public health services as those services are defined in Texas Health and Safety Code §121.002; and
 4. Those terms and conditions set forth in **ATTACHMENT E, DATA USE AGREEMENT**.

IV. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-1** and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantees on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 30 days following the end of the Contract term. Invoices received more than 30 days after the end of the Contract term are subject to denial of payment. Grantee shall electronically submit all invoices with supporting documentation to: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov with a copy to the assigned DSHS Contract Representative identified in the Signature Document.

A. At a minimum, voucher should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by the Statement of Work or as requested by DSHS.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** DSHS will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B-1, FY 2025 BUDGET**, of this Contract. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT B-1
FY 2025 BUDGET

Budget Categories	Budget for FY 2025 September 1, 2024 - August 31, 2025
Personnel	\$134,654.00
Fringe	\$56,097.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$1,590.00
Contractual	\$0.00
Other	\$0.00
Total Direct	\$192,341.00
Indirect	\$0.00
Total	\$192,341.00

Remainder of page intentionally left blank

HEALTH AND HUMAN SERVICES
Contract Number HHS001331300023
Attachment C1 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Hays County

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Ruben Becerra

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

111 E San Antonio St

Physical Street Address

Mailing Address, if different

512 393 2205

Phone Number

judge.becerra@co.hays.tx.us

Email Address

74-6002241

Federal Employer Identification Number

Texas Franchise Tax Number

RH4DFY1GC2R3

SAM.gov Unique Entity Identifier (UEI)

3/12/2024

Date Signed

County Judge

Title of Authorized Representative

San Marcos, TX 78666

City, State, Zip Code

City, State, Zip Code

Fax Number

097-494-884

DUNS Number

17460022415

Texas Identification Number (TIN)

Texas Secretary of State Filing Number



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).
 No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

- obtained;
- ix. withholding release of new grant agreements; and
- x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
 - i. **Material Breach**
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
 - ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT**

AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Hays County	FFATA Contact: (Name, Email and Phone Number): Marisol Villarreal-Alonzo marisol.alonzo@co.hays.tx.us 512 393 2283
Primary Address of Contractor: 712 S. Stagecoach Trail San Marcos, TX 78666	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov RH4DFY1GC2R3	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17460022441500

Printed Name of Authorized Representative: Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative County Judge	Date Signed 3/12/24

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes ☐ No ☒

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☒

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☒ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 060233C7FDDDF4F699DF5CDFDB44D057D		Status: Sent
Subject: Please DocuSign: HHHS001331300023 Hays FY25 IMM Locals A-1		
Source Envelope:		
Document Pages: 54	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	CMS Internal Routing Mailbox
AutoNav: Enabled		11493 Sunset Hills Road
Envelopeld Stamping: Enabled		#100
Time Zone: (UTC-06:00) Central Time (US & Canada)		Reston, VA 20190
		CMS.InternalRouting@dshs.texas.gov
		IP Address: 167.137.1.14

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
3/5/2024 2:41:25 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Judge Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 3/5/2024 2:47:37 PM
Susana Garcia susana.garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patty Melchior patty.melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Josh Hutchison josh.hutchison@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Grant Writer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Michelle Hilscher michelle.hilscher@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/5/2024 2:47:38 PM Viewed: 3/6/2024 9:58:40 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2024 2:47:38 PM
Payment Events	Status	Timestamps

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$134,654	\$134,654	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$56,097	\$56,097	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$1,590	\$1,590	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$192,341	\$192,341	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$192,341	\$192,341	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$134,654	\$134,654	Fringe Benefits	\$56,097	\$56,097
	Travel	\$0	\$0	Equipment	\$0	\$0
	Supplies	\$1,590	\$1,590	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$192,341	Budget Total	\$192,341
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Matthew Gonzales - Local Health Department Manager = E	N	Program planning & evaluation, Vaccine Management VFC OPS, Education, Information, Training & Collaborations, Population Assessment	0.51	NA	\$6,877.00	12	\$42,087
Amelia Flores - TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.52	NA	\$4,206.40	12	\$26,248
Josie Gonzales - ImmTrac Specialist = E	N	Identification, outreach, education, data entry, and follow-up for ImmTrac data. Resolves questionable matches in ImmTrac. Promote data registry and completeness.	0.5	NA	\$4,061.00	12	\$24,366
Elsira Deleon - ImmTrac Specialist = E	N	Identification, outreach, education, data entry, and follow-up for ImmTrac data. Resolves questionable matches in ImmTrac. Promote data registry and completeness.	0.48	NA	\$3,517.00	12	\$20,258
Juli Barksdale - Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.41	NA	\$4,412.10	12	\$21,695
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
						SalaryWage Total	\$134,654

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Revised: 7/6/2009

FICA = \$134654 x .062 = \$7827 MEDICARE = \$134654 x .0145 = \$1831 RETIREMENT = \$134654 x .1351 = \$17056 MEDICAL, DENTAL & LIFE INSURANCE = \$11,800.56 x 2.511 FTE = \$29383		
	Fringe Benefit Rate %	41.66%
	Fringe Benefits Total	\$56,097

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

FORM I-3: EQUIPMENT Budget Category

Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Medical Supplies - Needles, syringes, gloves, alcohol wipes, band-aids, cotton balls, etc.	General medical supplies to run the immunization program: Needles 5 boxes of 100 \$80 per box. Syringes 5 boxes of 100 \$60 per box. Gloves 10 boxes of 100 \$13 per box. Alcohol wipes 55 boxes of 50 \$5 per box. Band-aids 25 boxes of 100 \$13 per box. Cotton balls 20 bags of 500 \$8 per bag.	\$1,590
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$1,590

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$0



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Gary Cutler

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve specifications for RFP 2024-P09 Jail Based Competency Treatment Program and authorize Purchasing to solicit proposals and advertise. **INGALSBE/SMITH/CUTLER**

Summary

Hays County, Texas ("County") is seeking a well-qualified and experienced vendor to provide a Jail-Based Competency Treatment Program for the Hays County Jail. The 10-bed program must be aimed to reduce wait times and admissions to state-operated facilities, provide a cost-effective alternative to competency restoration, reduce the demand for state hospital bed days, and minimize the stress of incarcerated individuals possible for the participants in the program.

The Sheriff's Office has identified the following people for the evaluation committee:

Chief Mike Davenport

Captain Julie Villalpando

District Attorney Civil Division Member, Appointed by Jordan Powell

Commissioner Ingalsbe

Commissioner Smith

Attachments

RFP 2024-P09 Solicitation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.:
RFP 2024-P09 Jail Based Competency Program

Date Issued: March 14, 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:

10:00 a.m. local time April 10, 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 RFP must be received in writing no later than 5:00 March 26, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

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I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms **MUST be returned for the bid/proposal/SOQ to be considered responsive:**

- ___ 1. Proposal & Solicitation, Offer and Award Form completed and signed
- ___ 2. Attachment A: Proposed Cost
- ___ 3. Vendor Reference Form

Required Forms by Hays County:

- ___ 1. Conflict of Interest Questionnaire completed and signed
- ___ 2. Code of Ethics signed
- ___ 3. HUB Practices signed
- ___ 4. House Bill 89 Verification signed and notarized
- ___ 5. Senate Bill 252 Certification
- ___ 6. Debarment & Licensing Certification signed and notarized
- ___ 7. Vendor/Bidder's Affirmation completed and signed
- ___ 8. Federal Affirmations and Solicitation Acceptance
- ___ 9. Related Party Disclosure Form
- ___ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 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:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2024-P09
Jail Based Competency Treatment Program
- 3. Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, 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. Deadline for Responses:** In issuing office no later than:
April 10, 2024; 10:00 a.m. Central Time (CT)
- 6. Initial Contract Term:** May 2024 – May 2025
- 7. Optional Contract Terms:** Five (5), one (1) year renewal options
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 26, 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 RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's

responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

March 14, 2024	Issuance of RFP
March 26, 2024	Deadline for Submission of Questions (5:00 PM CT)
April 10, 2024	Deadline for Submission of Proposals (10:00 AM CT) Late proposals will not be accepted.
May 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking a well-qualified and experienced vendor to provide a Jail-Based Competency Treatment Program for the Hays County Jail. The 10-bed program must be aimed to reduce wait times and admissions to state-operated facilities, provide a cost-effective alternative to competency restoration, reduce the demand for state hospital bed days, and minimize the stress of incarcerated individuals possible for the participants in the program.

B. Scope of Work

The Jail-Based Competency Treatment Program (JBCTP) must provide services for male individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code Section 1370. Using a multidisciplinary treatment of services focused on training and educating people charged with crimes, by providing education on court proceedings and reducing symptoms of mental illness and substance use disorder with medications, nursing, and counseling.

General Responsibilities:

- The Vendor shall ensure that a preliminary evaluation of each potential (JBCTP) Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCTP.
- Priority to the JBCTP shall be based on the commitment date and Hays County inmates will have priority over out of county inmates. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on Hays County Inmate having priority and then the availability of the committing county to transport the defendants.
- Upon admission into the JBCTP, the Vendor shall ensure that a more thorough assessment is conducted per the JBCTP Policy and Procedure Manual.
- Vendor and its employees shall procure and keep in full force and effect during the term of the Agreement all permits, registrations, and licenses necessary to accomplish the work specified in the solicitation and shall give all notices necessary and incident to the lawful prosecution of the work. Respondent shall provide proof of any such license(s), permit(s), and certificate(s), upon request by the County. Respondent agrees that failure by itself to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the County may terminate the agreement with cause.
- Vendor shall comply with all court orders related to felony IST defendants receiving services pursuant to this solicitation, including but not limited to court orders requiring status updates. Respondent acknowledges that court orders may vary by case and by judge, and that the frequency of court ordered status updates may exceed the minimum levels set by statute.

Staffing Requirements:

- Staff Minimum Qualifications: The medical professionals and individuals providing services through the Vendor MUST individually meet certain minimum qualifications. Each position must work within the scope of their practice as regulated by the State of Texas.
- Provide the titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain.
- Staffing levels, with titles and anticipated shifts. For each proposed staffing position, the years of experience that the Vendor will be requiring for that position must be identified. The proposed staffing levels must include the anticipated scheduling of such staff and specify the minimum levels of experience working in a detention and/or correctional setting that will be required. The Vendor may identify the level of experience for each proposed position by using the following ranges:
 - New (0-2 years)
 - Average (2-5 years)

- Experienced (5-10 years)
- Very Experienced (10 years and over)

Program Elements:

- Referral document collection prior to admission. Vendor shall coordinate with Hays County to ensure all required documents listed under Penal Code Section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon referral.
- Psychological Assessment Protocol: the Vendor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological test shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
 - Clinical Interview: The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The Mental Status Exam (MSE) shall also be included in the interview;
 - Assessment of Malingering (as clinically indicated): Miller Forensic Assessment of Symptoms (M-FAST);
 - Assessment of Trial Competence: Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and
 - Severity of Psychiatric Symptoms: Brief Psychiatric Rating Scale (BPRS).
- Vendor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
 - Structured Interview of Reported Symptoms – Section Edition (SIRS-2);
 - Test of Memory Malingering (TOMM);
 - Georgia Atypical Presentation (GAP);
 - Structured Inventory of Malingered Symptomatology (SIMS); or
 - Inventory of Legal Knowledge (ILK).
- Vendor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
 - Repeatable Battery for the Assessment of Neuropsychological Status (RBANS);
 - Wide Range Achievement Test 4 (WRAT4); or
 - Montreal Cognitive Assessment (MoCA).
- Bidder may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to:
 - Personality Assessment Inventory (PAI); or
 - Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
- Bidder shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:
 - Evaluation of Competency to Stand Trial-Revised (ECST-R);
 - Revised Competency Assessment Instrument (R-CAI);
 - MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA); or
 - Competency Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).

Individualized Treatment Program:

- Vendor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Vendor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- Vendor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- Vendor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCTP shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- Vendor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

Multi-Modal, Experiential Competency Restoration Educational Experience and Components:

- Vendor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- Vendor shall address the following elements in the education modalities of the competency restoration program as needed, including but not limited to:
 - Criminal charges;
 - Severity of charges, namely Felony vs. Misdemeanor;
 - Sentencing;
 - Pleas, including Guilty, Not Guilty, Nolo Contender, and Not Guilty By Reason of Insanity;
 - Plea bargaining;
 - Roles of the courtroom personnel;
 - Adversarial nature of trial process;
 - Evaluating evidence;
 - Courtroom behavior;
 - Assisting counsel in conducting a defense;
 - Probation and Parole; and
 - Individualized instruction as needed.
- Vendor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competency with additional exposure to the educational material.

Medication Administration and Consent:

- Vendor shall obtain proper authorization (e.g., informed consent for treatment or medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- Vendor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCTP and the treating psychiatrist determines that psychotropic

medication has become medically necessary and appropriate, Bidder shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the JBCTP Policy and Procedures Manual.

- Vendor shall describe the various options they provide for involuntary medications.
- Vendor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the JBCTP Policy and Procedures Manual.
- Vendor shall submit daily census reports to the County upon the first Patient Inmate admission, unless otherwise requested by the County.
- Vendor shall submit a summary performance report within 30 days of the end of the contract term to include, but not be limited to, the information stated above and:
 - The total number of individuals restored to competency;
 - The average number of days between program admission and discharge;
 - The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - The cost per cycle of treatment;
 - A description of all implementation challenges, and
 - Special incident reports and notification to the County of emergencies.

Reporting Requirements

- Vendor shall submit a written report to the court, the community program director of the county or region of commitment, and the County Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- Vendor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

Treatment Protocol

- JBCTP is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- Vendor shall focus on providing individualized treatment daily to Patient Inmates. In the event Bidder has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- Vendor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- Vendor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- Together on a weekly basis, the multi-disciplinary treatment team shall review:
 - Progress of all Patient Inmates admitted within 30 days.

- At subsequent 14-day intervals thereafter, and
- When a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code Section 1370 subdivision (b)(1).

Administrative Duties:

- Vendor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this Agreement. A written policy and procedure manual shall be cross-referenced with the applicable corresponding sections of the policy and procedure manuals of Hays County Jail. Once completed, a copy is to be delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures, and protocols will also be coordinated with the Sheriff. Upon termination of the said policy and procedure manual shall become the property of Hays County Sheriff's Office (HCSO).
- Vendor shall comply with all HCSO departmental procedures as applicable to detention facilities and as determined by HCSO. This shall include but not necessarily be limited to, such items as inmate security, health policies set by the County Health Officer, mental health policies relating to the transfer and release of inmates, and accounting procedures as set and required by the County Auditor.
- Vendor shall make available to the County, on demand, all records relating to the satisfactory performance of this contract. Should the County note any deficiencies as a result of an inspection of Vendor's records, the Vendor will promptly respond in writing, including a plan to correct such deficiencies.
- Vendor will implement a quality assurance program.
- Vendor shall cooperate with HCSO on any effort to receive funding from outside funding sources.
- Vendor shall attend management, strategy planning, or quality assurance meetings as requested by HCSO. Vendor shall send either corporate management, the Program Administrator, or Medical Director as is deemed appropriate.

Office and Treatment Space:

- The County agrees to provide the awarded vendor with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, copy machine use by medical staff, facsimile machine with dedicated line for the medical staff. County will pay for the utilities (gas, electric, water, phone lines, internet access, etc.). County will provide for the necessary medical equipment and furniture required to perform the services, as described herein. Further, County will provide necessary maintenance and housekeeping of the office space and facilities. County will provide the office supplies needed for operation of Company within the Jail facility, including but not limited to computers, scanners, printers, and copier.
- The County shall be responsible for maintenance of all medical and office equipment supplied and owned by the County for use by the Vendor. Should such equipment become non-serviceable due to routine use, then the County will be responsible for its replacement. If it is deemed the equipment becomes non-serviceable by the neglect or misuse by the Vendor's employees, then the Vendor will be responsible for its replacement.

C. Proposed Cost (Attachment A)

The pricing will be a per diem rate per bed per day. The vendor shall be paid the per diem rate upon the Patient Inmate admission, and for the actual number of days that the Patient Inmate is in the Jail-Based Competency Treatment Program (JBCTP).

D. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- The Vendor shall be regularly and continuously engaged in the business of providing comprehensive medical care services for at least ten (10) years in a correctional facility.
- The Vendor shall have minimum one year experience providing medical care services in a Texas corrections facility within the last three years.
- The Vendor must be qualified and experienced in providing safe and secure comprehensive treatment care services in a correctional environment.
- Staff Minimum Qualifications: The medical professionals and individuals providing services through the Vendor MUST individually meet certain minimum qualifications. Each position must work within the scope of their practice as regulated by the State of Texas.
- All individuals working in the JBCP must pass and maintain a security and background check performed by the HSCO. Failure to pass, divulge information or comply with the background process will prohibit an individual from entry into the Hays County Jail facilities. Any security and background checks performed by the HCSO shall be in addition to the new hire and routine background checks, reference checks, and other procedures performed by the Vendor.
- The vendor must maintain all required permits and licenses required to fulfill all requirements laid out in this RFP. Any cost associated with obtaining and maintaining all required permits and licenses are the responsibility of the awarded vendor.
- The vendor must have experience in interacting with Texas Commission on Jail Standards.

REFERENCES: Hays County requires respondent to supply with the proposal, 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.

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

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

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise 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. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall Include:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **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.
 - Narrative of the firm's experience in providing employee benefits consulting services on issues similar to those described in the scope of work to public sector employers of a comparably sized public sector entity.
 - Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described or which you feel would distinguish your firm from other firms submitting proposals.
- **Key Personnel**
 - A description of the experience/qualifications of all persons who may perform services under this contract.
 - Describe any personnel/qualifications and the amount of detention officers needed from Hays County to ensure the safety and security of the program.
 - Provide resumes of all employees who may be assigned to provide services if your company is selected, include licenses, degrees, and/or certifications.
 - 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 all services your firm will offer the County.
 - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
 - Provide supplemental information or materials that would be beneficial to the decision process.
- **Implementation Schedule and Timeline**
- **Proposed Cost**
- **Lawsuit History:**
 - Provide how many times Vendor has been sued.
 - Provide past and current lawsuit information to include but not limited to: the scenario of the lawsuit and the final disposition of the lawsuit.
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

F. 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 and Expertise | 35 points |
| 2. Capacity to Perform | 30 points |
| 3. Proposed Cost | 20 points |
| 4. Implementation Plan and Schedule | 15 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.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

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

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the

proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.

- b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

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

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

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

I. Warranty of Performance

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

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the State of Texas' list of Divestment Statute Lists, and is an active member on the Federal Government's SAM.gov website, 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 For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

_____ Does not own taxable property in Hays County, or;

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

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 shareholder or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Approve specifications for RFQ 2024-Q02 Professional Engineering Services and authorize Purchasing to solicit proposals and advertise. **SHELL/BORCHERDING**

Summary

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of engineering firms from which to choose to provide engineering design, review, coordination, administration, consultation, and general engineering expertise on an as-needed basis. As individual projects requiring engineering expertise are developed, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified engineering firms.

Attachments

RFQ 2024-Q02 Solicitation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: RFQ 2024-P02 Professional Engineering Services		Date Issued: March 14, 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 April 4, 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 March 25, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.			
	Hays County Judge	Date	
	Hays County Clerk	Date	

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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) or Firm Identification Packet
- ____ 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-Q02
Professional Engineering Services
- 3. Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, 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:
April 4, 2024, 11:00 a.m. Central Time (CT)
- 6. Initial Contract Term:** June 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 March 25, 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 RFQ, 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

March 14, 2024	Issuance of RFQ
March 25, 2024	Deadline for Submission of Questions (5:00 PM CT)
April 4, 2024	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
June 2024	Anticipated Pool award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of engineering firms from which to choose to provide engineering design, review, coordination, administration, consultation, and general engineering expertise on an as-needed basis. As individual projects requiring engineering expertise are developed, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified engineering 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. Engineering services could include federally funded, state funded and locally funded projects.

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

This "Request for Qualifications" is to maintain and further develop a pool for on-call general professional engineering expertise performed or supervised by a registered professional engineer in the State of Texas including but not limited to mechanical, structural, electrical, geotechnical, architectural, environmental, and general civil engineering services.

Consultants should specify which services they can provide; the objective is to clarify all service options and associated personnel. The general engineering and technical areas of service required by the County may include, but not limited to:

- Design
- Plan review
- Land surveys and reviews
- Subdivision plan review
- Hydraulic design and design review
- Flood plain determinations
- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD
- Utility Services and rates analysis
- Construction plans and specifications
- Estimating
- Construction Support
- Monitoring Project Performance
- Monitoring Budget and Schedules

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. On-Call services may be short duration and fast 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.

All firms who are currently in the Professional Engineering Services Pool (awarded via RFQ 2016-P02, RFQ 2016-P13, RFQ 2018-P08, or RFQ 2021-Q01) and who have experienced changes in company structure, company bio, or company leadership, MUST fill out the Firm Identification Packet (Attachment B) and all required information. The Firm Identification Packet and all required information will be reviewed by the evaluation committee to ensure each firm still meets the requirements within the scope of work.

All firms who are currently in the Professional Engineering Services Pool (awarded via RFQ 2016-P02, RFQ 2016-P13, RFQ 2018-P08, or RFQ 2021-Q01) who have not submitted an updated proposal in five (5) years MUST submit a new proposal, see Attachment A.

Any firm that is deemed unresponsive (did not submit form and required information) or is unable to perform the duties laid out in the scope of work will be removed from the Professional Engineering Services Pool. For companies submitting the Firm Identification Packet under this section, all required information MUST be received by the submittal due date by submittal requirements in Section F below.

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 engineering services to other government entities of the same size.
- 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.

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

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

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise 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. 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. Project History & Experience of the Company | 25 points |
| 2. Capacity to Perform | 25 points |
| 3. Qualifications of Staff | 50 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.

E. 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 (20) pages (10 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 20-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.
- **Qualifications of Staff**
 - 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.
 - Knowledge of current TxDOT and Federal policy relating to engineering services.
- **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 twenty (20) pages, ten (10) pages front and back, not including the appendix materials.

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.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

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.

AWARD IS ADMITTANCE INTO THE POOL. The selection of an underwriter or individual and award by the Hays County Commissioners Court based upon the firm's qualifications is acceptance on the part of the County, thereby resulting in the ability to execute binding contracts between the County and the selected underwriter through a Professional Services Agreement.

H. Pre-Qualified Acceptance into Pool

1. 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.
2. 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 any 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.

3. 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.

4. 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 right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

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

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

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

32. MODIFICATIONS:

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

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

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

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
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 For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

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

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder’s Affirmation

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

_____ Does not own taxable property in Hays County, or;

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

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

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

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

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

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

**Hays County Commissioners Court**

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda ItemApprove Utility Permits. **INGALSBE/SHELL/BORCHERDING****Summary**

TRN-2024-7553-UTL	Spectrum proposes a directional bore for approximately 50 ft across Deer Ridge Rd to Oak Tree Trail to install a 4" HDPE conduit and coax cable.
TRN-2024-7662-UTL	Frontier Communications to bore 5700' and hand dig 4' providing materials for boring and 5,710' of Fiber Optic run in new 1.25 HDPE ducts. Crossing Falling River Run, Milam Creek Dr., Pigeon River Rd., Jackson River Loop, and Six Creeks Blvd.
TRN-2024-7663-UTL	Frontier Communications to bore 8090' and hand dig 4' providing materials for boring and 5,710' of Fiber Optic run in new 1.25 HDPE ducts. Crossing Cold River Run, Iron Creek Way, Warm Springs Ln, Bald Eagle Ln, Mill Creek Ln, Left Fork Dr, and Rio Blanco Way
TRN-2024-7665-UTL	Frontier Communications to bore 1138' Fiber Optic in new 1.25" HDPE ducts crossing High Meadows Ln, Crestmont Ln, Wheatfield, Way.
TRN-2024-7667-UTL	Frontier Communications seeks permission to bore 2999' and then to place (7) NEW 17"X30" HH (2) NEW 30"X48" HH (2) NEW 2'X3' HH 218' OF (1)-1.25" DUCT 2781' OF (2)-1.25" DUCTS. Crossing Cold River Run, Rio Blanco Way, Painted Creek Way, and Mineral River Loop.,
TRN-2024-7661-UTL	Frontier Communications seeks permission to bore 4254'. (5) NEW 2'X3' HH 4254' OF (2)-1.25" DUCTS. Crossing: Grist Mill Rd, and Heidenreich Ln.

Attachments

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



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 3/10/2024 .

Utility Company Information:

Name: FRONTIER COMMUNICATION
Address: 2611 45TH STREET DICKINSON TX
Phone: 2812290849
Contact Name: DARRIN ALBRECHT

Engineer / Contractor Information:

Name: WISE
Address: 99 DUPREE DR BUDA TX 78610
Phone: 5127574302
Contact Name: CLINT WEST

Hays County Information:

Utility Permit Number: TRN-2024-7662-UTL
Type of Utility Service:
Project Description:
Road Name(s): FALLING RIVER RUN, MILAM CRK DR, PIGEON RIVER RD, JACKSON RIVER LP, SIX CREEKS BLVD
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in cursive script, reading "Roland Chapman".

03/05/2024

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-988 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE: FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of thirty-six (36) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
NEW HH

PATH FOOTAGE:
BORE = 5700'
HAND DIG = 4'

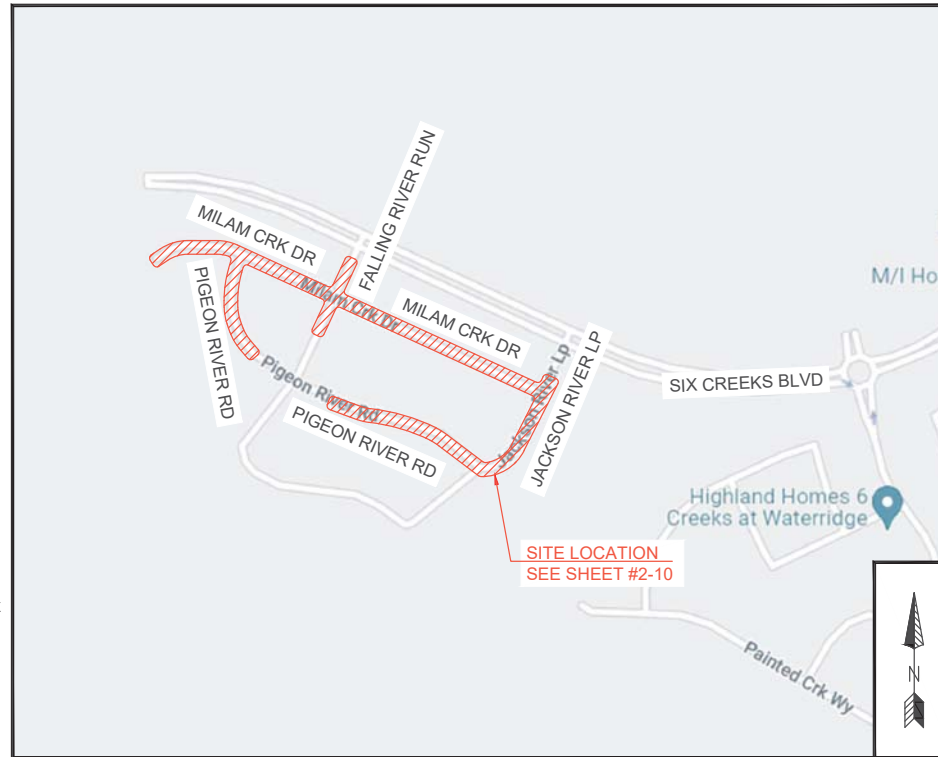
MATERIALS:
(1) NEW FDH CABINET 144
(14) NEW 17"x30" HH
(1) NEW 3'X3' HH
(4) NEW 2'X3' HH
(35) NEW 11"x11"x16" DROP BOX
4822' OF (1)-1.25" DUCT
878' OF (2)-1.25" DUCTS
4' OF (1)-1.4" DUCT



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

FDH - 244 MILAM CREEK DR
FALLING RIVER RUN & MILAM CRK DR
KYLE, TX 78640



VICINITY MAP
NTS

ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

LEGEND

	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

Frontier
COMMUNICATIONS

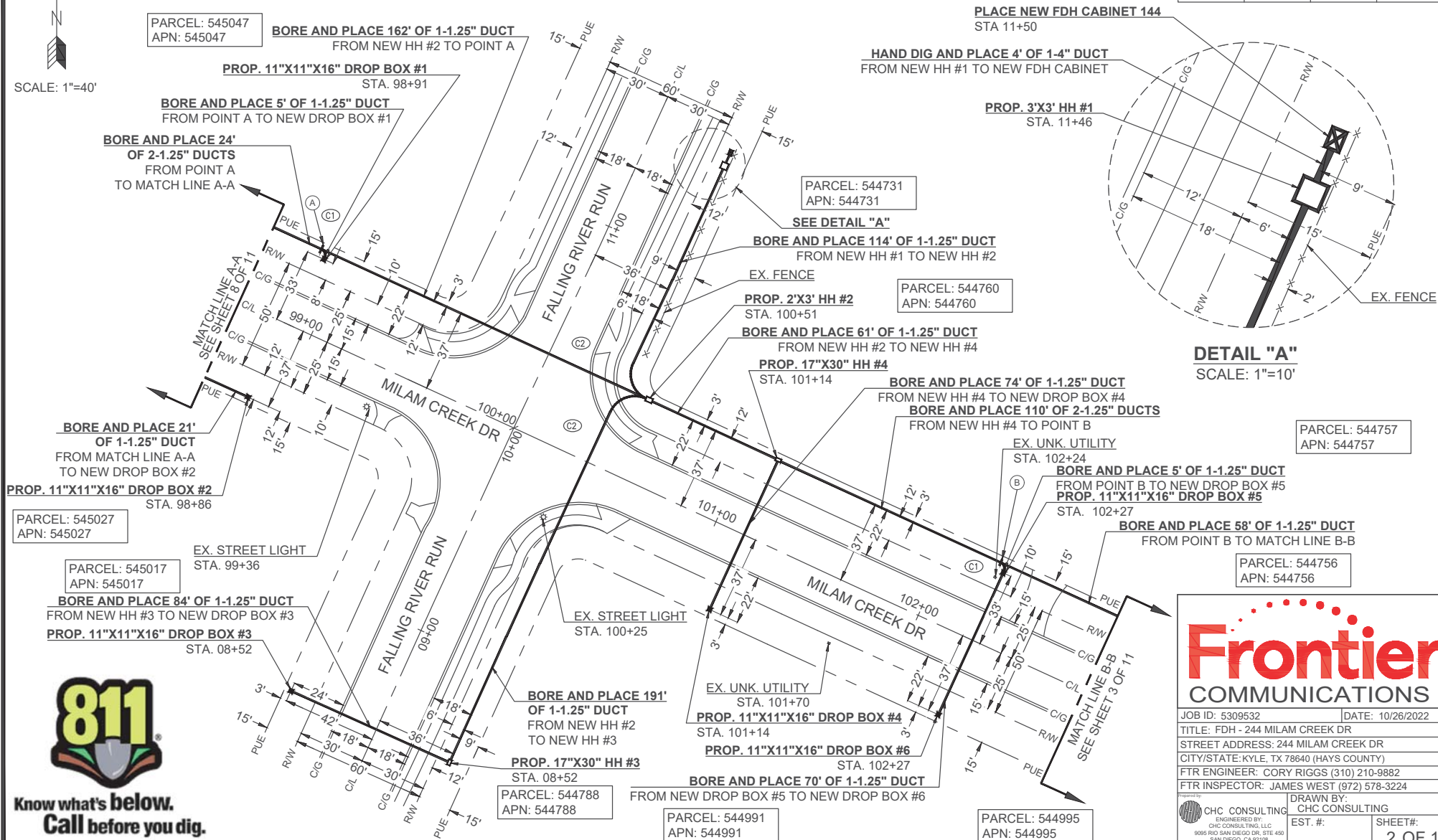
JOB ID: 5309532 DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR
STREET ADDRESS: 244 MILAM CREEK DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310) 210-9882
FTR INSPECTOR: JAMES WEST (972) 578-3224

CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 400
SAN DIEGO, CA 92108
DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#:
1 OF 11

-HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
-ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCs.
-FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.



CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°
C2	12'	19'	90°




Know what's **below**.
Call before you dig.

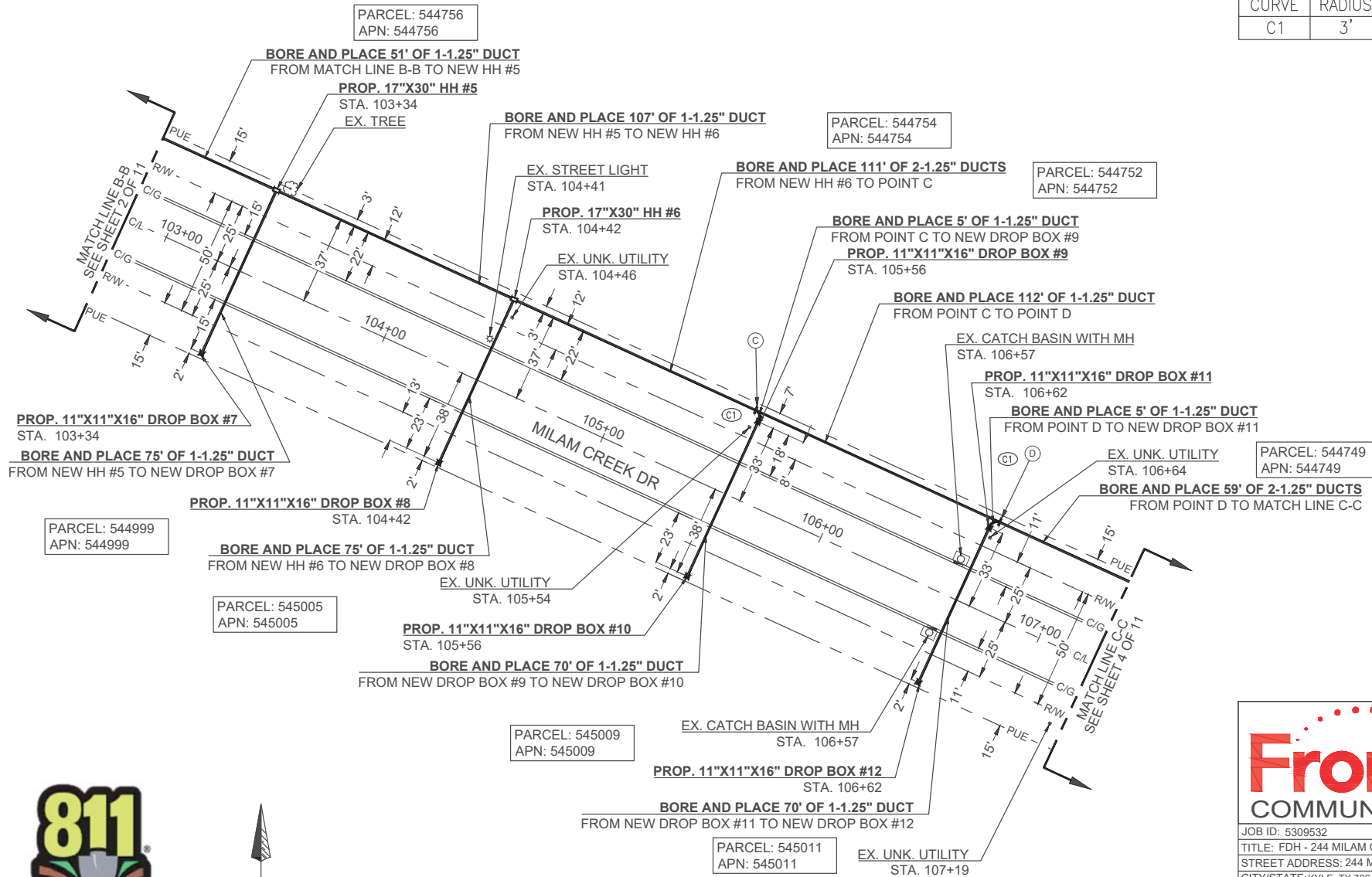
Frontier

COMMUNICATIONS

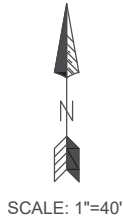
JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	

Prepared By:  CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 2 OF
--	---

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°

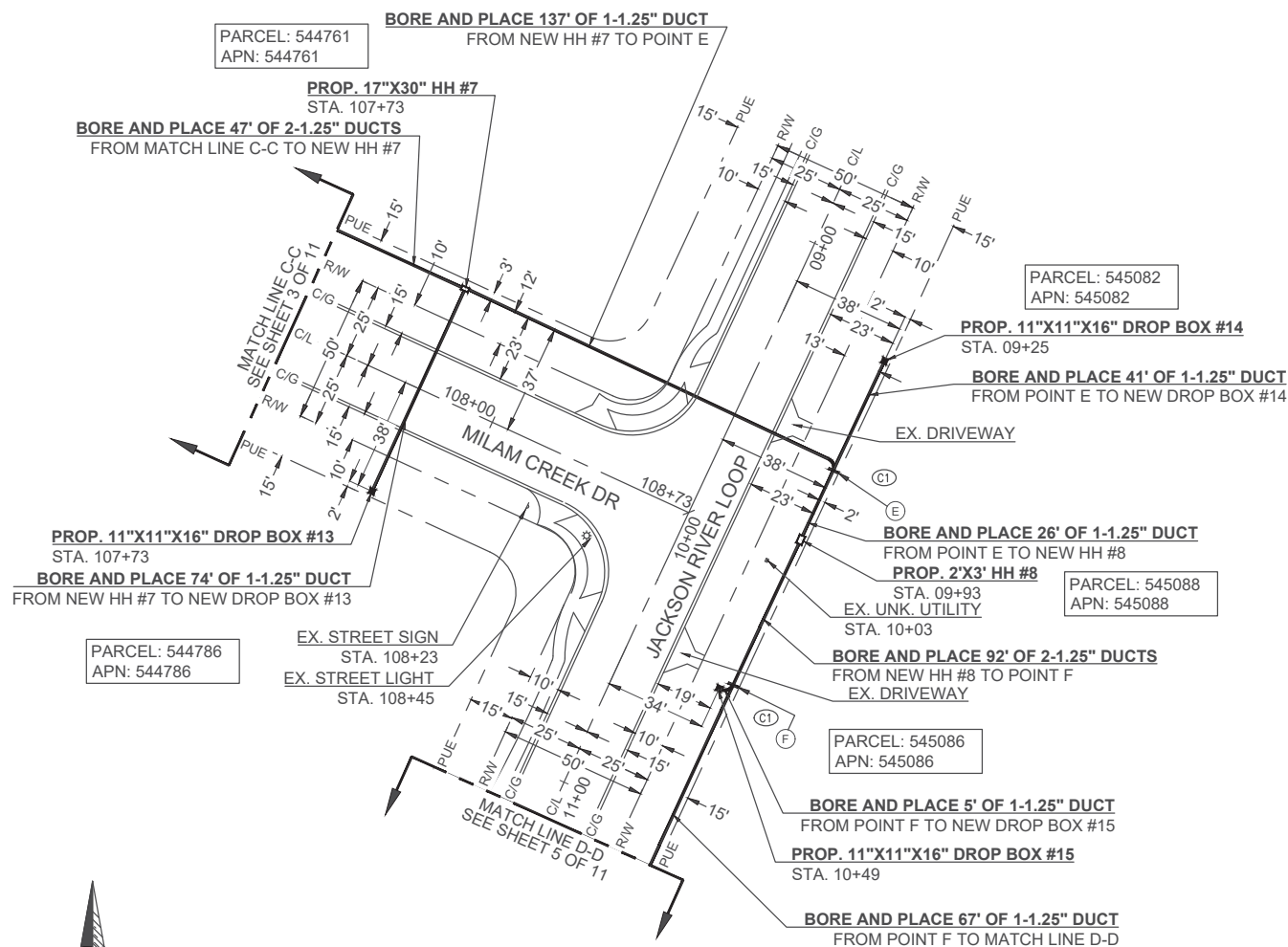


Know what's below.
Call before you dig.



JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 3 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



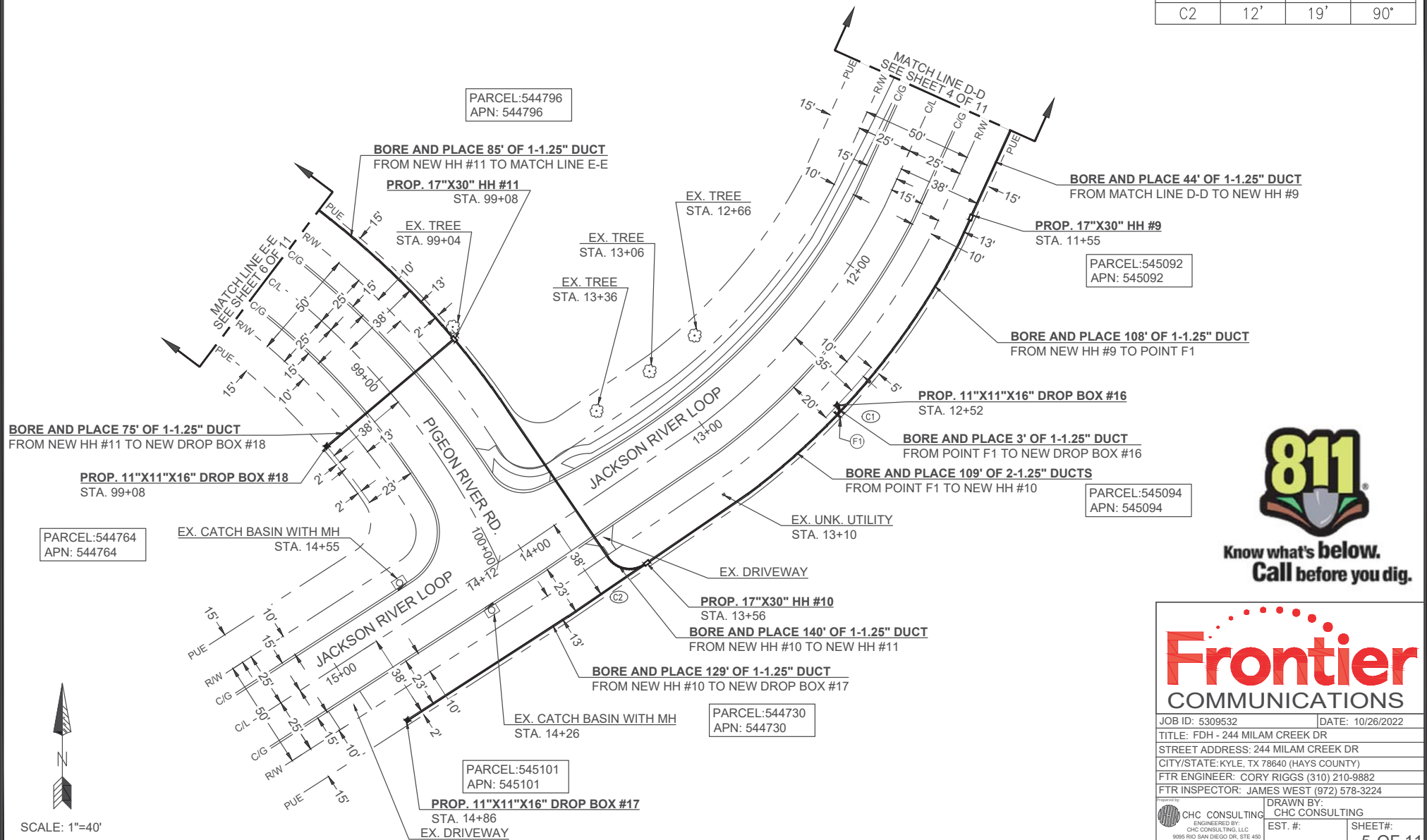
Know what's below.
Call before you dig.



SCALE: 1"=40'

		JOB ID: 5309532		DATE: 10/26/2022	
		TITLE: FDH - 244 MILAM CREEK DR			
STREET ADDRESS: 244 MILAM CREEK DR					
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)					
FTR ENGINEER: CORY RIGGS (310) 210-9882					
FTR INSPECTOR: JAMES WEST (972) 578-3224					
	DRAWN BY:		SHEET#:		
	CHC CONSULTING		4 OF 11		
ENGINEERED BY: CHC CONSULTING, LLC 9005 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108		EST. #:			

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	91°
C2	12'	19'	90°



Know what's below.
Call before you dig.

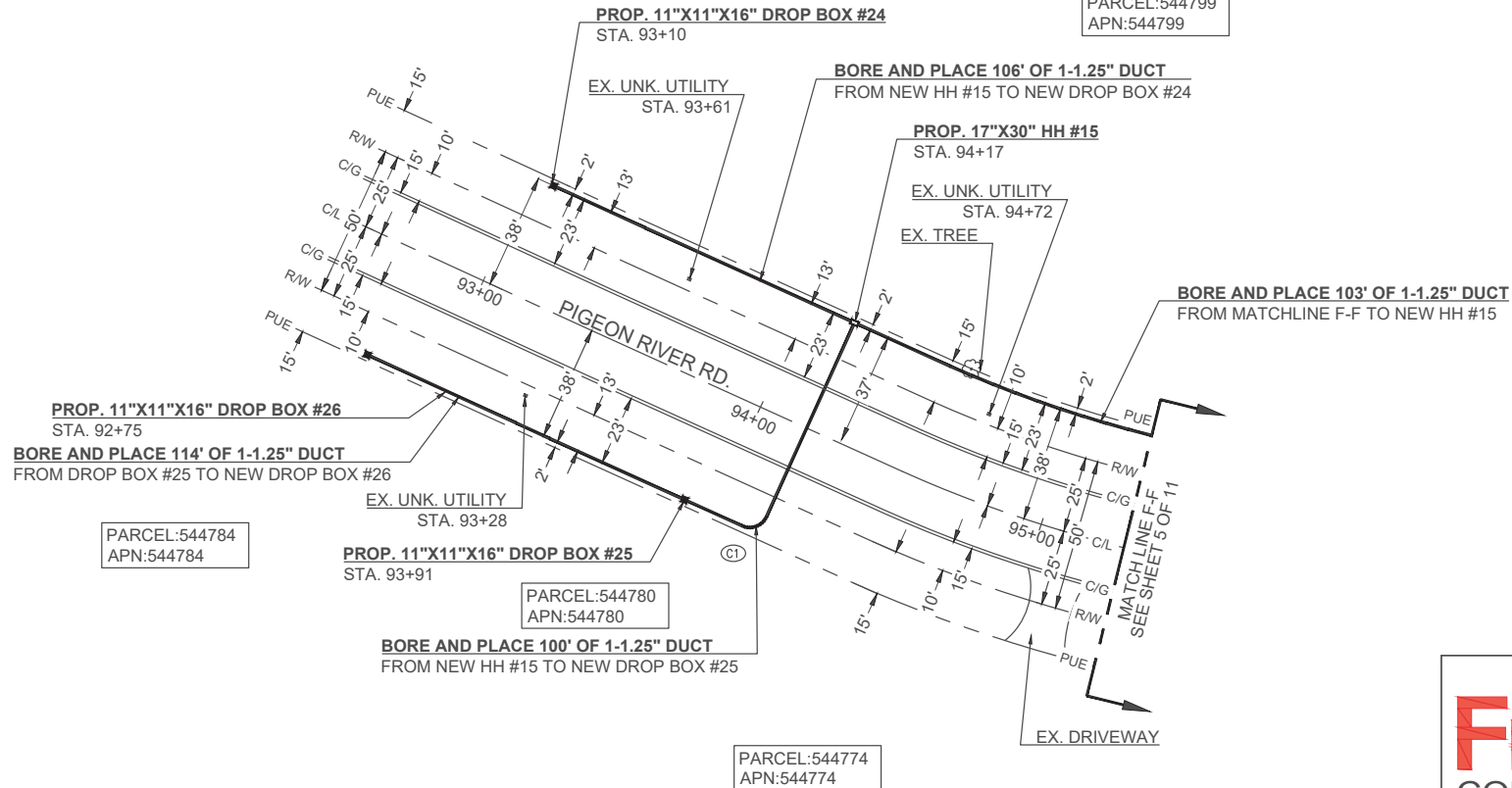
Frontier
COMMUNICATIONS

JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 5 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	6'	9.42'	90°

PARCEL:544800
APN:544800

PARCEL:544799
APN:544799



Know what's below.
Call before you dig.

Frontier COMMUNICATIONS	
JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:

7 OF 11



SCALE: 1"=40'

BORE AND PLACE 5' OF 1-1.25" DUCT
FROM POINT H1 TO NEW DROP BOX #28

BORE AND PLACE 6' OF 1-1.25" DUCT
FROM POINT H1 TO MATCH LINE G-G

PROP. 11"X11"X16" DROP BOX #28
STA. 94+75

PARCEL:545055
APN:545055

PARCEL:545053
APN:545053

BORE AND PLACE 98' OF 2-1.25" DUCTS
FROM POINT H TO POINT H1

BORE AND PLACE 38' OF 2-1.25" DUCTS
FROM NEW HH #17 TO POINT H

PROP. 2'X3' HH #17
STA. 95+68

PARCEL:545051
APN:545051

BORE AND PLACE 138' OF 1-1.25" DUCT
FROM NEW HH #16 TO NEW HH #17

PARCEL:545049
APN:545049

BORE AND PLACE 74' OF 1-1.25" DUCT
FROM NEW HH #16 TO NEW DROP BOX #27

PROP. 17"X30" HH #16
STA. 97+46

BORE AND PLACE 118' OF 1-1.25" DUCT
FROM MATCH LINE A-A TO NEW HH #16

EX. UNK. UTILITY
STA. 98+15

PARCEL:545065
APN:545065

EX. STREET LIGHT
STA. 10+27

BORE AND PLACE 160' OF 1-1.25" DUCT
FROM NEW HH #17 TO NEW HH #18

PROP. 17"X30" HH #18
STA. 11+19

PARCEL:545067
APN:545067

EX. TREE
STA. 11+36

BORE AND PLACE 47' OF 2-1.25" DUCTS
FROM NEW HH #18 TO MATCH LINE H-H

PROP. 11"X11"X16" DROP BOX #27
STA. 97+46

PARCEL:545027
APN:545027

BORE AND PLACE 118' OF 1-1.25" DUCT
FROM NEW DROP BOX #27 TO MATCH LINE A-A



**Know what's below.
Call before you dig.**

SCALE: 1"=40'



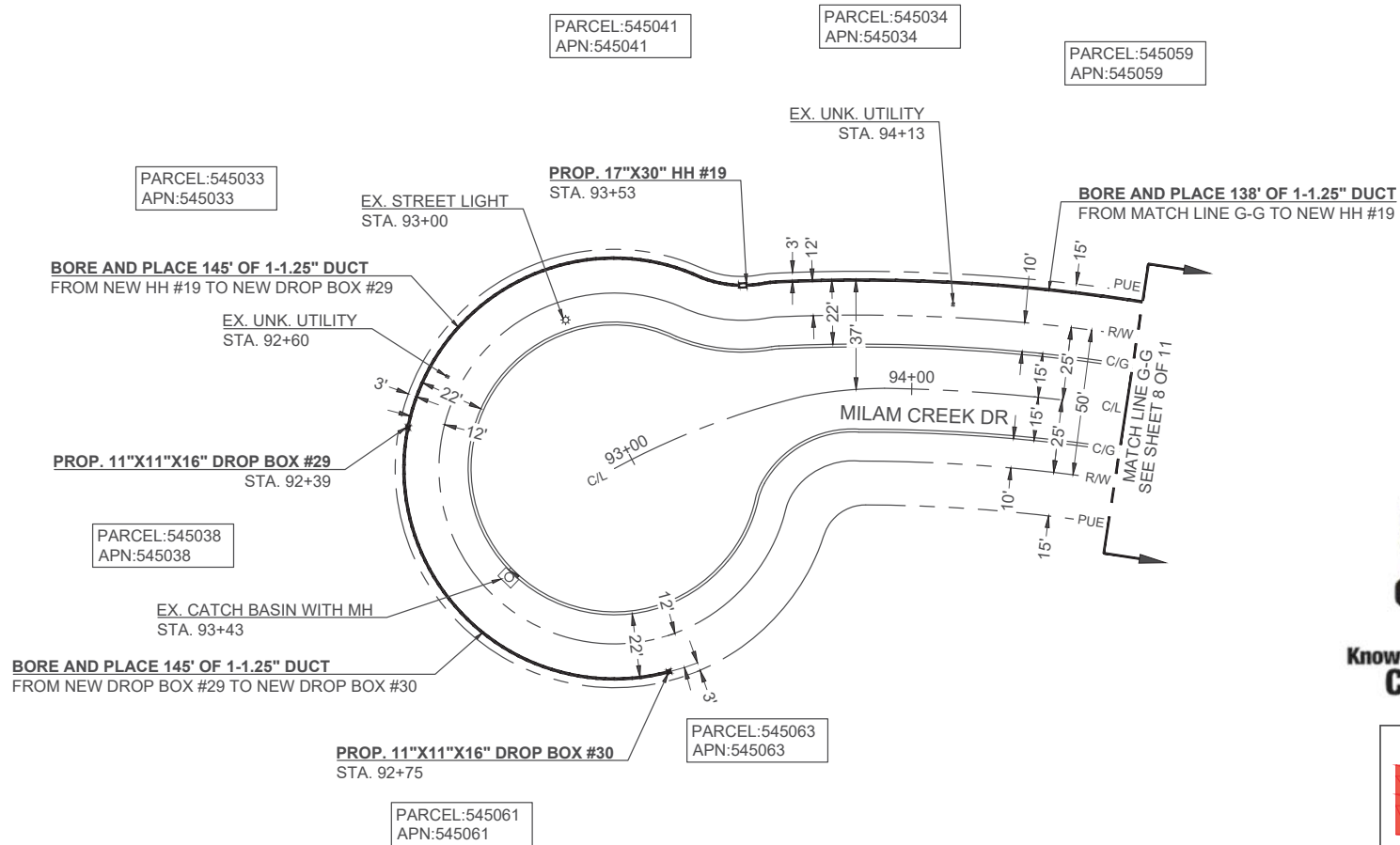
Frontier
COMMUNICATIONS

JOB ID: 5309532 DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR
STREET ADDRESS: 244 MILAM CREEK DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310) 210-9882
FTR INSPECTOR: JAMES WEST (972) 578-3224

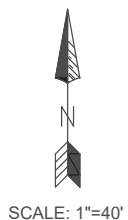
CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING LLC
9095 RIO SAN DIEGO DR, STE 400
SAN DIEGO, CA 92108

DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#:

8 OF 11

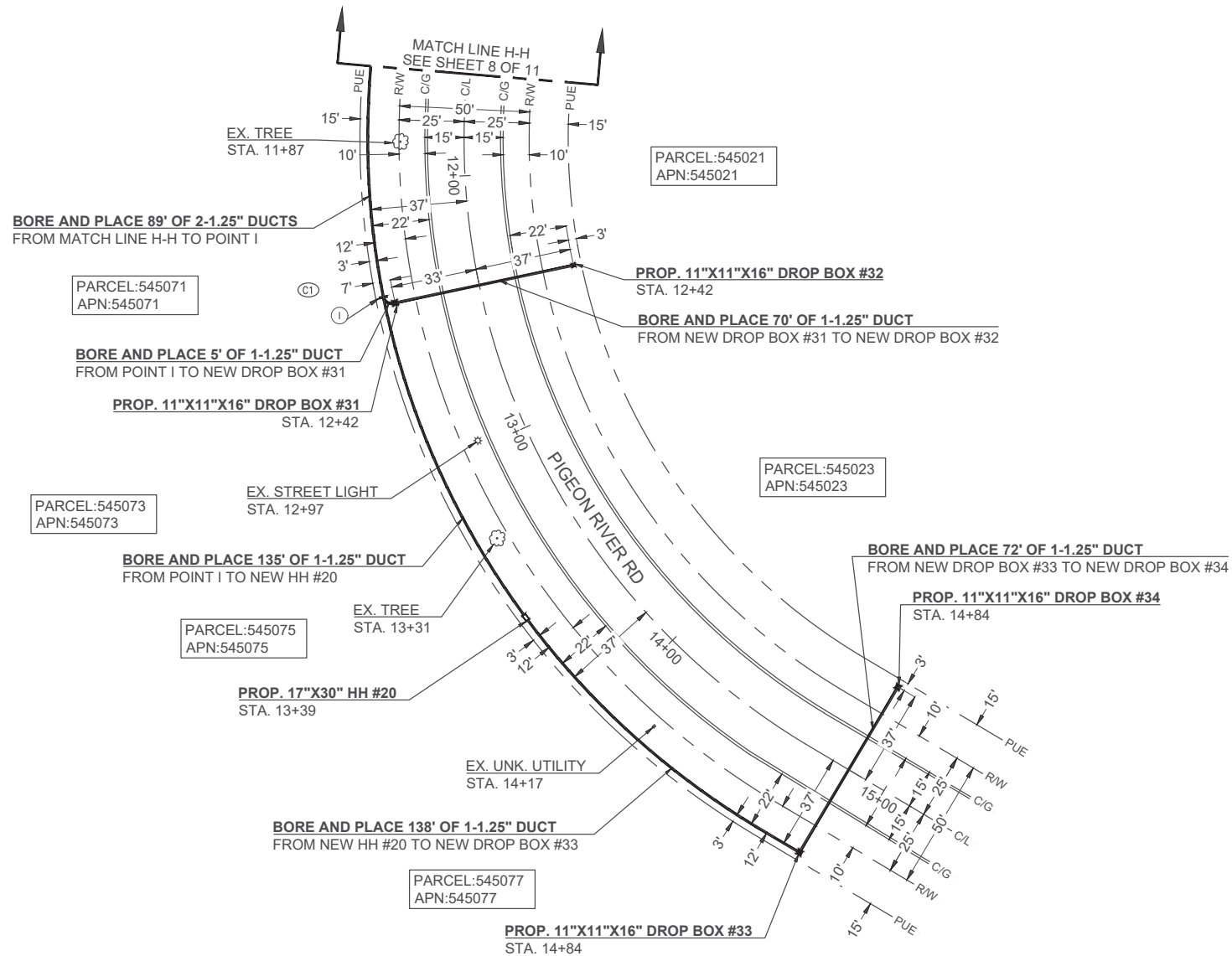


**Know what's below.
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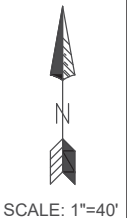


JOB ID: 5309532 DATE: 10/26/2022	
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	9 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



**Know what's below.
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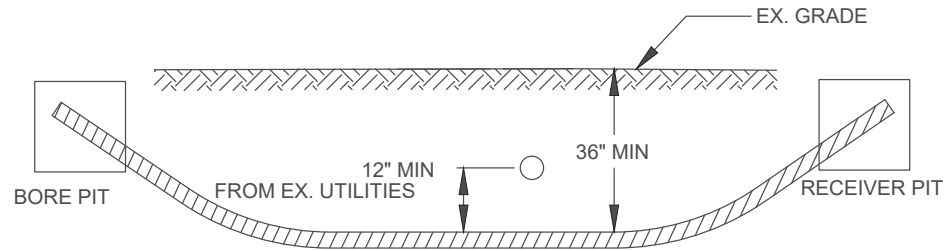


Frontier
COMMUNICATIONS

JOB ID: 5309532 DATE: 10/26/2022
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Drawn by: CHC CONSULTING
 EST. #: SHEET#: 10 OF 11

MINIMUM STANDARDS FOR DIRECTIONAL BORING

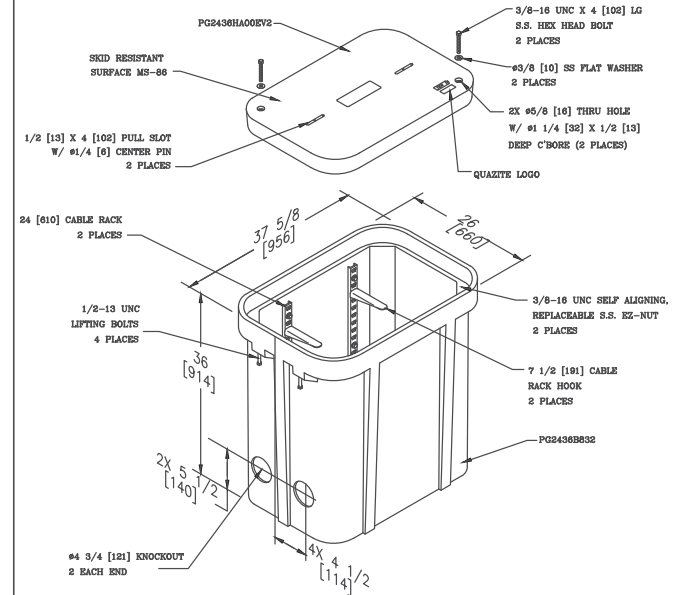


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

SCALE
N.T.S.

2

Frontier
COMMUNICATIONS

JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p>
EST. #:	SHEET#:
	11 OF 11



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 3/11/2024 .

Utility Company Information:

Name: FRONTIER COMMUNICATIONS
Address: 2611 45TH STREET DICKINSON TX
Phone: 2812290849
Contact Name: DARRIN ALBRECHT

Engineer / Contractor Information:

Name: WISE CONNECT
Address: 99 DUPREE DR BUDA TX 78610
Phone: 5127574302
Contact Name: CLINT WEST

Hays County Information:

Utility Permit Number: TRN-2024-7663-UTL
Type of Utility Service:
Project Description:
Road Name(s): COLD RIVER RUN, IRON CREEK WAY, WARM SPRINGS LANE, BALD EAGLE LANE,
MILL CREEK LANE, LEFT FORK DRIVE, RIO BLANCO WAY
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in cursive script, reading "Roland Chapman".

03/06/2024

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE; FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of thirty-six (36) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
NEW HH

PATH FOOTAGE:
HAND DIG = 6'
BORE = 4434'

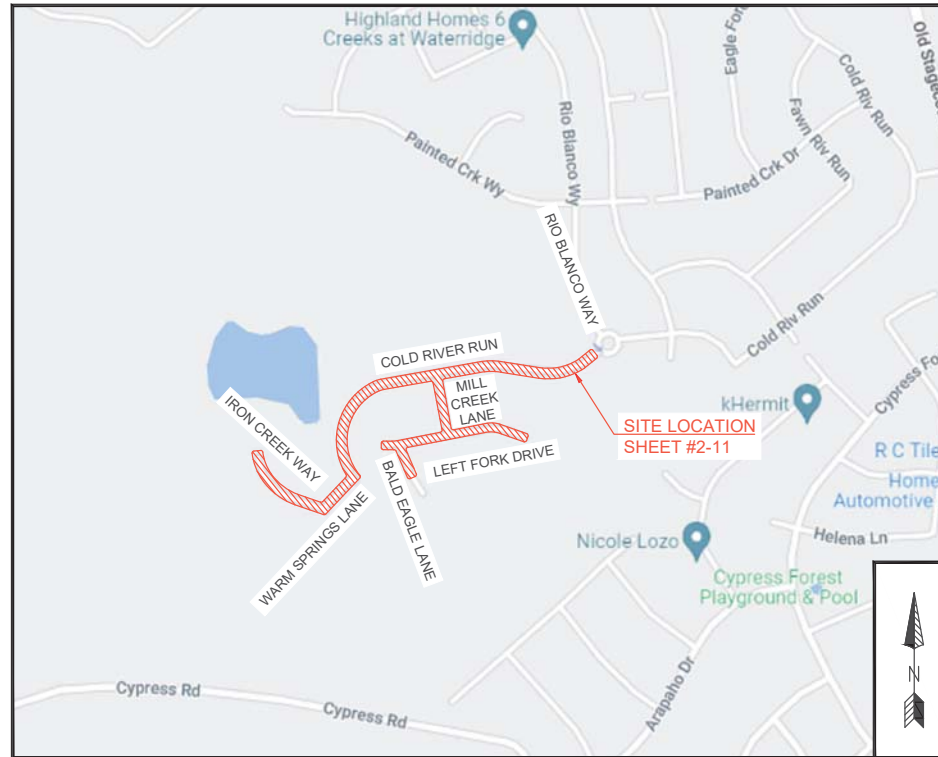
MATERIALS:
(1) NEW FDH CABINET 144
(1) NEW 3'X3' HH
(4) NEW 2'X3' HH
(11) NEW 17"X30" HH
(20) NEW 11"X11"X16" DROP BOX
3656' OF (1)-1.25" DUCT
778' OF (2)-1.25" DUCTS
6' OF (1)-4" DUCT



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

FDH - 909 COLD RIV RUN
COLD RIVER RUN & RIO BLANCO WAY
KYLE, TX 78640



VICINITY MAP
NTS

ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

LEGEND

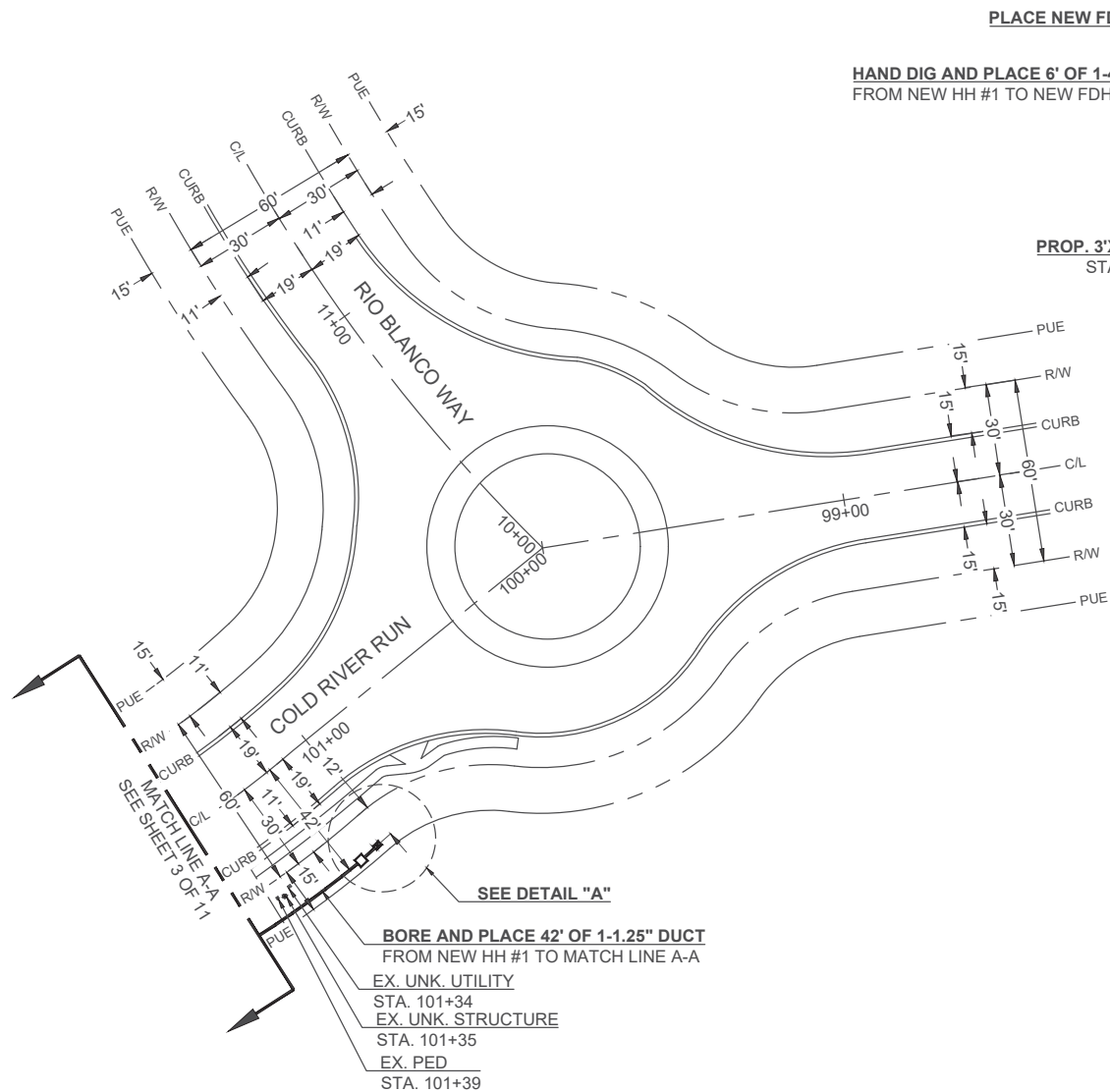
— T —	New Trench
— B —	New Bore
— G —	Existing Gas
— W —	Existing Water
— T —	Existing Telephone
— S —	Existing Sewer
— D —	Existing Storm Drain
— E —	Existing Electric
⊗	Existing Manhole
⊠	Existing Handhole (2'x3' or 17"x30")
⊞	DSLAM
⊞	X-CONNECT
⊞	POWER PEDESTAL
⊞	TELCO PEDESTAL
⊞	3' X 5' PULL BOX
⊞	POLE

Frontier
COMMUNICATIONS

JOB ID: 5309530 DATE: 08/16/2022
TITLE: FDH - 909 COLD RIV RUN
STREET ADDRESS: 909 COLD RIV RUN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224

Prepared by: CHC CONSULTING
ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 450
SAN DIEGO, CA 92108
DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#:
1 OF 11

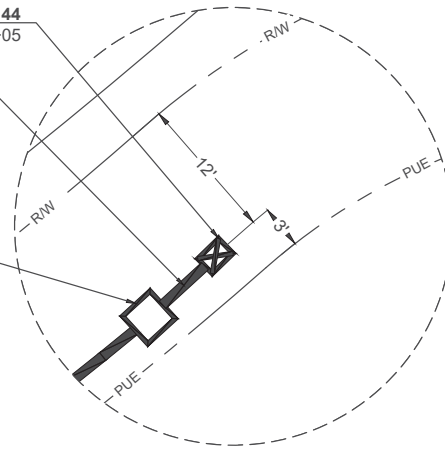
-HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
-ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
-FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.



PLACE NEW FDH CABINET 144
STA. 101+05

HAND DIG AND PLACE 6' OF 1-4" DUCT
FROM NEW HH #1 TO NEW FDH CABINET

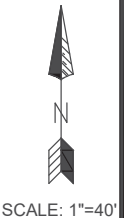
PROP. 3'X3' HH #1
STA. 101+11



DETAIL "A"
SCALE: 1"=10'

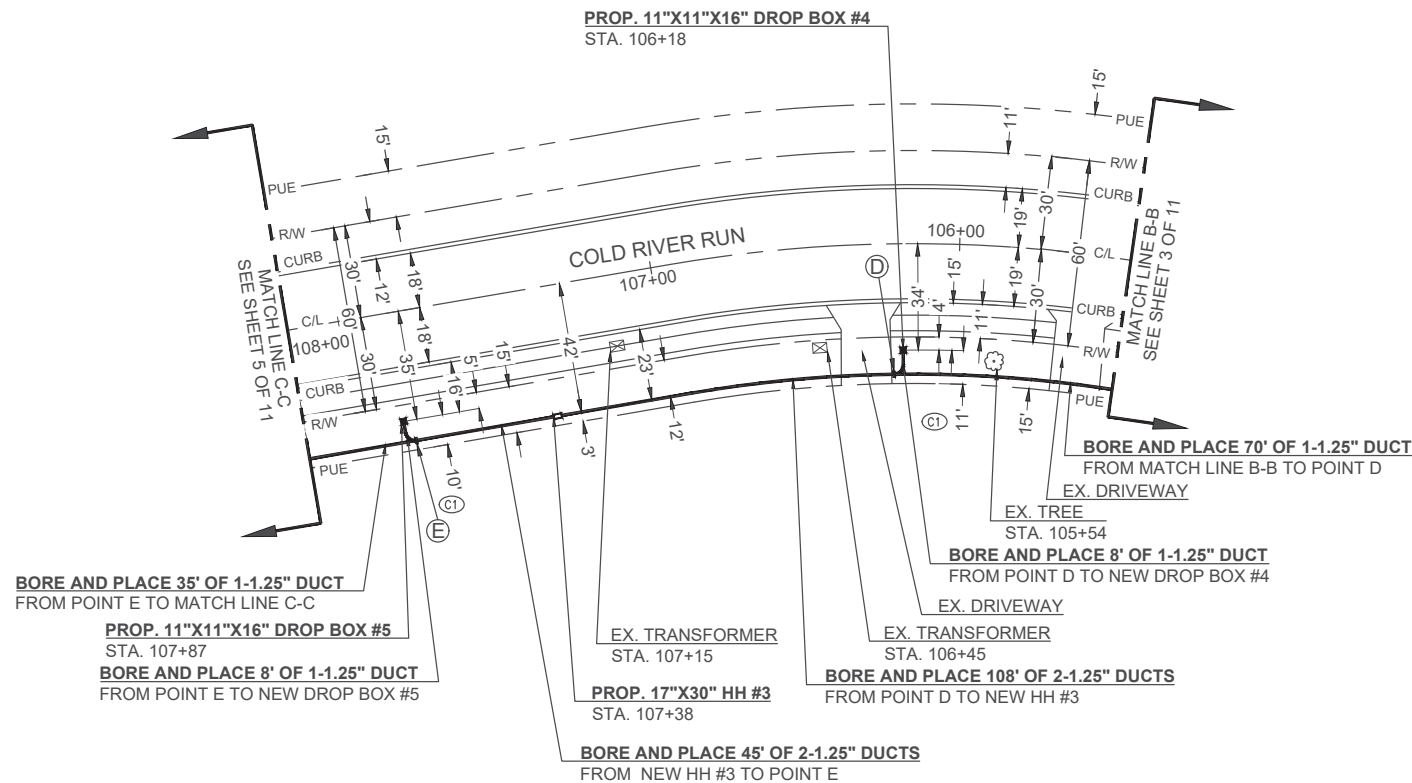


**Know what's below.
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Frontier COMMUNICATIONS	
JOB ID: 5309530	DATE: 08/16/2022
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CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: _____ SHEET#: 2 OF 11


CURVE	RADIUS	LENGTH	DELTA
C1	3'	4'	91°






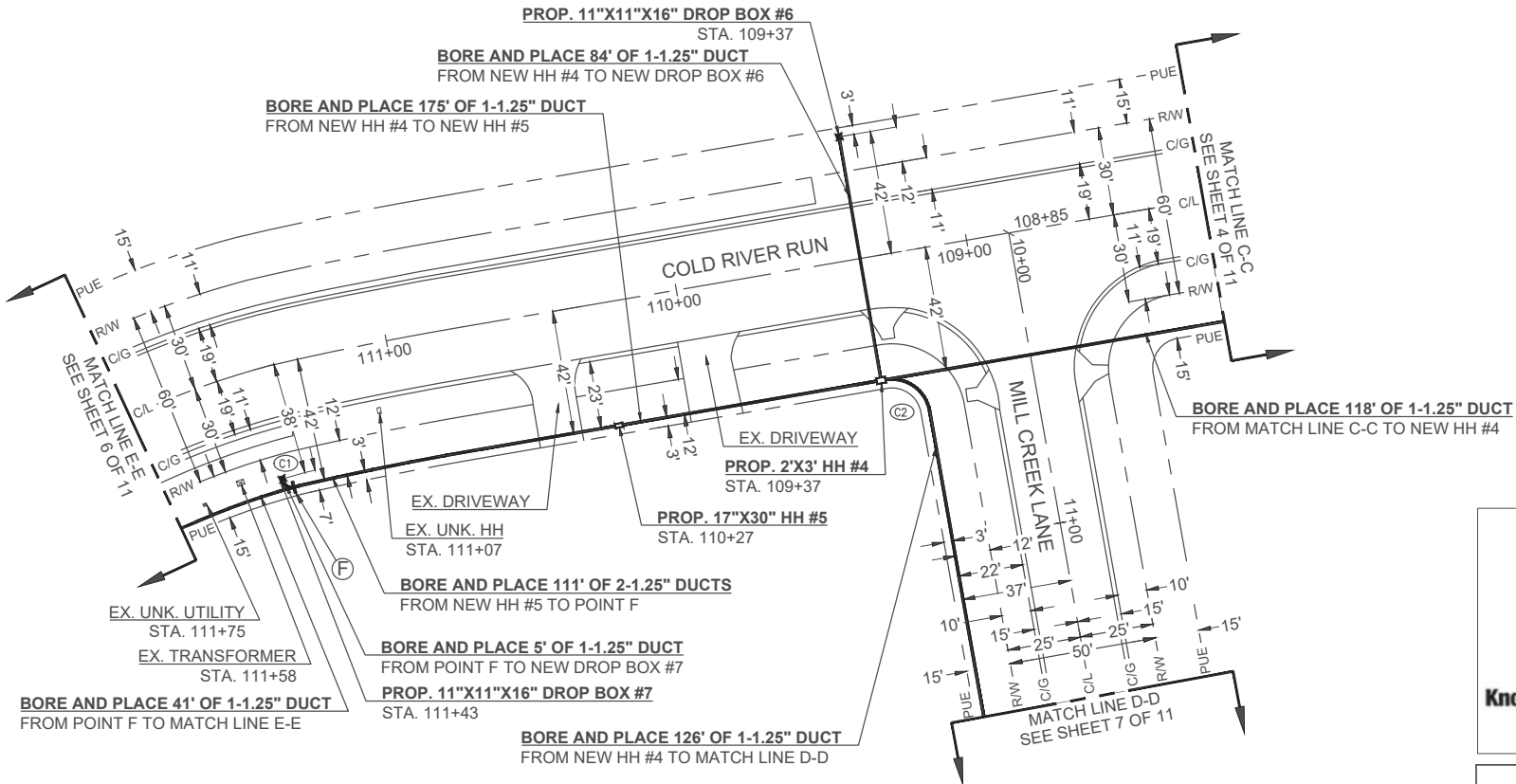
**Know what's below.
Call before you dig.**

N
↑
SCALE: 1"=40'



JOB ID: 5309530		DATE: 08/16/2022	
TITLE: FDH - 909 COLD RIV RUN			
STREET ADDRESS: 909 COLD RIV RUN			
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		EST. #:	
		SHEET#: 4 OF 11	

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°
C2	12.5'	20'	90°






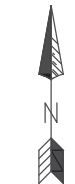
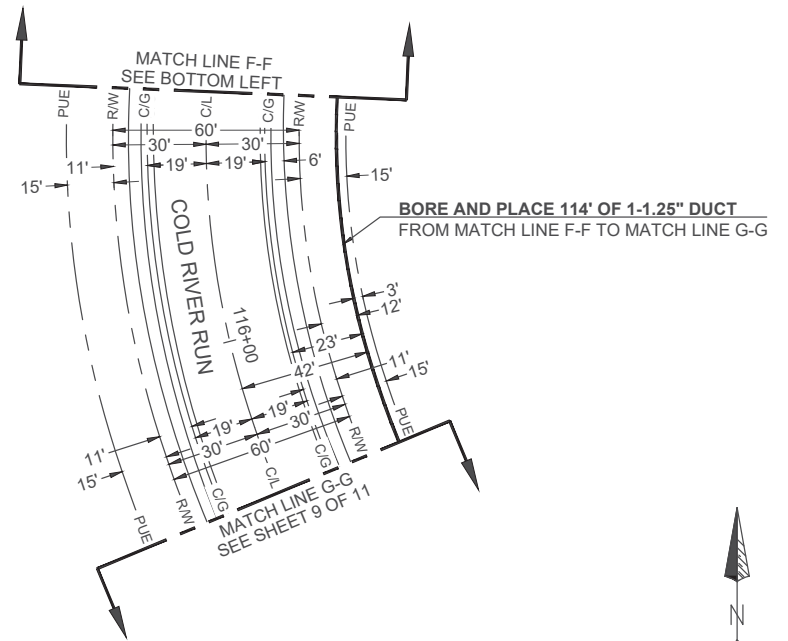
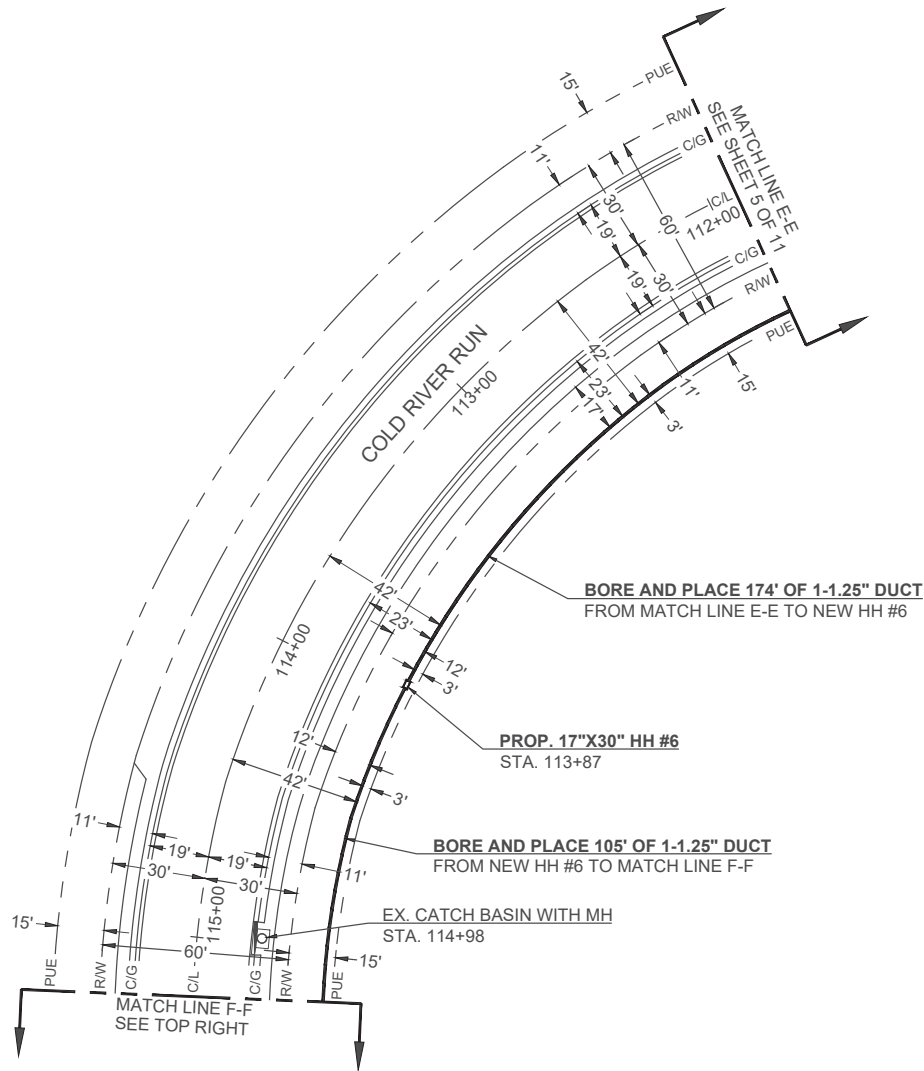
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SCALE: 1"=40'



JOB ID: 5309530		DATE: 08/16/2022	
TITLE: FDH - 909 COLD RIV RUN			
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FTR ENGINEER: CORY RIGGS (310)-210-9882			
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			SHEET#: 5 OF 11



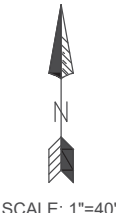
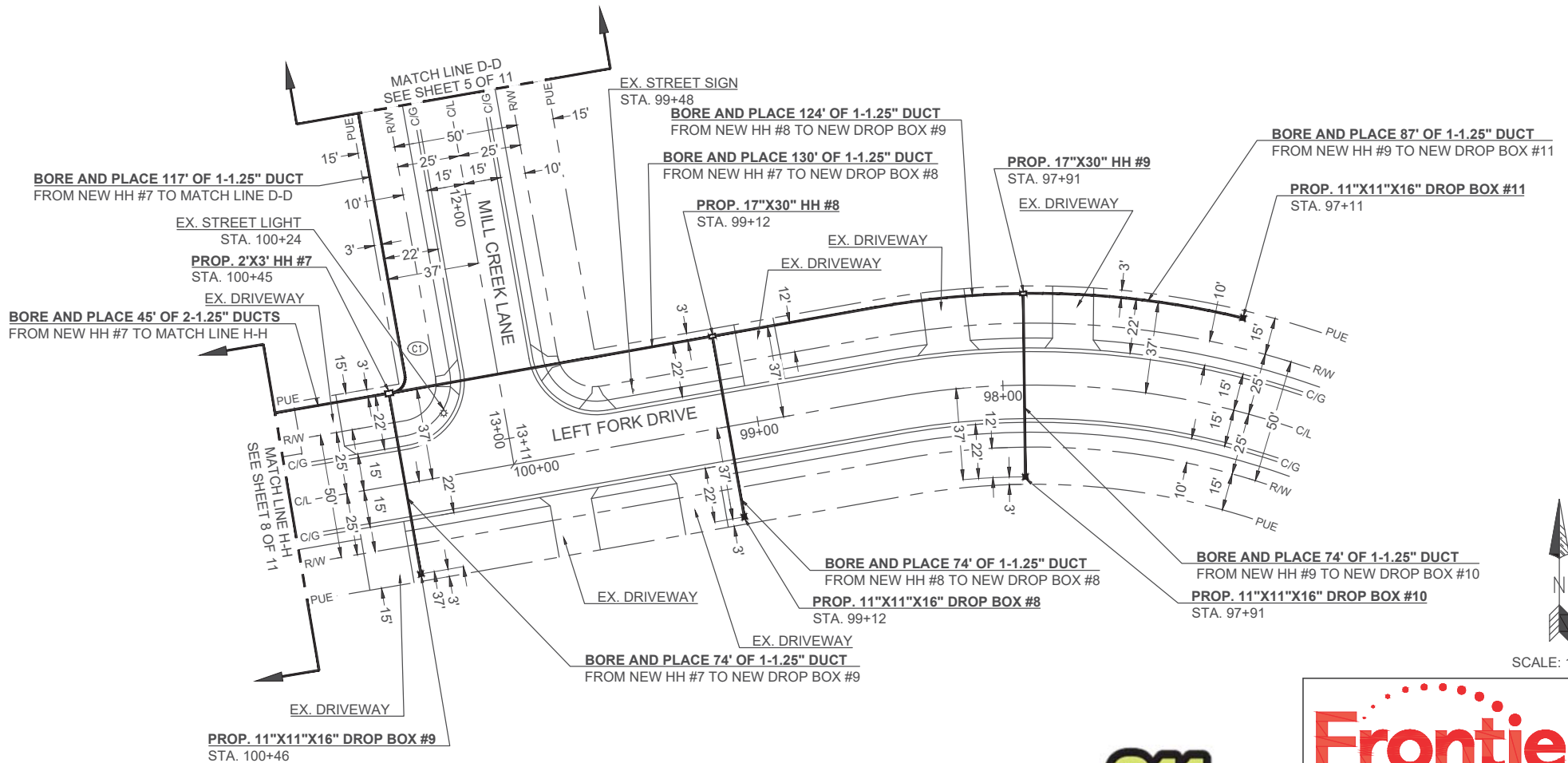
SCALE: 1"=40'



**Know what's below.
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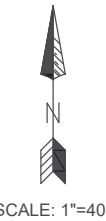
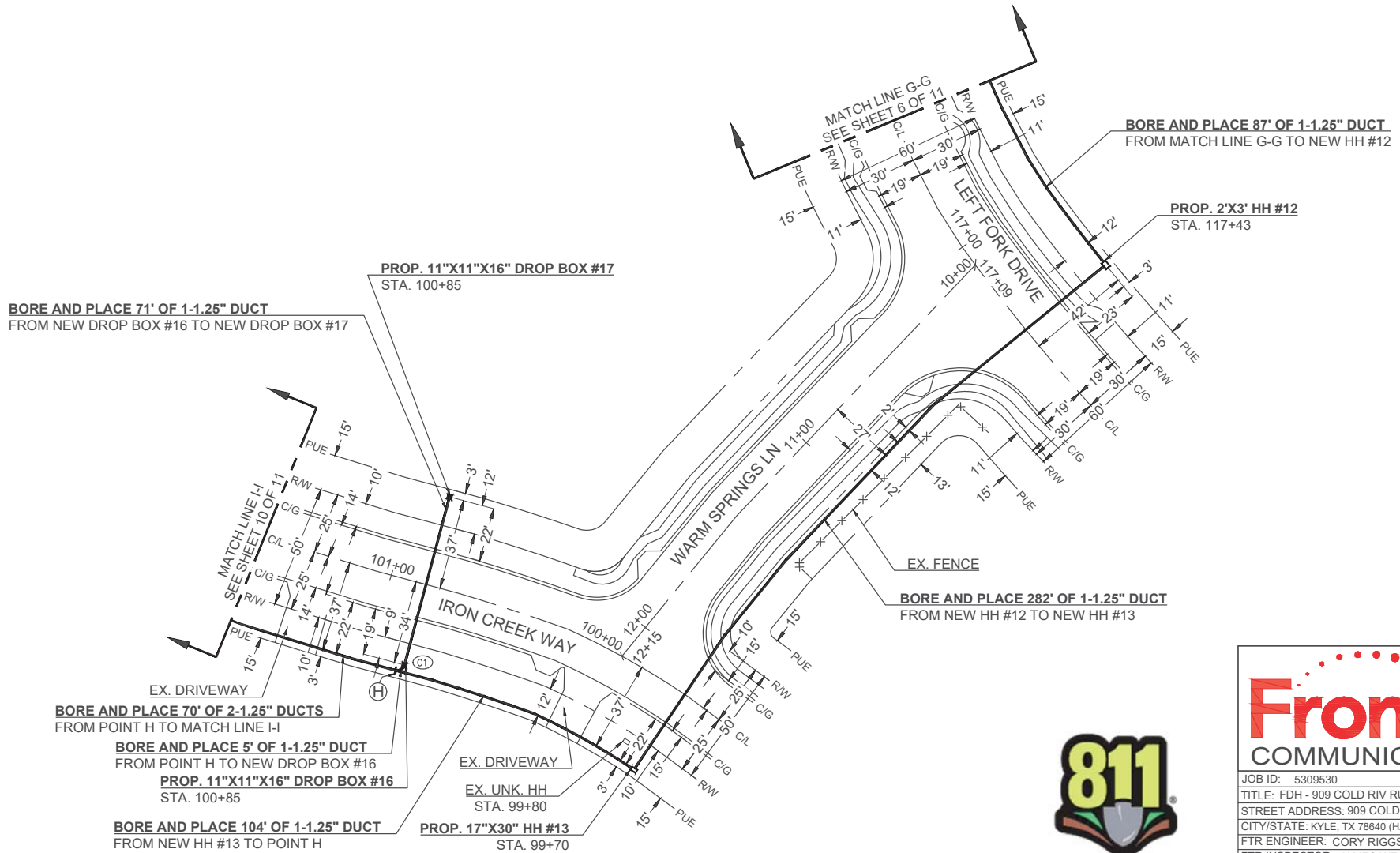
Frontier COMMUNICATIONS	
JOB ID: 5309530	DATE: 08/16/2022
TITLE: FDH - 909 COLD RIV RUN	
STREET ADDRESS: 909 COLD RIV RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
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Prepared by: CHC CONSULTING	DRAWN BY: CHC CONSULTING
ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	EST. #:
	SHEET#: 6 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	6'	9'	90°



JOB ID: 5309530	DATE: 08/16/2022
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STREET ADDRESS: 909 COLD RIV RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
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CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°

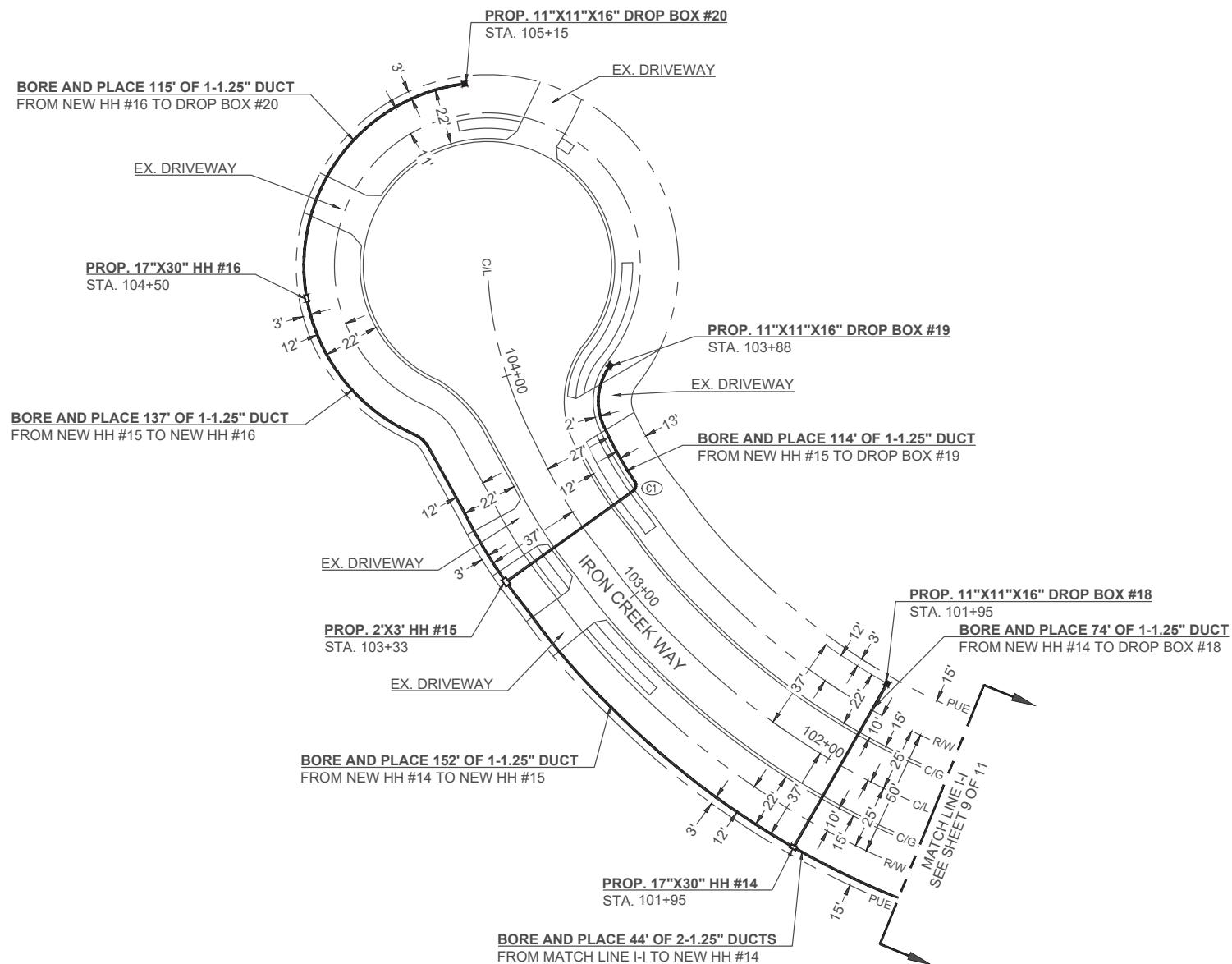


811

**Know what's below.
Call before you dig.**

Frontier COMMUNICATIONS	
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STREET ADDRESS: 909 COLD RIV RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
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Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 9 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	89°



**Know what's below.
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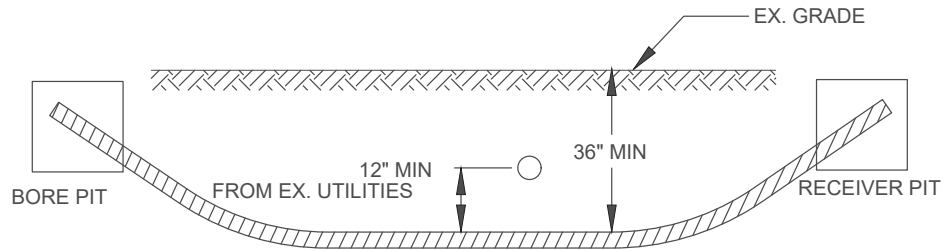
SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5309530 DATE: 08/16/2022
 TITLE: FDH - 909 COLD RIV RUN
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 CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
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 FTR INSPECTOR: JAMES WEST (972)-578-3224

Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC
 9095 RIO SAN DIEGO DR, STE 450
 SAN DIEGO, CA 92108
 DRAWN BY: CHC CONSULTING
 EST. #: SHEET#: 10 OF 11

MINIMUM STANDARDS FOR DIRECTIONAL BORING

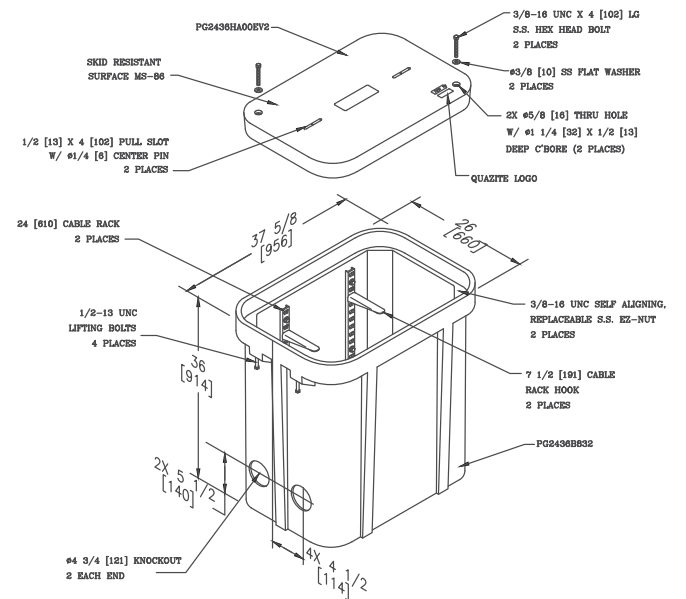


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

SCALE
N.T.S.

2

Frontier
COMMUNICATIONS

JOB ID: 5309530	DATE: 08/16/2022
TITLE: FDH - 909 COLD RIV RUN	
STREET ADDRESS: 909 COLD RIV RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p>
EST. #:	SHEET#: 11 OF 11



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 3/11/2024 .

Utility Company Information:

Name: FRONTIER COMMUNICATION
Address: 2611 45TH STREET DICKINSON TX
Phone: 2812290849
Contact Name: DARRIN ALBRECH

Engineer / Contractor Information:

Name: WISE CONNECT
Address: 99 DUPREE BUDA TX 78610
Phone: 5127574302
Contact Name: CLINT WEST

Hays County Information:

Utility Permit Number: TRN-2024-7665-UTL
Type of Utility Service:
Project Description:
Road Name(s): HIGH MEADOWS LN, CRESTMONT LN, WHEATFIELD WAY
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

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

03/06/2024

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE; FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of forty-eight (48) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
EX. RISER POLE

PATH FOOTAGE:
BORE= 569'

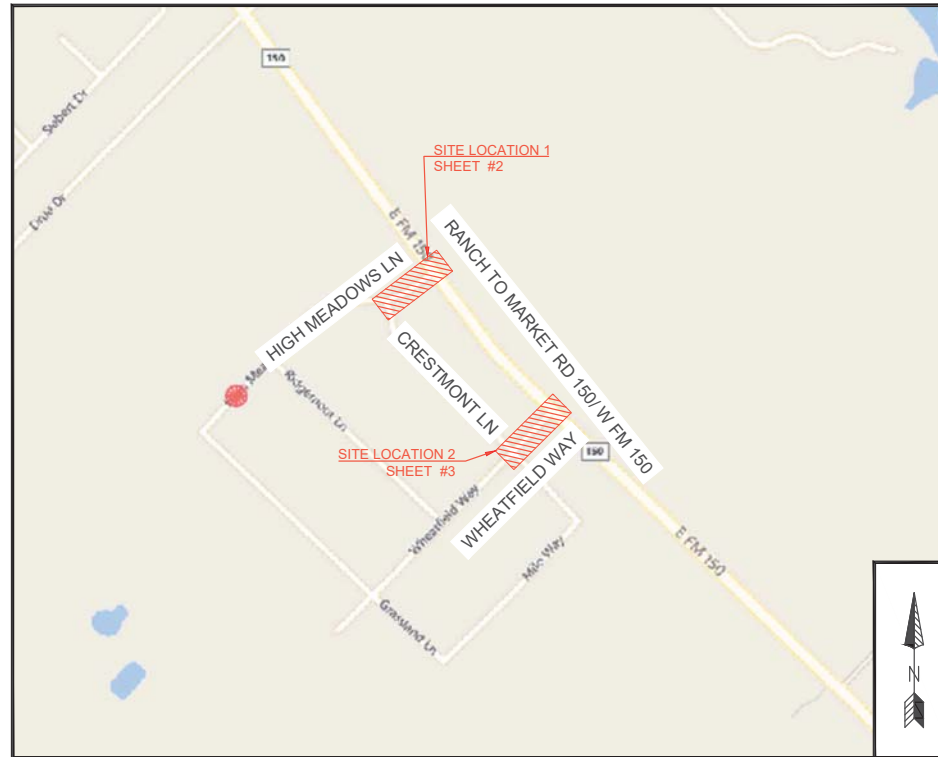
MATERIALS:
(1) 2"x3" HH
569' OF (1)-1.25" DUCT



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

FDH- 3280 RANCH TO MARKET RD 150
RANCH TO MARKET RD 150
& HIGH MEADOWS LN
KYLE, TX 78640



VICINITY MAP
NTS

- HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
- ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCs.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

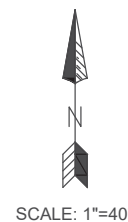
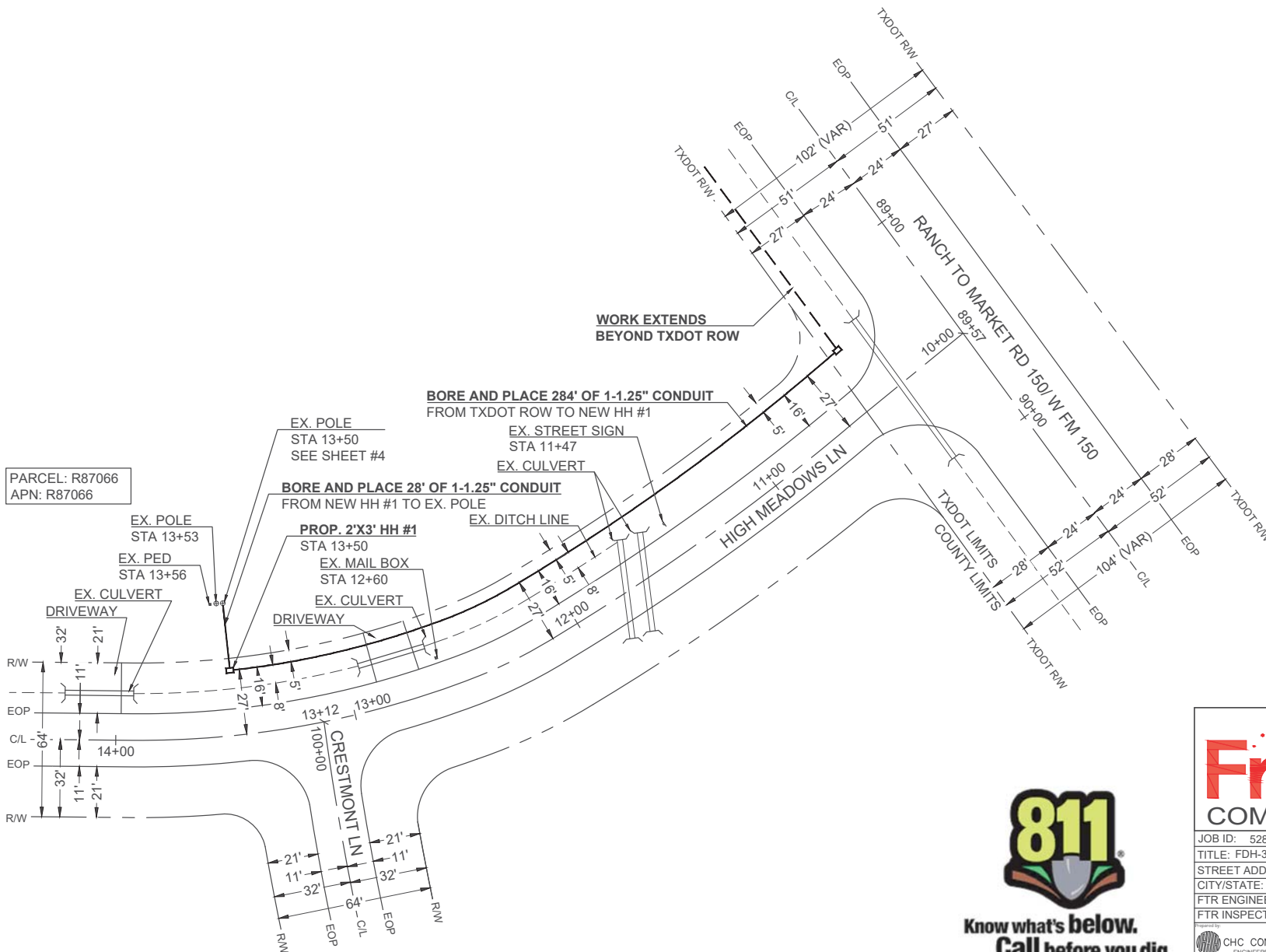
BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE		

LEGEND

	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

Frontier
COMMUNICATIONS

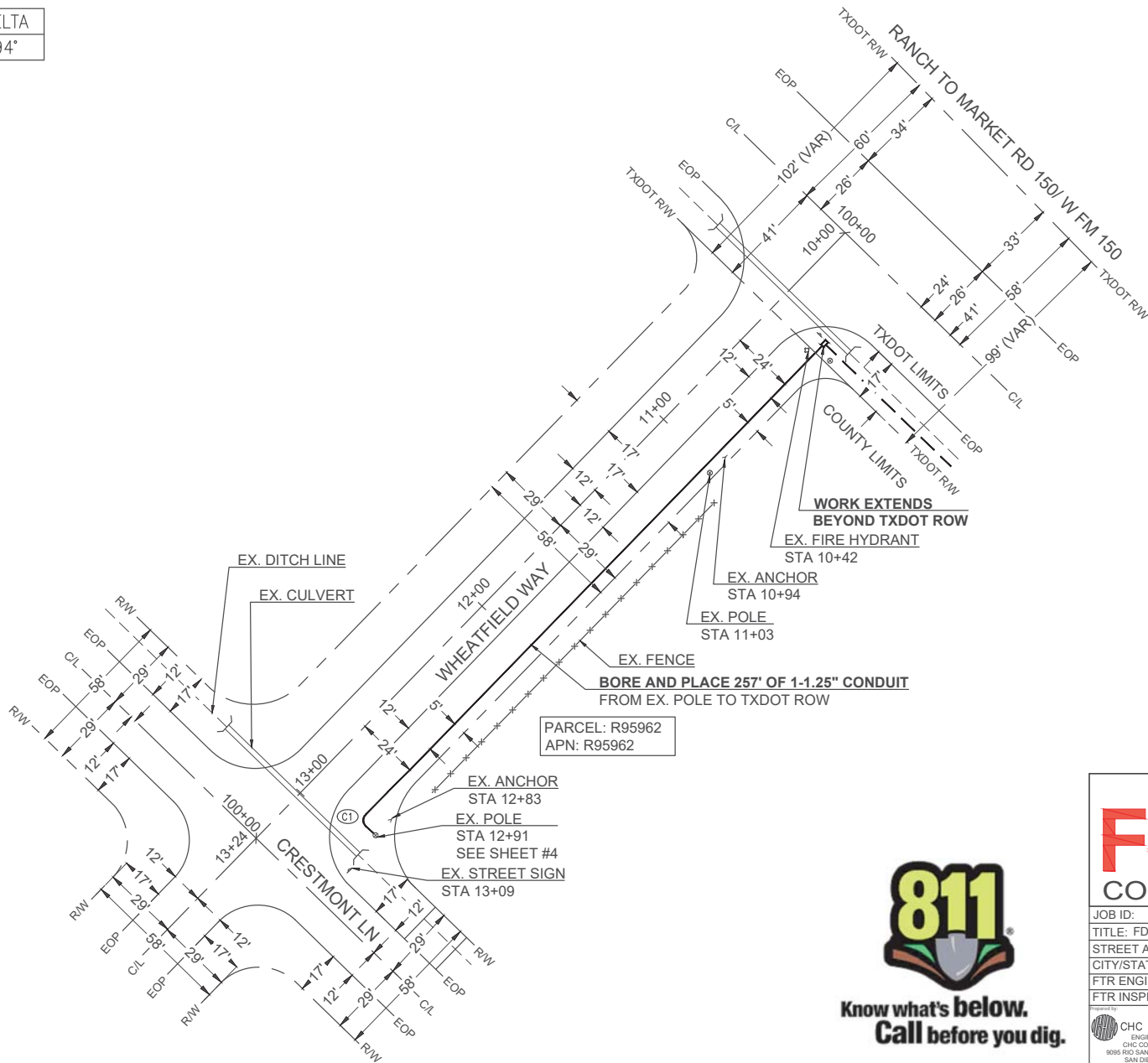
JOB ID: 5285545	DATE: 07/26/2021
TITLE: FDH-3280 RANCH TO MARKET RD 150	
STREET ADDRESS: 3280 RANCH TO MARKET RD 150	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#:
	1 OF 4



Know what's below.
Call before you dig.

JOB ID: 5285545	DATE: 07/26/2021
TITLE: FDH-3280 RANCH TO MARKET RD 150	
STREET ADDRESS: 3280 RANCH TO MARKET RD 150	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 2 OF 4

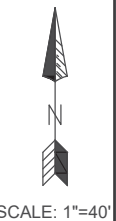
CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	94°



PARCEL: R95962
APN: R95962

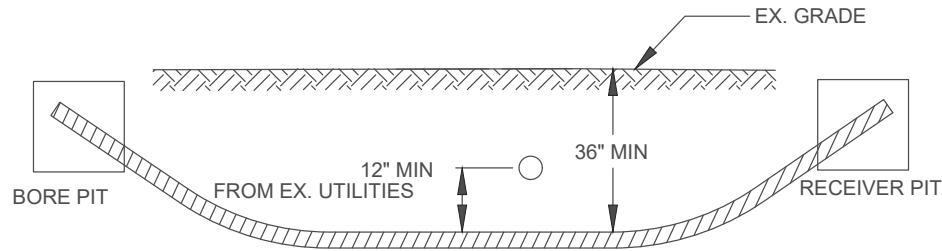


Know what's below.
Call before you dig.



JOB ID: 5285545	DATE: 07/26/2021
TITLE: FDH-3280 RANCH TO MARKET RD 150	
STREET ADDRESS: 3280 RANCH TO MARKET RD 150	
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FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<small>Prepared by:</small> CHC CONSULTING <small>ENGINEERED BY:</small> CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	<small>DRAWN BY:</small> CHC CONSULTING <small>EST. #:</small> <small>SHEET#:</small> 3 OF 4

MINIMUM STANDARDS FOR DIRECTIONAL BORING

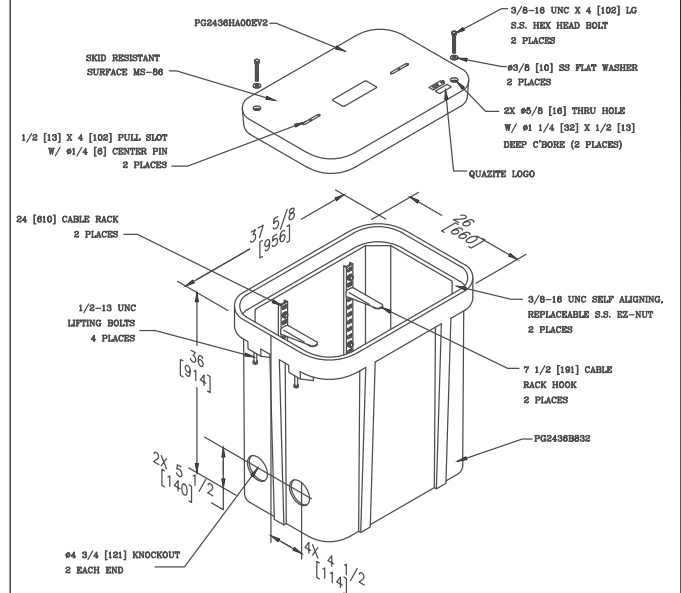


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

SCALE
N.T.S.

2

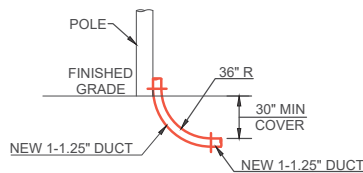
PLAN VIEW

EX. POLE
STA. 13+50
SEE SHEET #2



PL NEW 1-1.25" DUCT
W/ MIN. 36" SWEEP

ELEVATION



TYPICAL RISER DETAIL

SCALE
N.T.S.

3

PLAN VIEW

EX. POLE
STA. 12+91
SEE SHEET #3



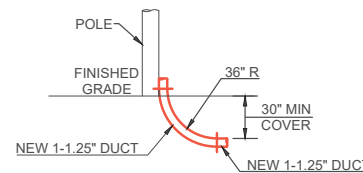
PL NEW 1-1.25" DUCT
W/ MIN. 36" SWEEP

TYPICAL RISER DETAIL

SCALE
N.T.S.

4

ELEVATION



JOB ID: 5285545	DATE: 07/26/2021
TITLE: FDH-3280 RANCH TO MARKET RD 150	
STREET ADDRESS: 3280 RANCH TO MARKET RD 150	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 4 OF 4



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 3/4/2024 .

Utility Company Information:

Name: Frontier Communications
Address: 2611 45th Street Dickinson TX
Phone: 2812290849
Contact Name: Darrin Albrecht

Engineer / Contractor Information:

Name: Wise Connect
Address: 99 Dupree Dr Buda TX 78610
Phone: 5127574302
Contact Name: Clint West

Hays County Information:

Utility Permit Number: TRN-2024-7667-UTL

Type of Utility Service:

Project Description:

Road Name(s): Cold River Run, Rio Blanco Way, Painted Creek Way, Mineral River Loop, Six

Subdivision:

Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

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

03/06/2024

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

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PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
COUNTY R/W
EX. HH

PATH FOOTAGE:
BORE = 2999'

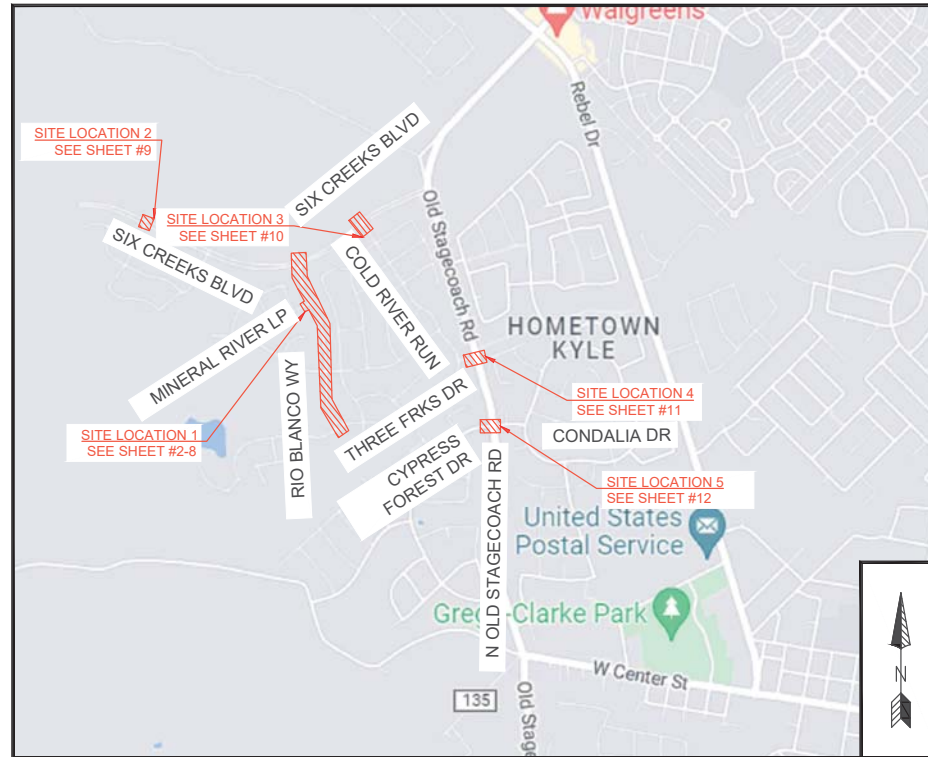
MATERIALS:
(7) NEW 17"x30" HH
(2) NEW 30"x48" HH
(2) NEW 2"x3" HH
218' OF (1)-1.25" DUCT
2781' OF (2)-1.25" DUCTS



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

909 COLD RIVER RUN
RIO BLANCO WAY & COLD RIV RUN
KYLE, TX 78640



VICINITY MAP
NTS

- HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
- ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	EX. DRIVEWAY	ITD ROW	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

LEGEND

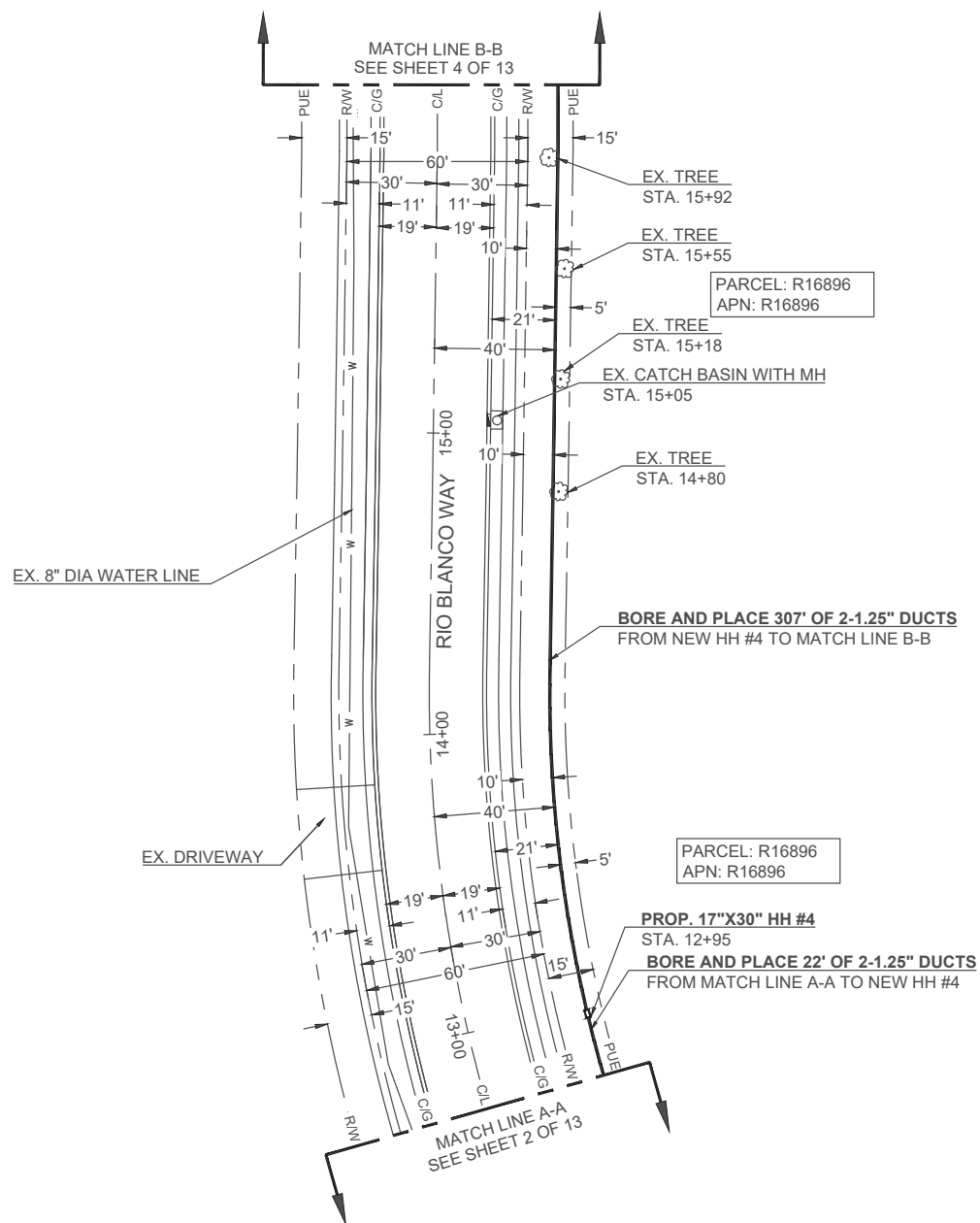
	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17'x30'')
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

Frontier
COMMUNICATIONS

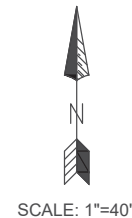
JOB ID: 5285547 DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN
STREET ADDRESS: 909 COLD RIVER RUN
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310) 210-9882
FTR INSPECTOR: JAMES WEST (972) 578-3224

	CHC CONSULTING	DRAWN BY:	CHC CONSULTING
	ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	EST. #:	SHEET#:

1 OF 13



Know what's below.
Call before you dig.



Frontier
COMMUNICATIONS

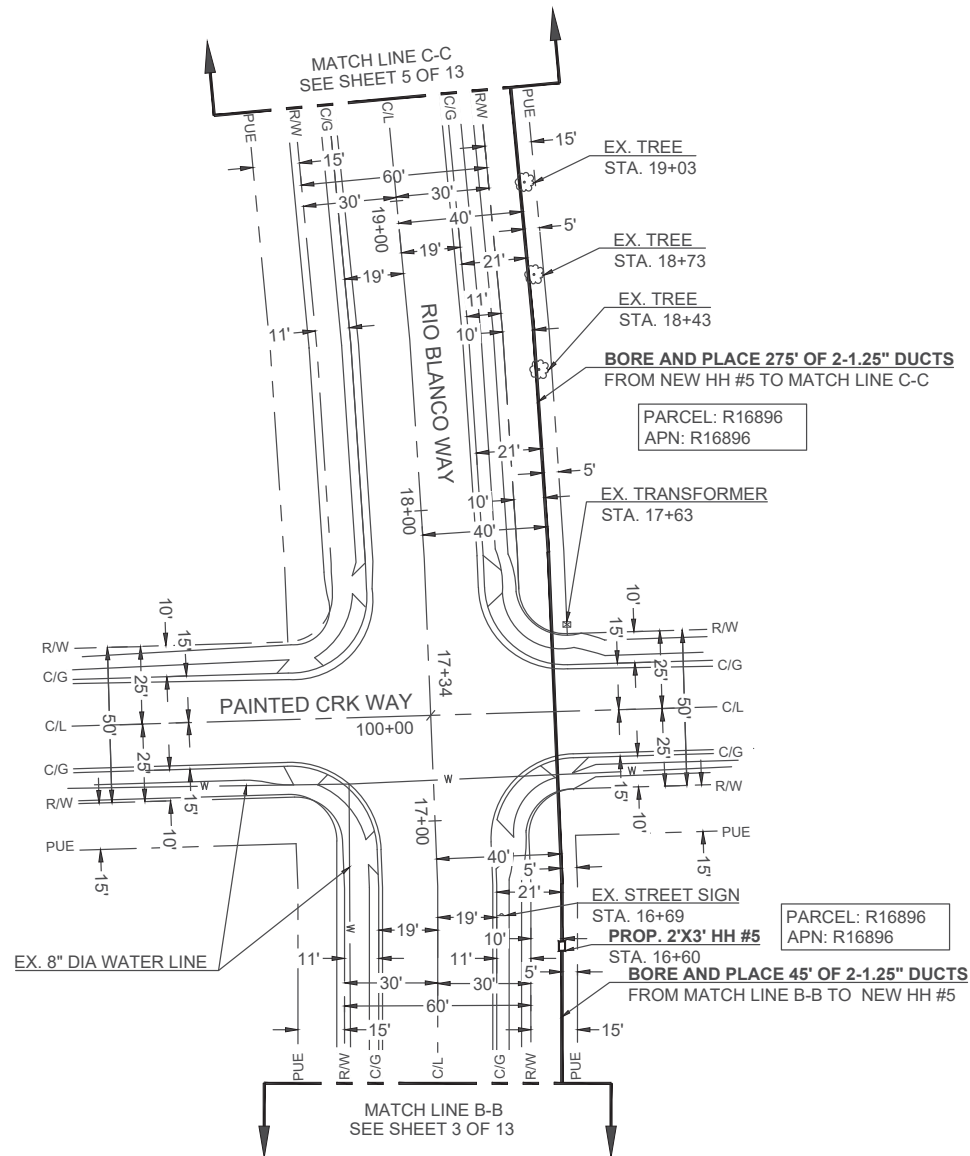
JOB ID: 5285547 DATE: 09/02/2022
 TITLE: 909 COLD RIVER RUN
 STREET ADDRESS: 909 COLD RIVER RUN
 CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
 FTR ENGINEER: CORY RIGGS (310) 210-9882
 FTR INSPECTOR: JAMES WEST (972) 578-3224

CHC CONSULTING
 ENGINEERED BY:
 CHC CONSULTING, LLC
 9095 RIO SAN DIEGO DR, STE 400
 SAN DIEGO, CA 92108

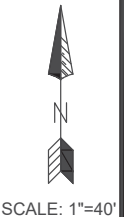
DRAWN BY:
 CHC CONSULTING

EST. #:

SHEET#: 3 OF 13



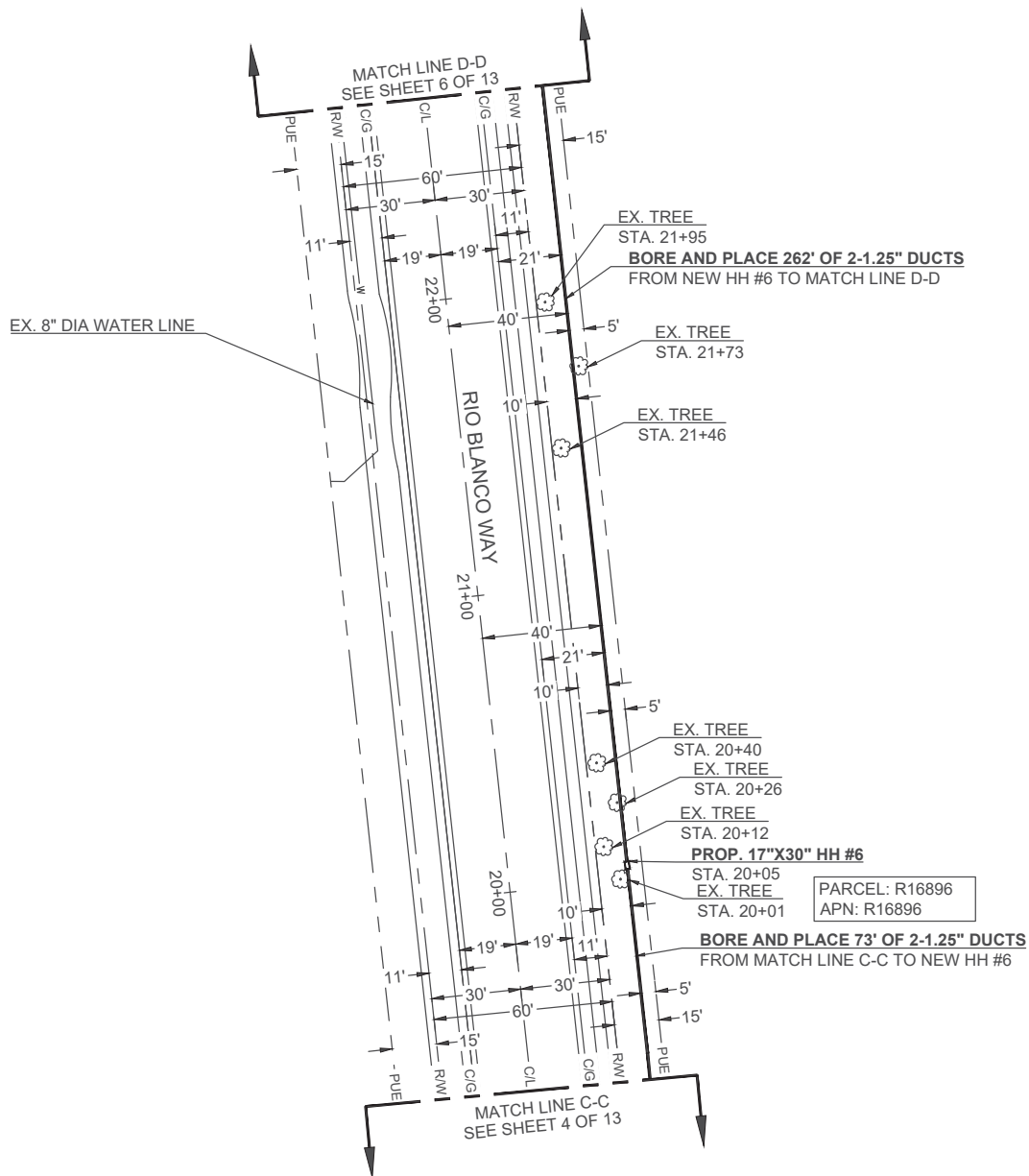
Know what's below.
Call before you dig.



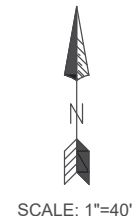
Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	

CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR., STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: 	SHEET#:
---	--	-------------



Know what's below.
 Call before you dig.



SCALE: 1"=40'

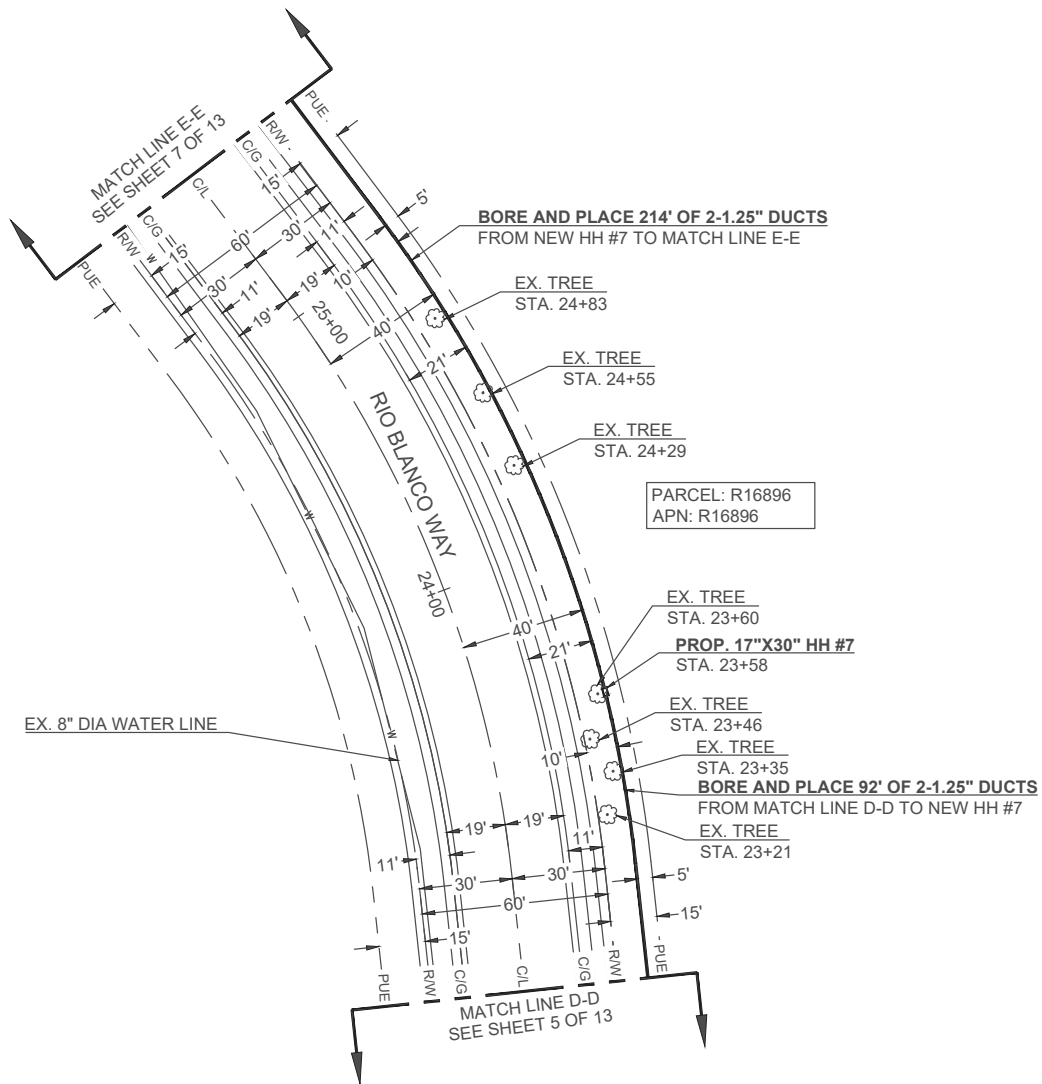
Frontier
 COMMUNICATIONS

JOB ID: 5285547 DATE: 09/02/2022
 TITLE: 909 COLD RIVER RUN
 STREET ADDRESS: 909 COLD RIVER RUN
 CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
 FTR ENGINEER: CORY RIGGS (310) 210-9882
 FTR INSPECTOR: JAMES WEST (972) 578-3224

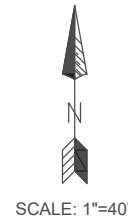
CHC CONSULTING
 ENGINEERED BY:
 CHC CONSULTING, LLC
 9095 RIO SAN DIEGO DR, STE 400
 SAN DIEGO, CA 92108

DRAWN BY:
 CHC CONSULTING
 EST. #:

SHEET#:
 5 OF 13



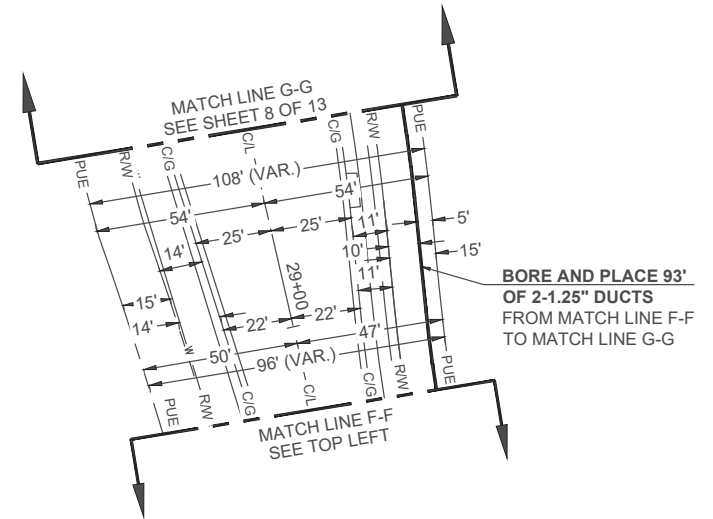
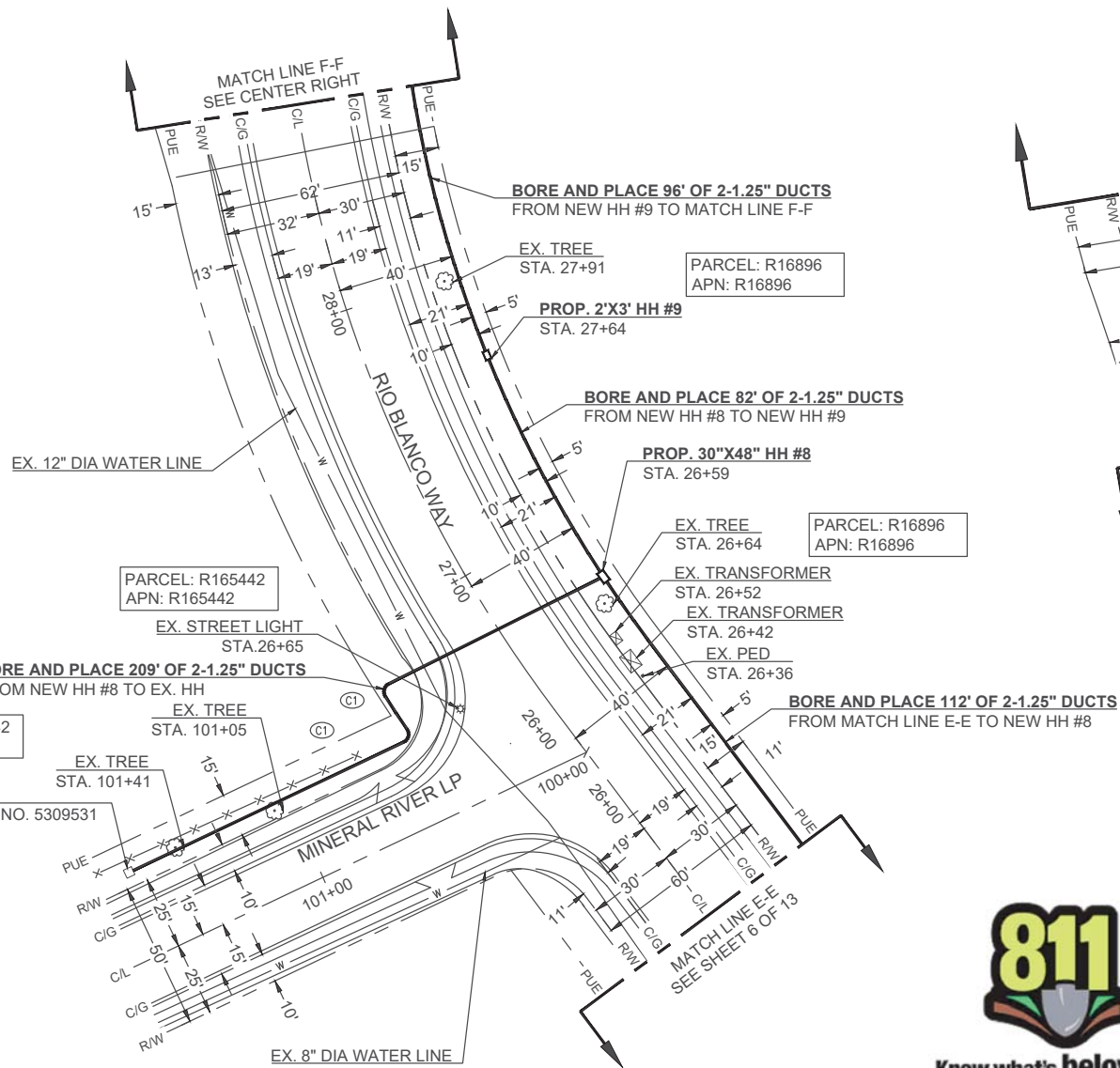
Know what's below.
Call before you dig.



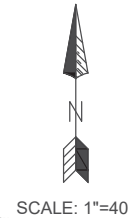
Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING	DRAWN BY: CHC CONSULTING
ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	EST. #:
	SHEET#: 6 OF 13

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	96°



**Know what's below.
Call before you dig.**



Frontier
COMMUNICATIONS

JOB ID: 5285547 DATE: 09/02/2022
 TITLE: 909 COLD RIVER RUN
 STREET ADDRESS: 909 COLD RIVER RUN
 CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
 FTR ENGINEER: CORY RIGGS (310) 210-9882
 FTR INSPECTOR: JAMES WEST (972) 578-3224

CHC CONSULTING
 ENGINEERED BY:
 CHC CONSULTING, LLC
 9095 RIO SAN DIEGO DR, STE 400
 SAN DIEGO, CA 92108

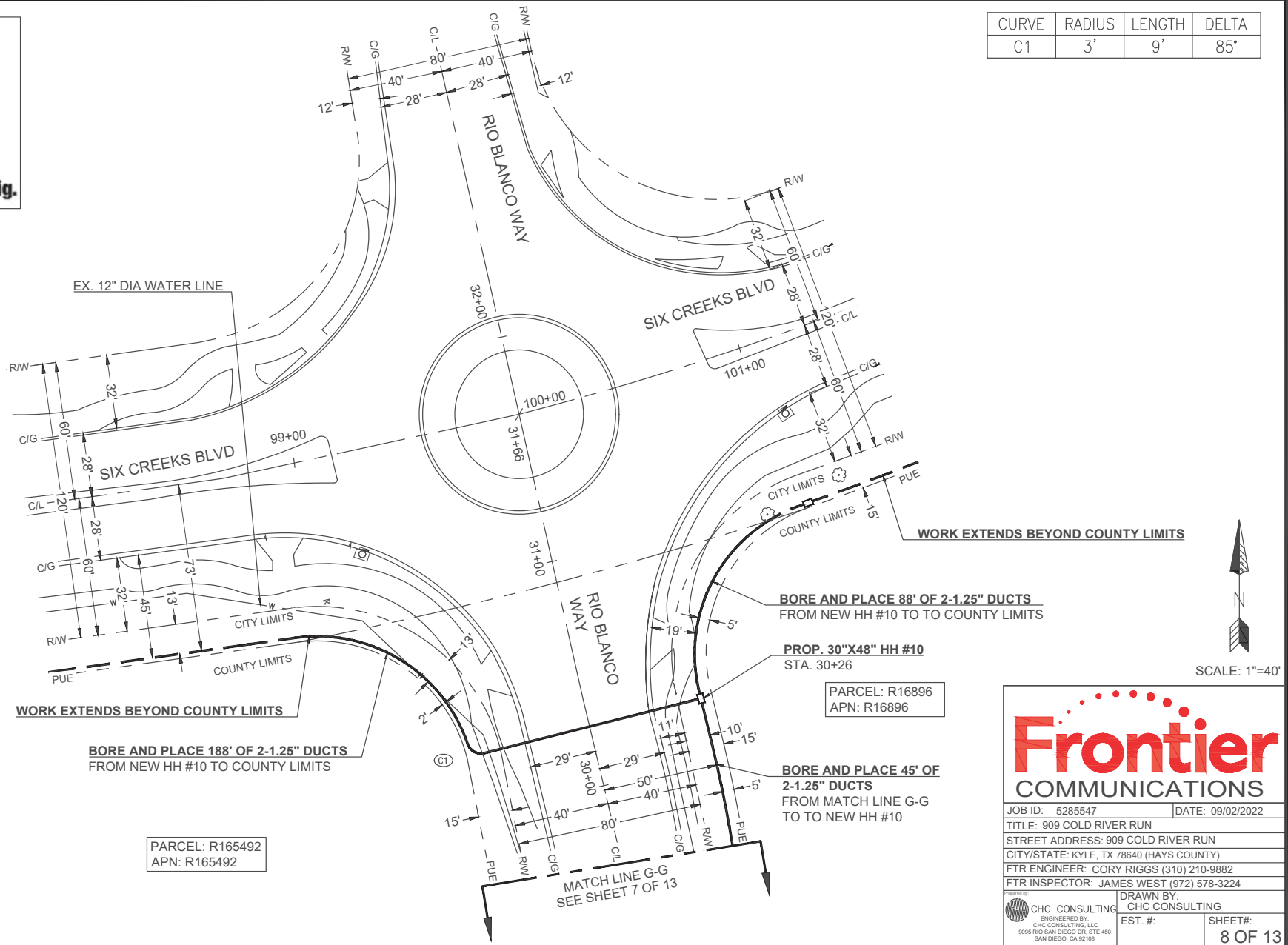
DRAWN BY:
 CHC CONSULTING

EST. #:

SHEET#: 7 OF 13



Know what's below.
Call before you dig.

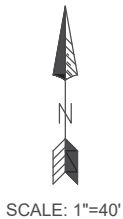
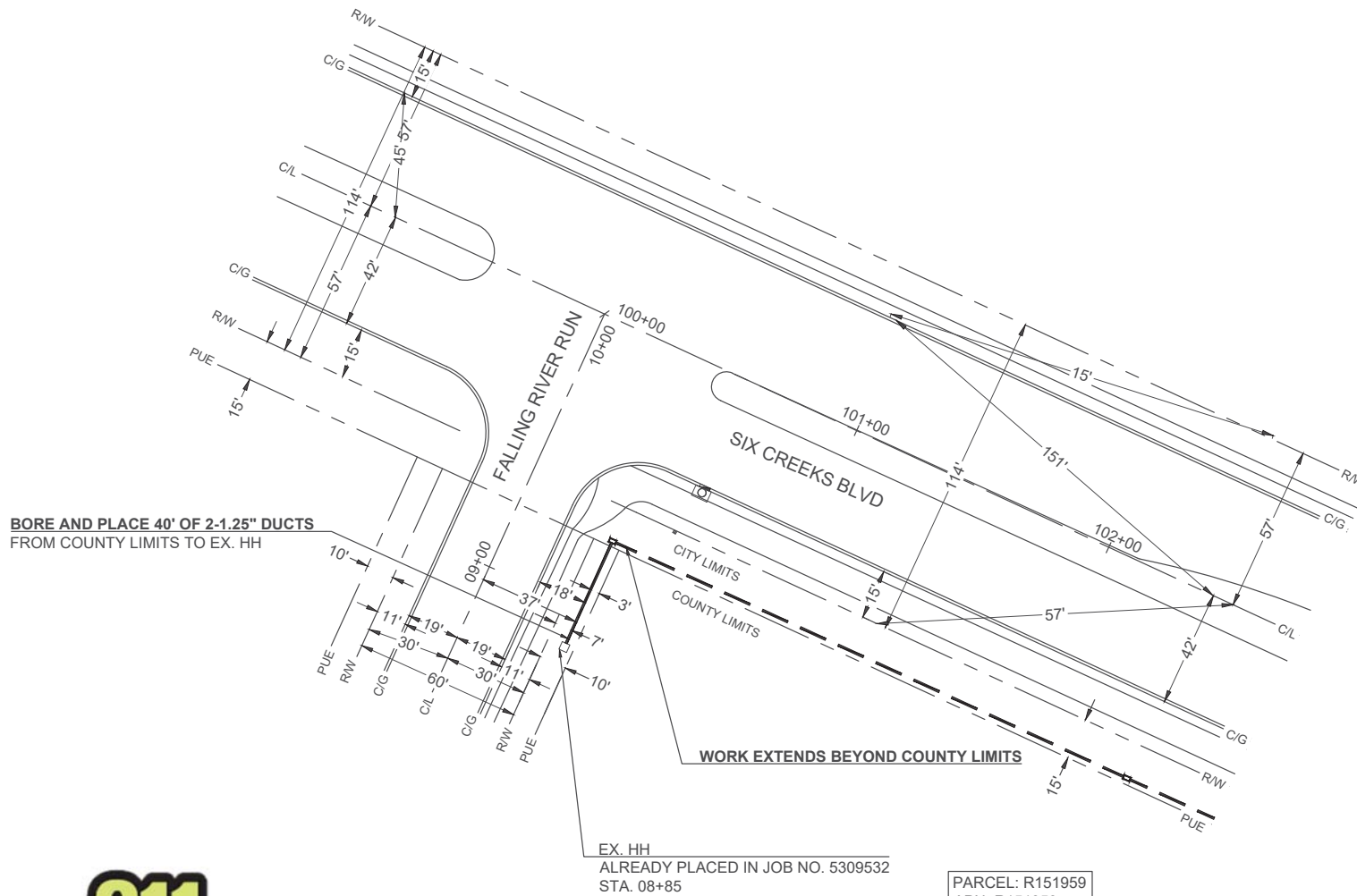


CURVE	RADIUS	LENGTH	DELTA
C1	3'	9'	85°

Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
EST. #:	SHEET#: 8 OF 13

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°

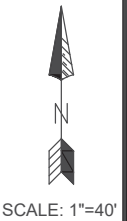
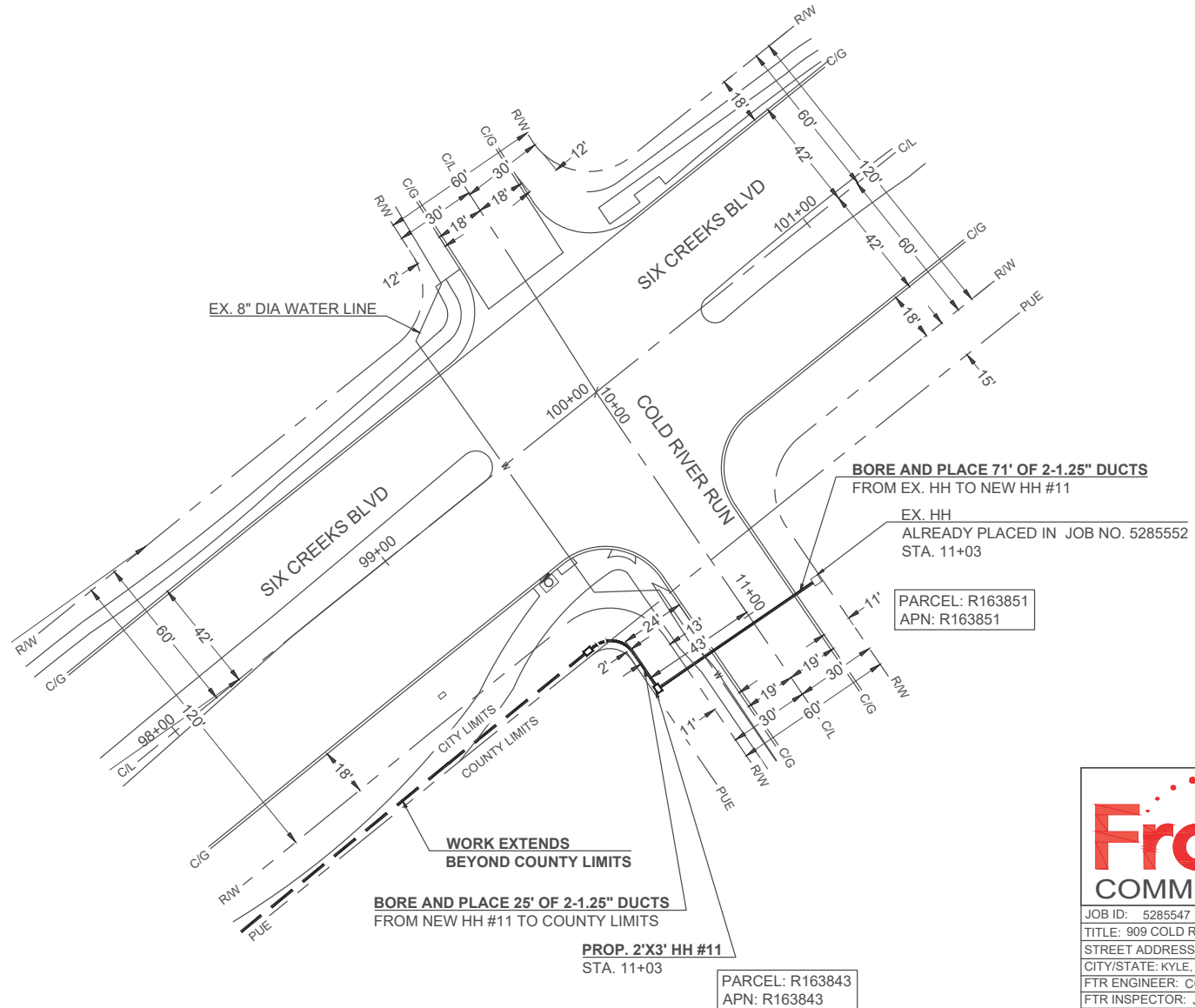


Know what's below.
Call before you dig.

Frontier COMMUNICATIONS	
JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
 CHC CONSULTING <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #:
SHEET#: 9 OF 13	



Know what's below.
Call before you dig.



Frontier
COMMUNICATIONS

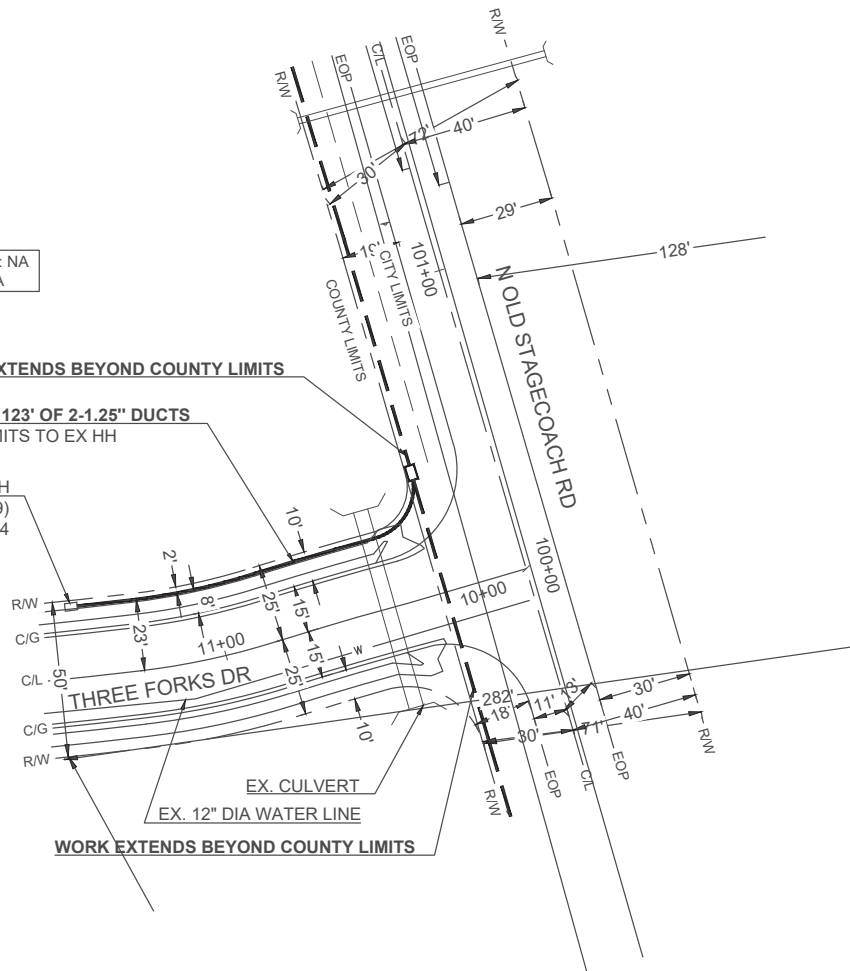
JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 100F 13

PARCEL: NA
APN: NA

WORK EXTENDS BEYOND COUNTY LIMITS

BORE AND PLACE 123' OF 2-1.25" DUCTS
FROM COUNTY LIMITS TO EX HH

EX. HH
(ALREADY REQUESTED IN JOB 5309529)
STA. 11+54



WORK EXTENDS BEYOND COUNTY LIMITS



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier

COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 11 OF 13

PARCEL: R166474
APN: R166474

PARCEL: R168666
APN: R168666

BORE AND PLACE 218' OF 1-1.25" DUCT
FROM COUNTY LIMITS TO EX HH

WORK EXTENDS BEYOND COUNTY LIMITS

EX. CATCH BASIN WITH MH
STA. 10+79

EX. DRIVEWAY

CYPRESS FOREST DR

EX. DRIVEWAY

EX. 8" DIA WATER LINE

WORK EXTENDS BEYOND COUNTY LIMITS

EX. DRIVEWAY

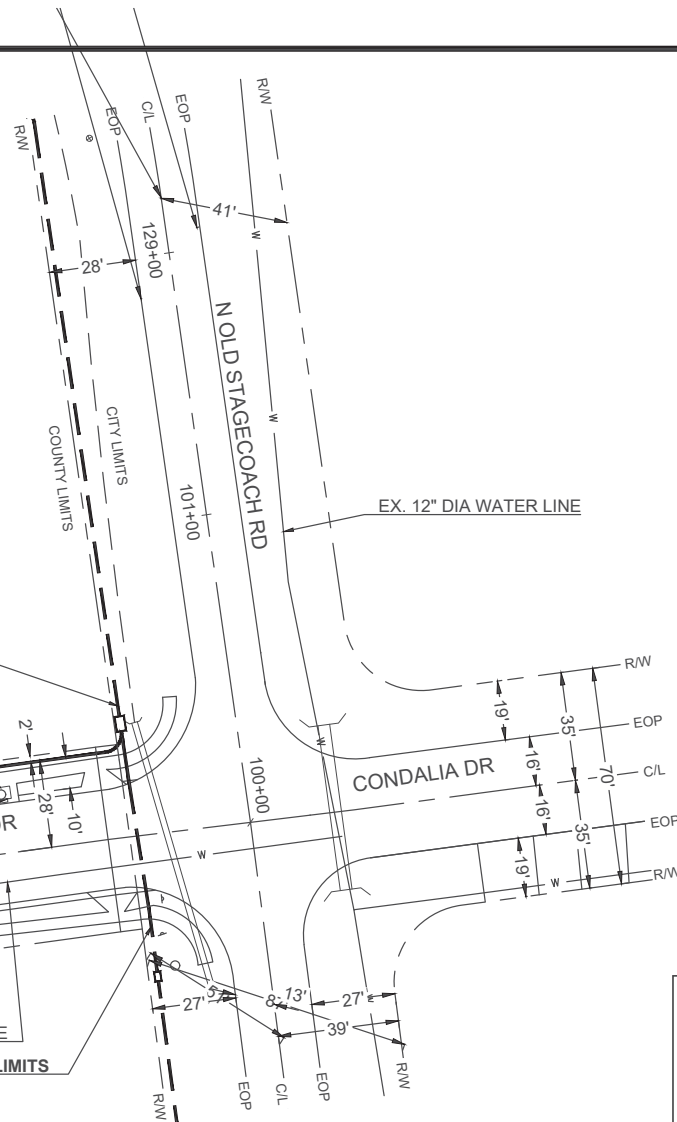
EX. HH
(ALREADY REQUESTED IN JOB 5285551)
STA. 12+45



**Know what's below.
Call before you dig.**



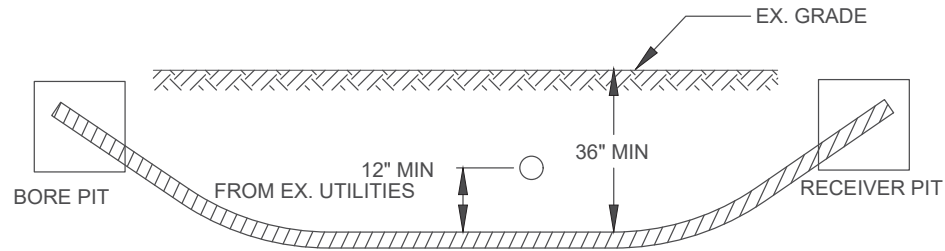
SCALE: 1"=40'



Frontier
COMMUNICATIONS

JOB ID: 5285547		DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN		
STREET ADDRESS: 909 COLD RIVER RUN		
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)		
FTR ENGINEER: CORY RIGGS (310) 210-9882		
FTR INSPECTOR: JAMES WEST (972) 578-3224		
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	DRAWN BY: CHC CONSULTING	
	EST. #:	SHEET#:
		12 OF 13

MINIMUM STANDARDS FOR DIRECTIONAL BORING

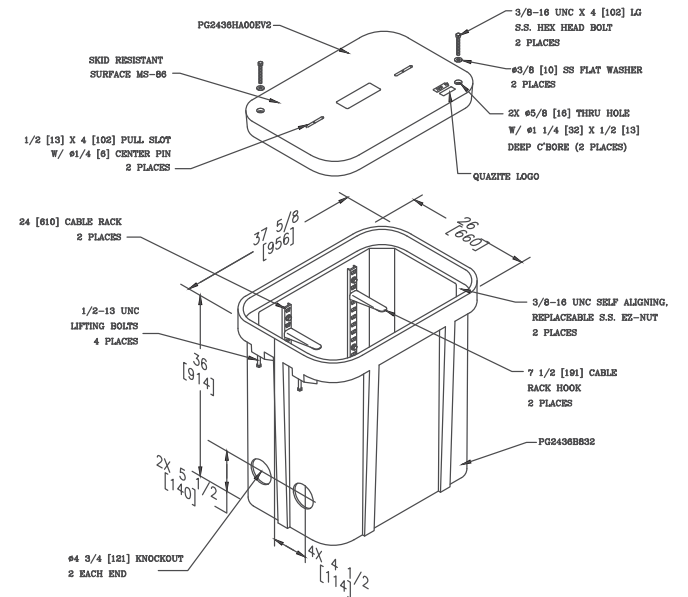


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE
N.T.S.

1



2' X 3' HAND HOLE

SCALE
N.T.S.

2

Frontier
COMMUNICATIONS

JOB ID: 5285547	DATE: 09/02/2022
TITLE: 909 COLD RIVER RUN	
STREET ADDRESS: 909 COLD RIVER RUN	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p>
EST. #:	SHEET#:
	13 OF 13



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 1/29/2024 .

Utility Company Information:

Name: Frontier Communications
Address: TX
Phone: 5128182460
Contact Name: KEVIN MOSELEY

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name: CLINT WEST

Hays County Information:

Utility Permit Number: TRN-2024-7661-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): GRIST MILL RD / CO RD 153, HEIDENREICH LN / CO RD 152
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

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

03/06/2024

Signature

Title

Date

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer DARRIN ALBRECHT at (281)-229-0849 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
NOTE: FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of forty-eight (48) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
EX. HH
EX. POLES

PATH FOOTAGE:
BORE = 4254'

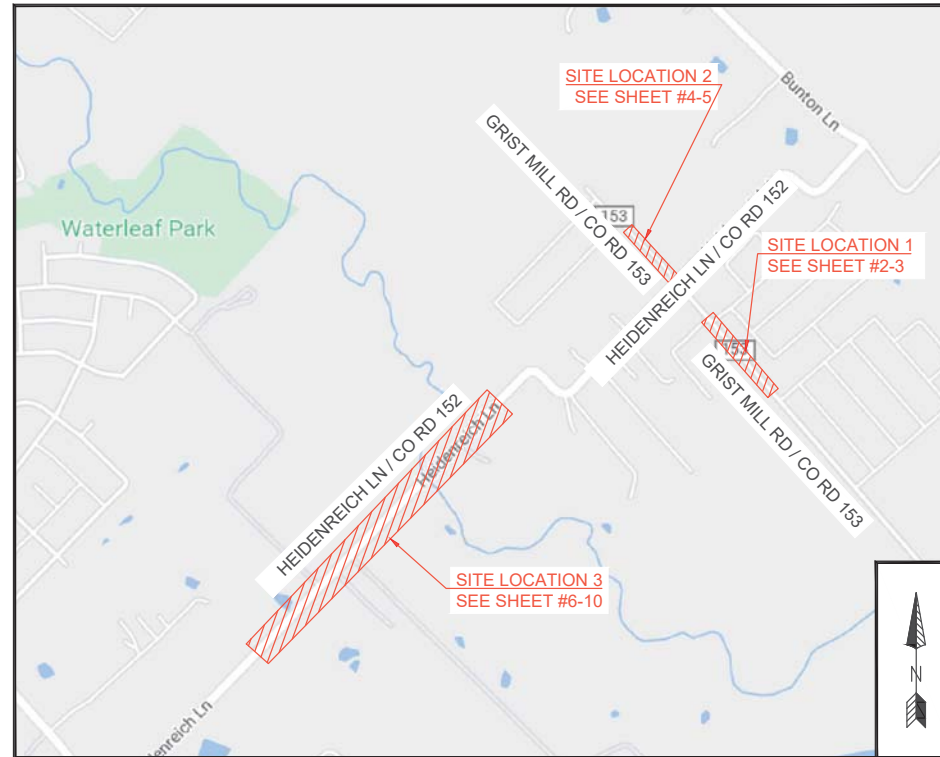
MATERIALS:
(5) NEW 2"x3" HH
4254' OF (2)-1.25" DUCTS



Know what's below.
Call before you dig.

CONSTRUCTION PACKAGE

CO - 100 N NANCE ST
GRIST MILL RD / CO RD 153 & ANDOVER LN
KYLE, TX 78640



VICINITY MAP
NTS

ABBREVIATIONS			
BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	ITD ROW	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

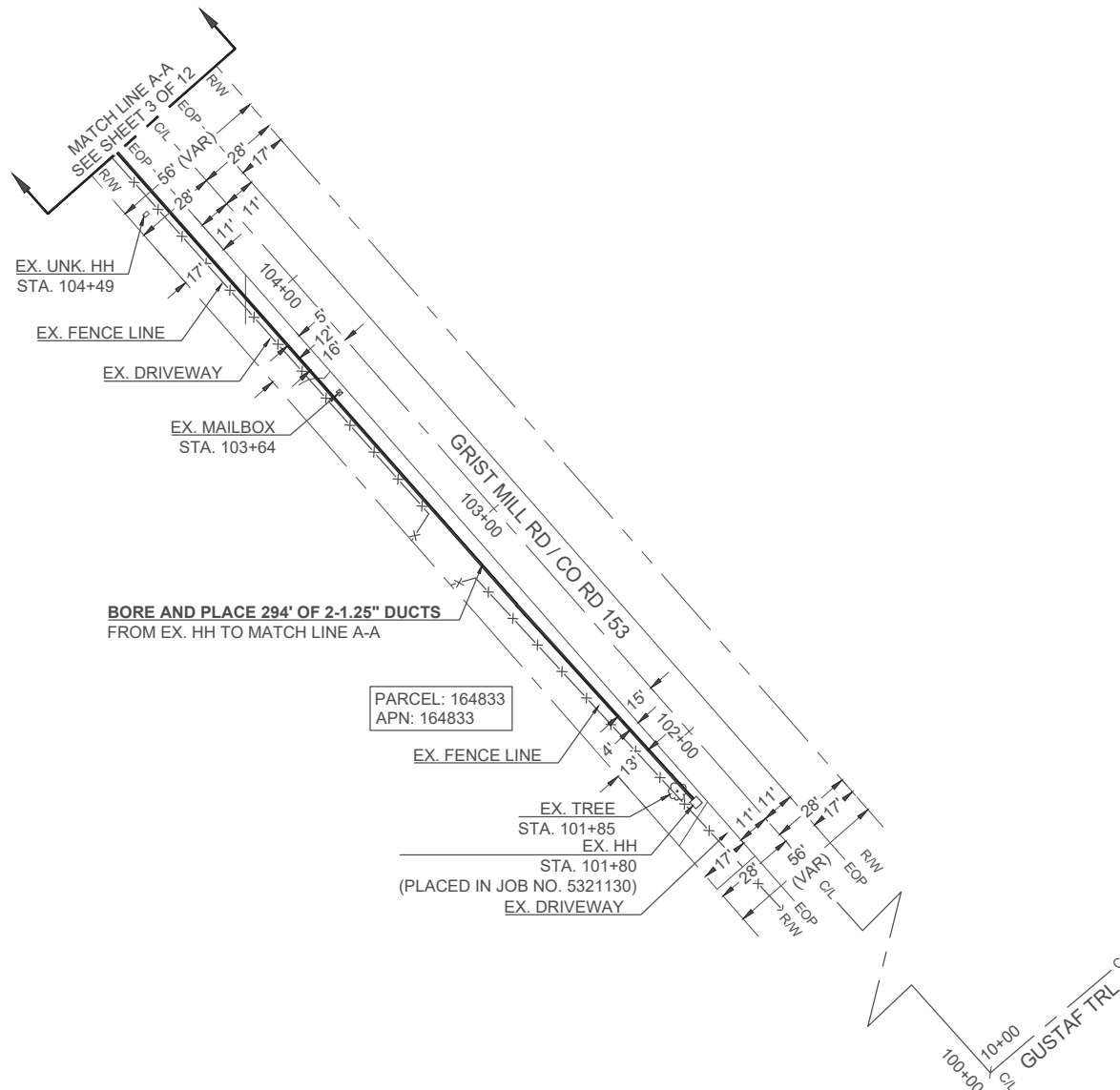
LEGEND	
	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

Frontier
COMMUNICATIONS

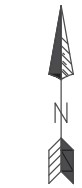
JOB ID: 5321241 | DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST
STREET ADDRESS: 100 N NANCE ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849
FTR INSPECTOR: JAMES WEST (972)-578-3224

PLANS PREPARED BY: **CHC**
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006
DRAWN BY: CHC CONSULTING
EST. #:
SHEET#: 1 OF 12

-HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
-ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
-FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.



**Know what's below.
Call before you dig.**



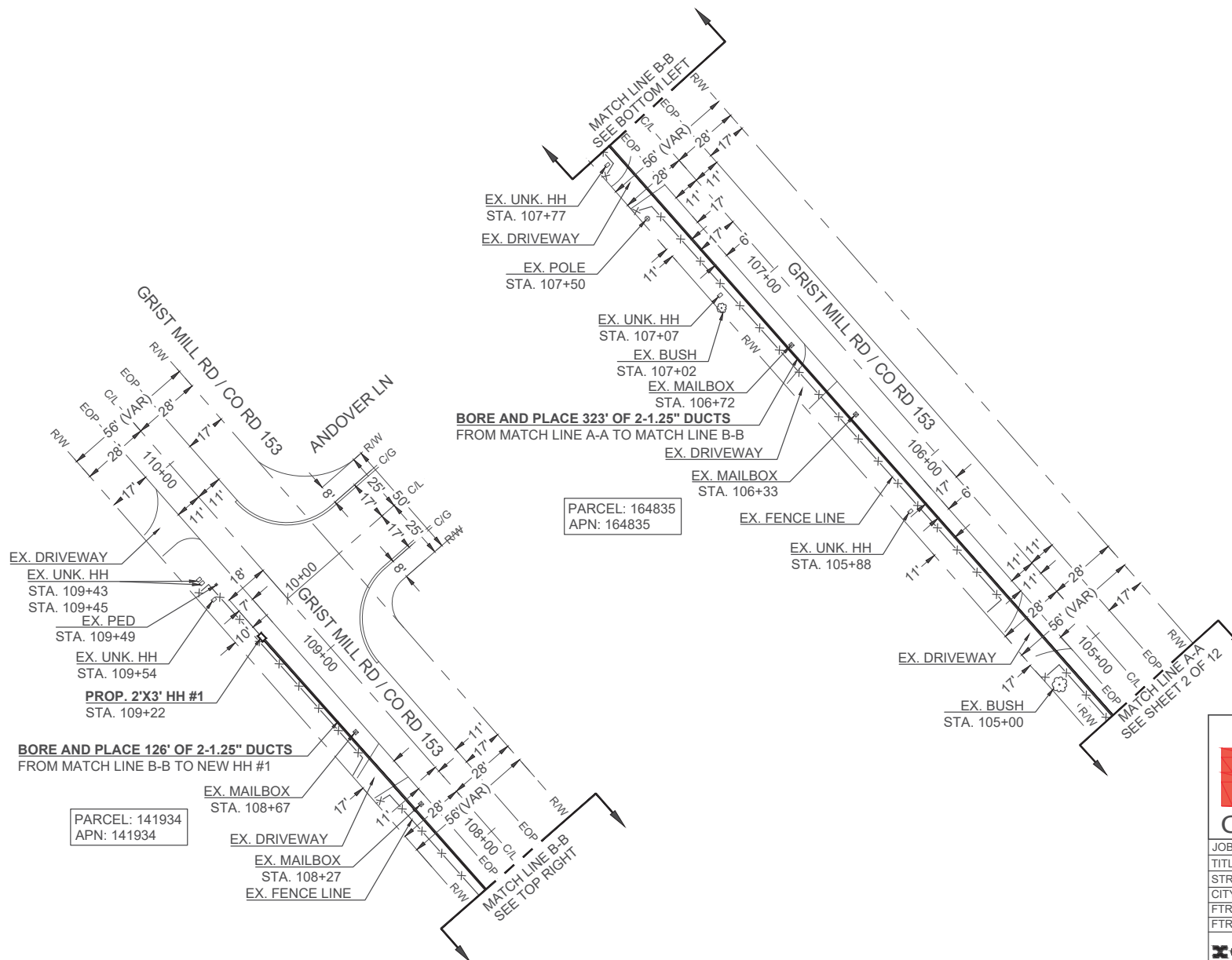
SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5321241	DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	

CHC <small>A CONGRUE COMPANY</small> 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	PLANS PREPARED BY: CHC CONSULTING DRAWN BY: CHC CONSULTING EST. #: SHEET#:
---	---

2 OF 12



Frontier
COMMUNICATIONS

JOB ID: 5321241 DATE: 12/23/2022

TITLE: CO - 100 N NANCE ST

STREET ADDRESS: 100 N NANCE ST

CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)

FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849

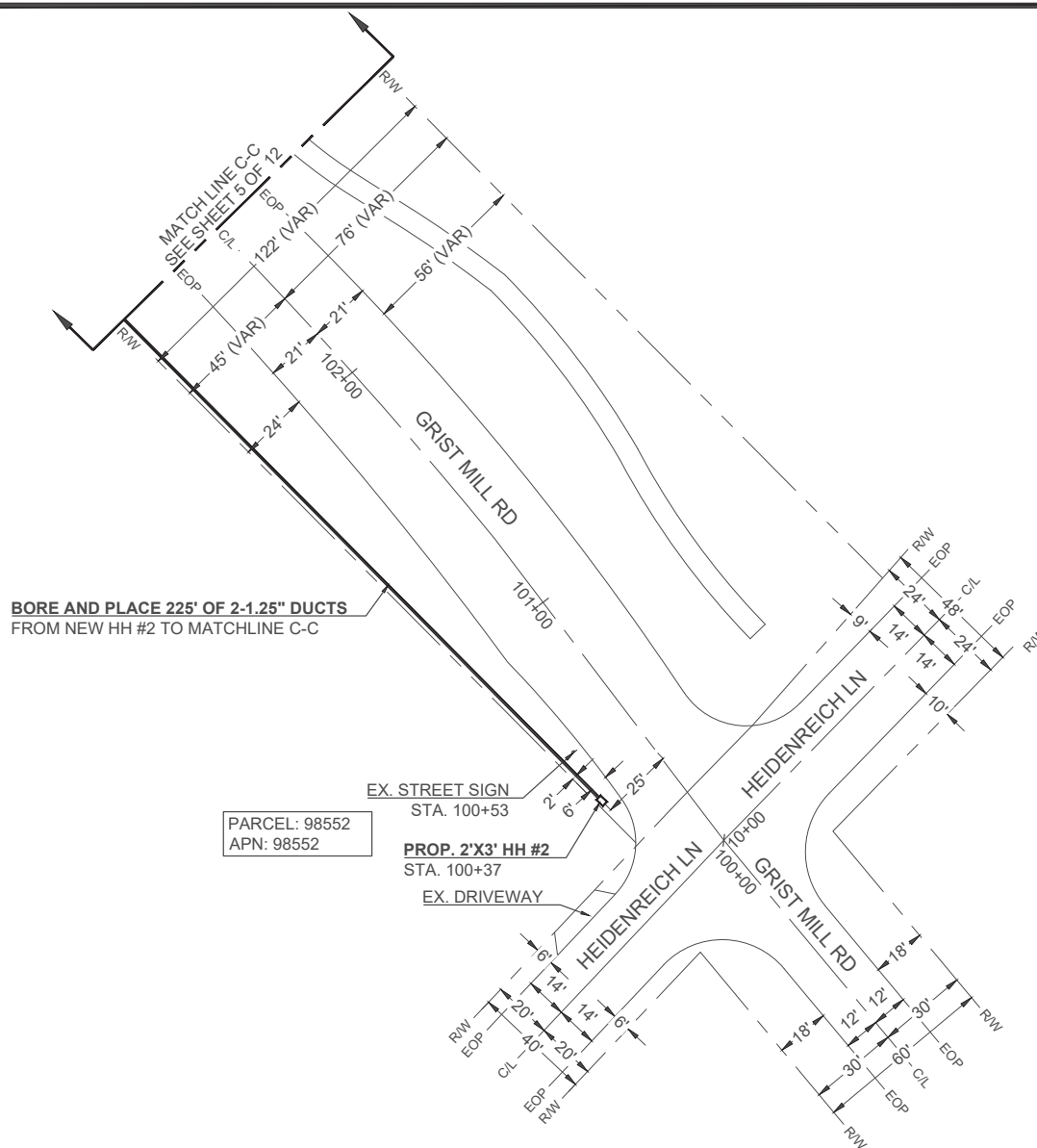
FTR INSPECTOR: JAMES WEST (972)-578-3224

PLANS PREPARED BY: CHC CONSULTING

DRAWN BY: CHC CONSULTING

EST. #: SHEET#: 3 OF 12

CHC
A CONGRUENT COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006



Know what's below.
Call before you dig.



SCALE: 1"=40'

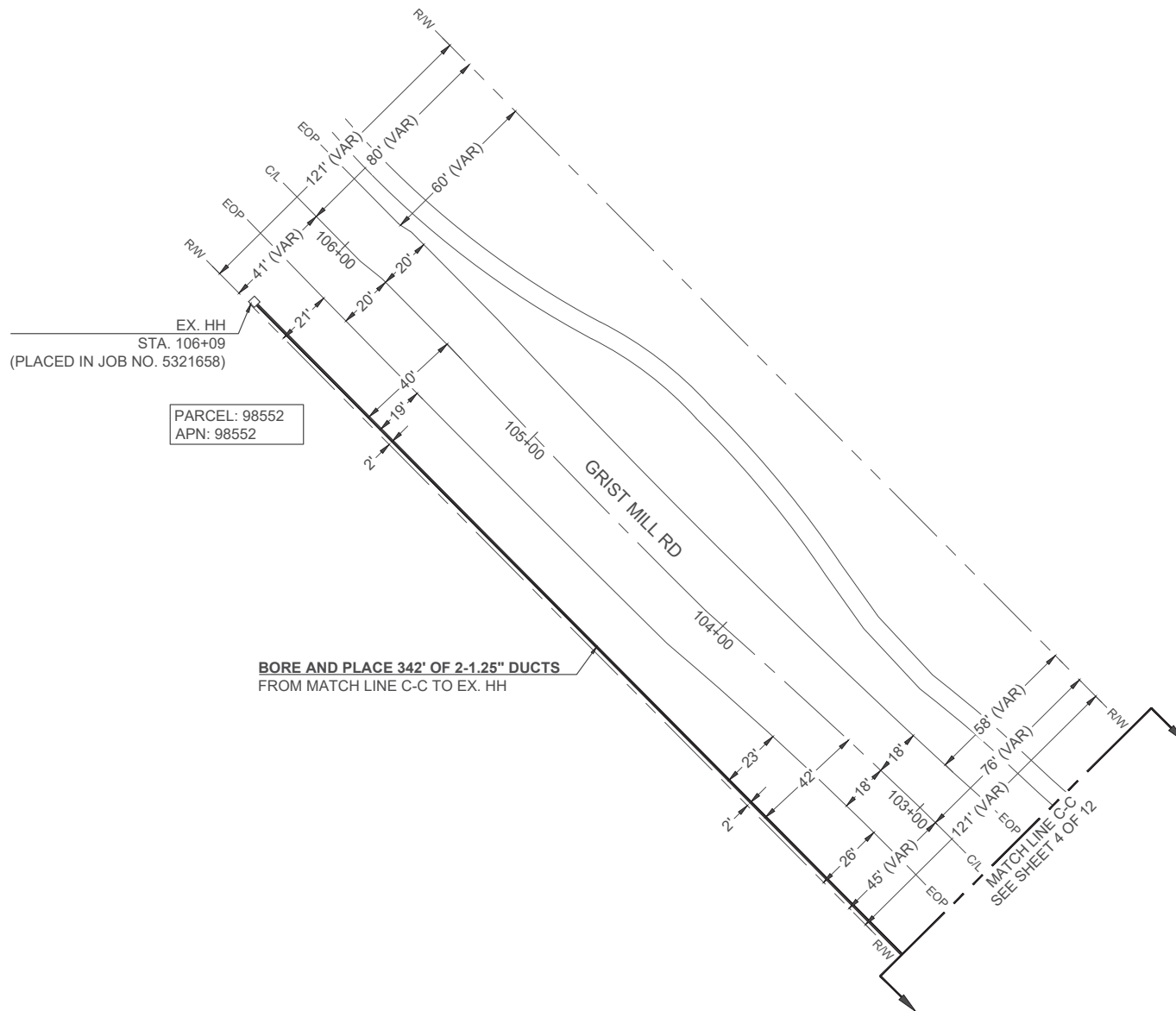
Frontier
COMMUNICATIONS

JOB ID: 5321241	DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr., Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

DRAWN BY:
CHC CONSULTING
EST. #:

SHEET#: 4 OF 12



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

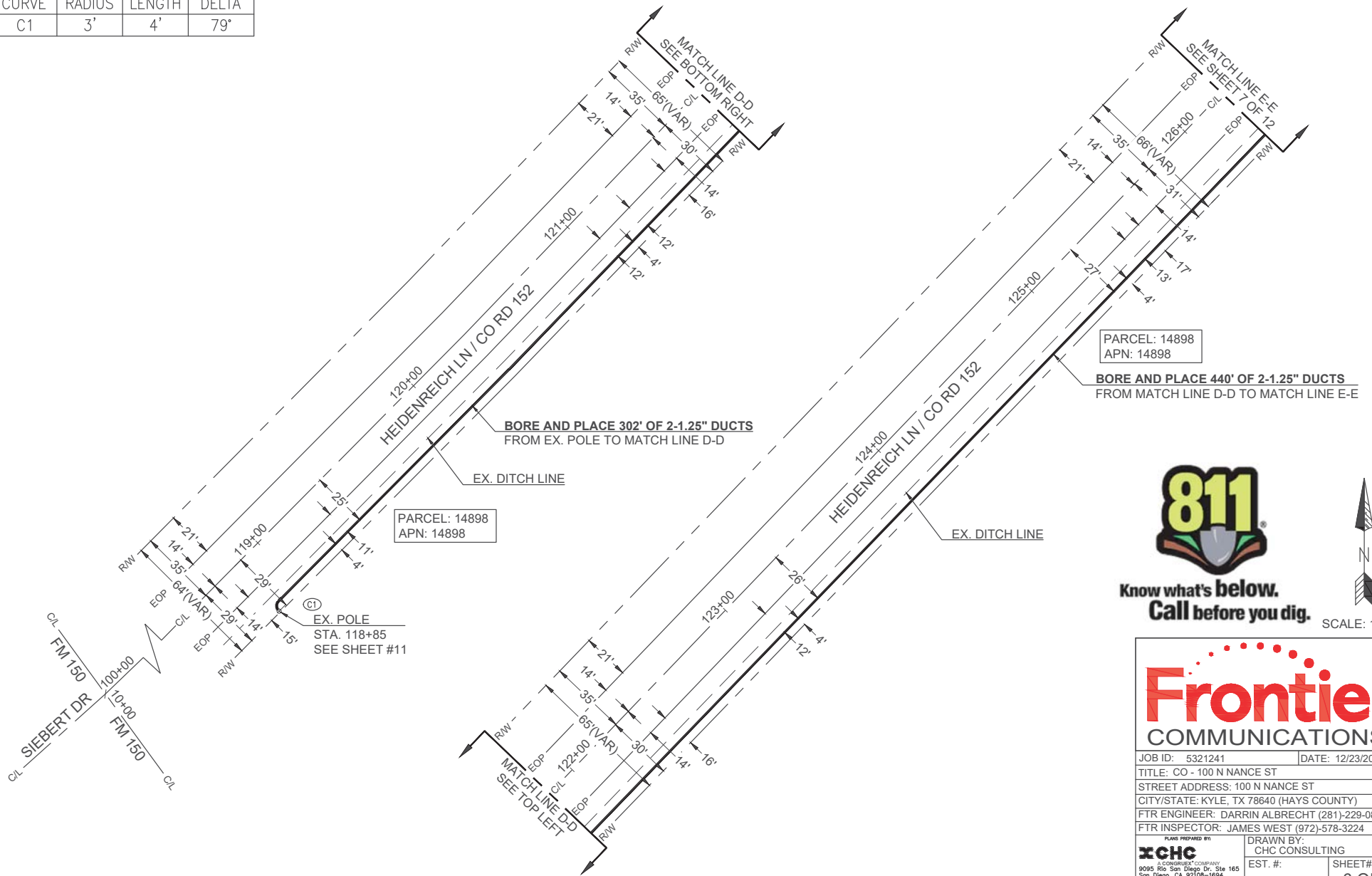
JOB ID: 5321241 | DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST
STREET ADDRESS: 100 N NANCE ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849
FTR INSPECTOR: JAMES WEST (972)-578-3224

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr., Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

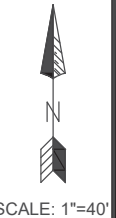
DRAWN BY:
CHC CONSULTING
EST. #:

SHEET#: 5 OF 12

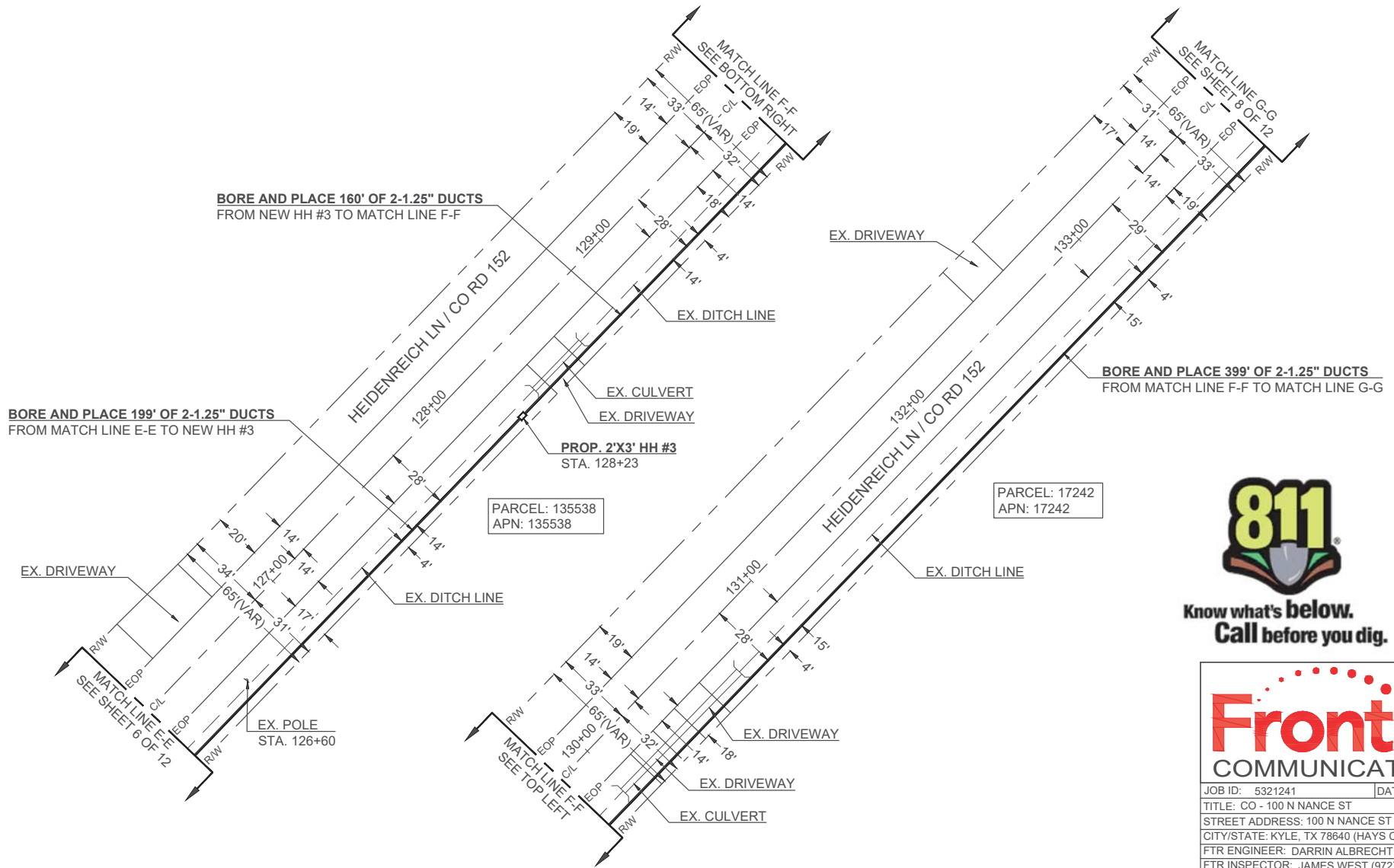
CURVE	RADIUS	LENGTH	DELTA
C1	3'	4'	79°



Know what's below.
Call before you dig.



Frontier COMMUNICATIONS	
JOB ID: 5321241	DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
PLANS PREPARED BY: CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr., Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 6 OF 12



Know what's below.
Call before you dig.

SCALE: 1"=40'



Frontier
COMMUNICATIONS

JOB ID: 5321241 DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST
STREET ADDRESS: 100 N NANCE ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849
FTR INSPECTOR: JAMES WEST (972)-578-3224

PLANS PREPARED BY: CHC CONSULTING
DRAWN BY: CHC CONSULTING
EST. #: SHEET#: 7 OF 12

CHC
A CONGRUE COMPANY
9095 Rio San Diego Dr., Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006



**What's below.
Call before you dig.**

BORE AND PLACE 268' OF 2-1.25" DUCTS FROM EX. POLE TO MATCH LINE I-I

HEIDENREICH LN / CO RD 152

EX. STREET SIGN STA. 142+47
EX. POLE STA. 142+49
EX. POLE STA. 142+46
EX. ANCHOR STA. 142+22
EX. ANCHOR STA. 142+18
EX. POLE STA. 142+03

EX. BRIDGE RAILING

EX. DITCH LINE

EX. STREET SIGN STA. 141+36

PARCEL: 17242 APN: 17242

EX. POLE STA. 140+59 SEE SHEET #11

EX. BRIDGE RAILING

CL FM 150
SIEBERT DR
CL

MATCH LINE I-I SEE TOP LEFT

BORE AND PLACE 409' OF 2-1.25" DUCTS FROM MATCH LINE I-I TO MATCH LINE J-J

HEIDENREICH LN / CO RD 152

EX. CULVERT
EX. DRIVEWAY

PARCEL: 60189 APN: 60189

EX. DITCH LINE

EX. POLE STA. 144+43
EX. POLE STA. 144+40

MATCH LINE J-J SEE SHEET 10 OF 12

Frontier COMMUNICATIONS

JOB ID: 5321241 DATE: 12/1/2023
TITLE: CO - 100 N NANCE ST
STREET ADDRESS: 100 N NANCE ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-
FTR INSPECTOR: JAMES WEST (972)-578-3
DRAWN BY: CHC CONSULTING
EOT: 12/1/2023



SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5321241	DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	

PLANS PREPARED BY:

XCHE

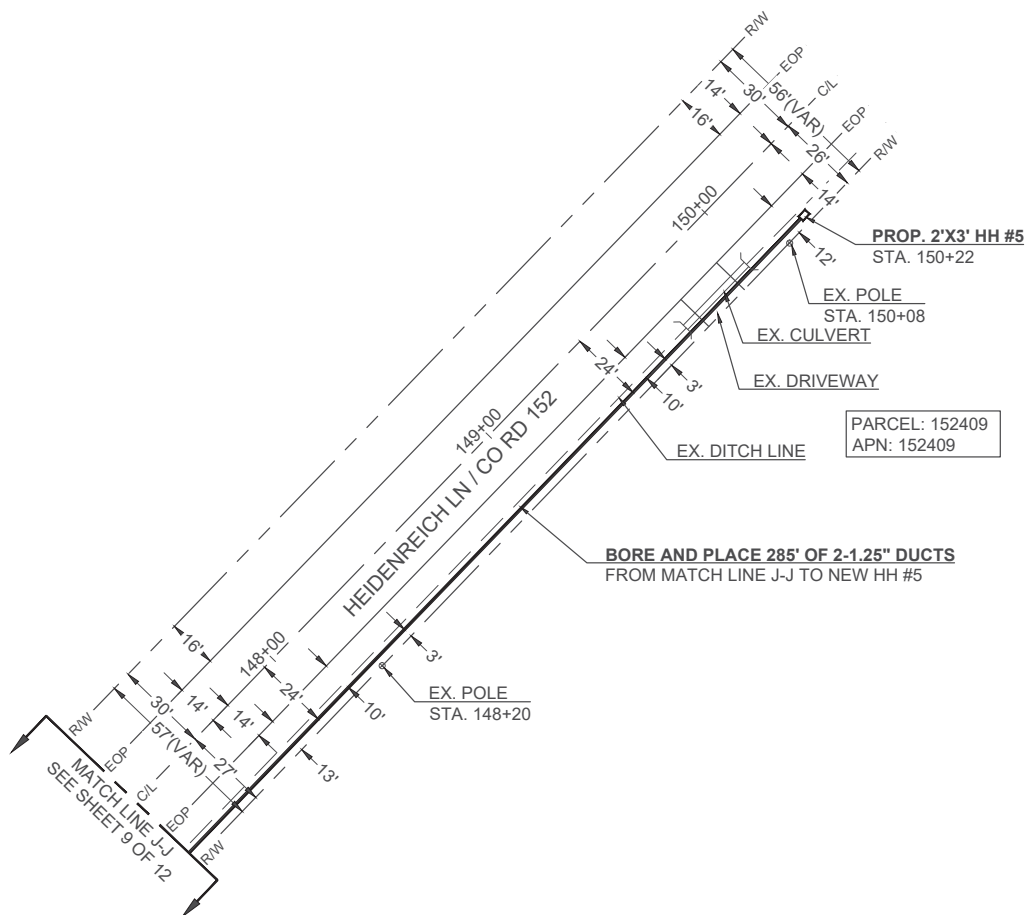
A CONGRUEX* COMPANY

9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

DRAWN BY:	CHC CONSULTING
-----------	----------------

EST. #:	SHEET#:
---------	---------

9 OF 12



Know what's below.
Call before you dig.

SCALE: 1"=40'



Frontier
COMMUNICATIONS

JOB ID: 5321241 DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST
STREET ADDRESS: 100 N NANCE ST
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849
FTR INSPECTOR: JAMES WEST (972)-578-3224

PLANS PREPARED BY:
CHC
A CONGRUE COMPANY
9095 Rio San Diego Dr., Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

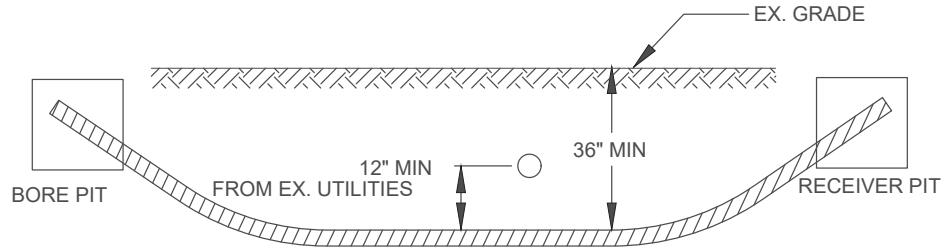
DRAWN BY:
CHC CONSULTING

EST. #:

SHEET#:

10 OF 12

MINIMUM STANDARDS FOR DIRECTIONAL BORING



- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

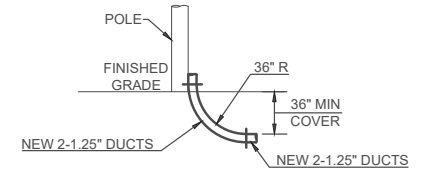
PLAN VIEW

EX. POLE
STA. 118+85
SEE SHEET #6



PL NEW 2-1.25" DUCTS
W/ MIN. 36" SWEEP

ELEVATION



TYPICAL BORE DETAIL

TYPICAL RISER DETAIL

SCALE
N.T.S. 2

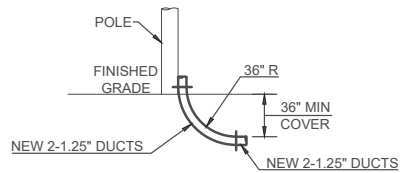
PLAN VIEW

EX. POLE
STA. 139+23
SEE SHEET #8



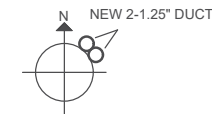
PL NEW 2-1.25" DUCTS
W/ MIN. 36" SWEEP

ELEVATION



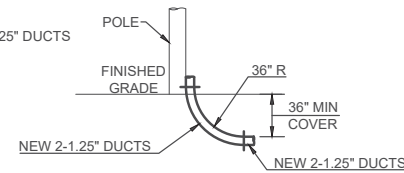
PLAN VIEW

EX. POLE
STA. 140+59
SEE SHEET #9



PL NEW 2-1.25" DUCTS
W/ MIN. 36" SWEEP

ELEVATION



TYPICAL RISER DETAIL

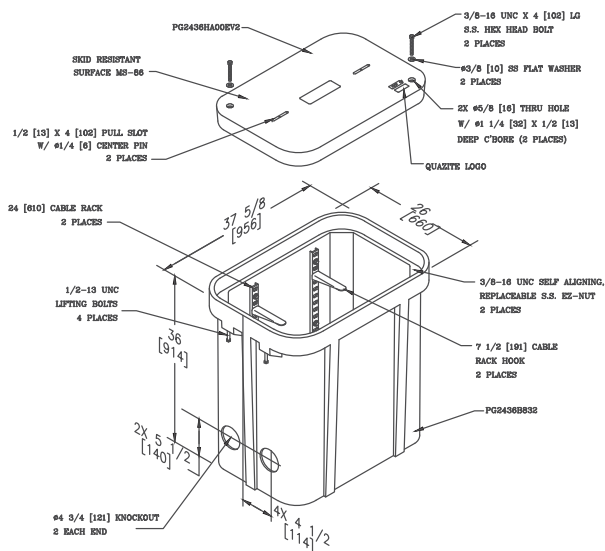
SCALE
N.T.S. 3

TYPICAL RISER DETAIL

SCALE
N.T.S. 4

Frontier
COMMUNICATIONS

JOB ID: 5321241	DATE: 12/23/2022
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
PLANS PREPARED BY: CHC A CONGRUE COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 11 OF 12



2' X 3' HAND HOLE

SCALE	5
N.T.S.	

JOB ID: 5321241 DATE: 12/23/2022	
TITLE: CO - 100 N NANCE ST	
STREET ADDRESS: 100 N NANCE ST	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: DARRIN ALBRECHT (281)-229-0849	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
PLANS PREPARED BY: CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	12 OF 12



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/28/2024 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Lane Austin TX
Phone:
Contact Name: Darryl Brown

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-7553-UTL
Type of Utility Service: coax cable
Project Description:
Road Name(s): Deer Ridge Rd, Oak Tree Trail
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

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

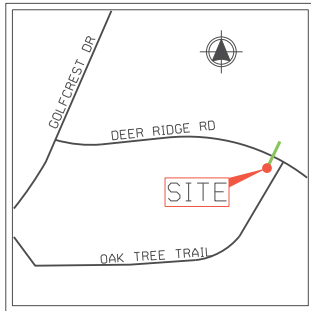
A handwritten signature in black ink, appearing to read "Mark Bell".

03/07/2024

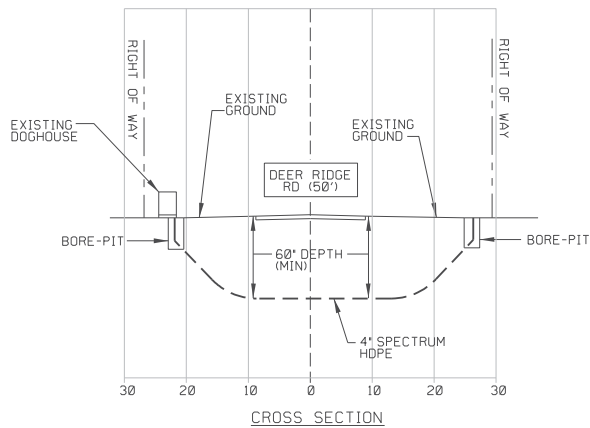
Signature

Title

Date



LOCATION MAP
NTS



CROSS SECTION



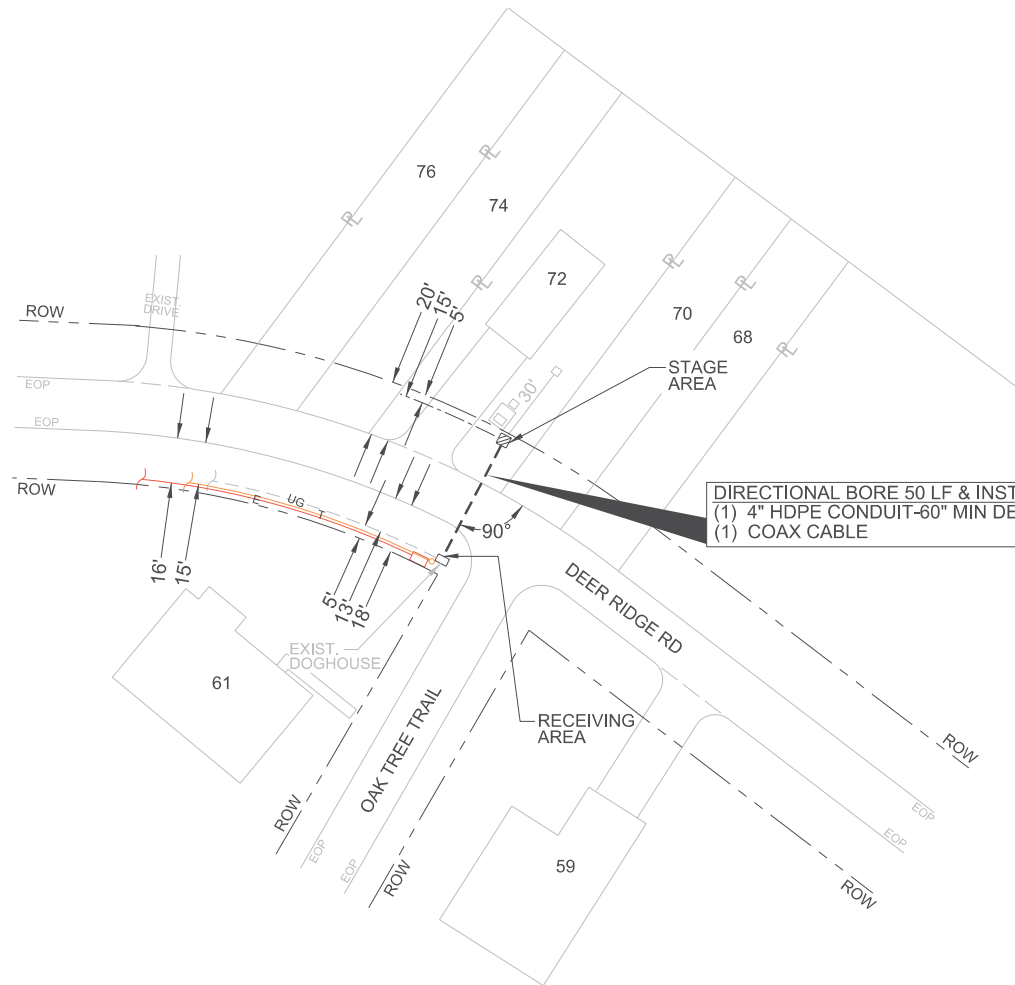
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL: 1-800-344-8377

NO FACILITIES OF DEER RIDGE RD WERE
MARKED IN FIELD. LOCATES WERE NOT
MARKED.

NOTE:
CONTRACTOR WILL MAINTAIN 24\"/>

NOTE:

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.



DIRECTIONAL BORE 50 LF & INSTALL:
(1) 4" HDPE CONDUIT-60" MIN DEPTH
(1) COAX CABLE



PROJECT		SV ALDERMAN, EDWARD	
LOCATION		72 DEER RIDGE RD	
DRAWN	DATE	SCALE	APPLICATION
TXUE	02-06-2024	NTS	UG DESIGN
PROJECT NO.	CITY	PAGE	APPROVED BY:
5071506	WIMBERLEY, TX	1 OF 1	JONATHAN SKINNER

● NEW POLE	— W — WATER UTILITY	— SS — SANITARY SEWER UTIL.	⌵ DOWN GUY & ANCHOR
○ PROPOSED CATV POLE	— G — NATURAL GAS UTILITY	— STO — STORMSEWER LINE	⌵ SIDEWALK GUY & ANC.
⊗ CONCRETE POLE	— GR — GRANDE UTILITY	— UG — UNDERGROUND	— NEW BUILD
⊗ STEEL POLE	— T — TELEPHONE UTILITY	— ROW — RIGHT OF WAY LINE	— OVERLASH
⊗ TRANSFORMER POLE	— E — ELECTRIC UTILITY	— EOP — EDGE OF PAVEMENT	— NEW UG TRENCH
⊗ POWER POLE		— — — EXISTING CURB	— — — NEW UG BORE

REVISIONS	
DATE	COMMENTS
	RJH





Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the County Judge to execute Amendment No. 1 to the Interlocal Agreement between Hays County and the City of Buda relating to the RM 967 Maintenance project. **SMITH/BORCHERDING**

Summary

On December 19, 2022, Hays County and the City of Buda entered an Interlocal Agreement (ILA) relating to the RM 967 Maintenance project. The ILA memorialized the roles and responsibilities of Hays County and the City of Buda regarding the design and construction of Culvert No. 1, for which the City was responsible for 100% of the costs. Since the execution of the ILA, the Texas Department of Transportation (TxDOT) identified the need for a traffic signal at RM 967 and Robert S. Light Boulevard, which was added to the TxDOT construction project via a Change Order. Per the agreement with TxDOT, the County is responsible for 100% of the design costs and 50% of the construction costs for the traffic signal. The City of Buda has agreed to pay 50% of the County's cost responsibility for both design and construction costs for the traffic signal, for a estimated total cost responsibility for the traffic signal of \$124,732.05, in addition to the estimated Culvert No. 1 cost participation responsibility of \$144,120.00. The ILA Amendment No. 1 memorializes this cost share agreement between the County and City regarding the traffic signal.

Attachments

RM 967 ILA Amendment No. 1

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT
BETWEEN HAYS COUNTY AND CITY OF BUDA
RELATED TO THE RM 967 MAINTENANCE PROJECT

This First Amendment to the Interlocal Agreement related to the RM 967 Maintenance Project ("Amendment") is entered into by and between City of Buda, Texas ("City") and Hays County, Texas ("County"), parties to the Interlocal Agreement related to the RM 967 Maintenance Project executed on or about December 19, 2022 ("Agreement"). By execution of this Amendment, the parties agree that the Agreement shall be amended effective August 1, 2023.

City and County now desire to amend the terms of the Agreement as more particularly set forth below:

1. ARTICLE II. COUNTY OBLIGATIONS, Sections 2.01, 2.02 and 2.03 are amended as follows:

2.01 Design Costs. The County shall be responsible for contracting with the firm of BGE, Inc. ("Design Firm") regarding the engineering and design costs for the Project. The County will incorporate the design prepared by the City of a cross culvert under RM 967 at Goforth Road (the "Culvert #1") into the Project plans. Culvert #1 is shown on Exhibit B, RM 967 Culvert #1 Layout. The County shall be responsible for 100% of the roadway design costs, which are estimated to be \$995,802.81. Additionally, the County shall be responsible for contracting with the Design Firm regarding the engineering for a traffic signal to be located at RM 967 and Robert S. Light Boulevard. The traffic signal design costs are estimated to be \$52,848.55. The County will be responsible for 50% of the design costs for the traffic signal, estimated at \$26,424.28.

2.02 Construction Costs. The County shall be responsible for 50% of the costs associated with the construction of the Project and the Texas Department of Transportation (TxDOT) shall be responsible for 50% of the costs associated with the construction of the Project, per the Advanced Funding Agreement approved on November 10, 2021. The estimated construction cost is \$5,271,408.60. The County will also fund the costs associated with the Culvert #1, estimated to be \$144,120.00, as shown on Exhibit C, RM 967 Culvert #1 Cost Estimate, and to be reimbursed by the City. Construction of Culvert #1 will be accomplished as part of the construction of the Project. Additionally, the County has agreed with the Texas Department of Transportation to be responsible for 50% of the cost for the traffic signal to be located at RM 967 and Robert S. Light Boulevard. The construction cost for the traffic signal as provided by TxDOT is \$393,231.12; therefore, the County's cost responsibility for the traffic signal is \$196,615.56. Of that amount, the City will be responsible for 50% of the County's cost responsibility, or \$98,307.78.

2.03 Construction Plans. The County will approve the plans and specifications related to the Project, including the Culvert #1 and traffic signal designs.

2. ARTICLE III. CITY OBLIGATIONS, Sections 3.01 and 3.02 are amended as follows:

3.01 Design. As stated above, the County shall contract with the Design Firm and be responsible for the payment of all Design Firm invoices. However, the City shall be responsible for the design of the Culvert #1 and provide the County with the Culvert #1 design which will be incorporated into the Project plans. The City will submit plans for Culvert #1 to the County for review. Additionally, the City shall be responsible for 50% of design costs of a traffic signal to be located at RM 967 and Robert S. Light Boulevard. The estimated design costs for the

traffic signal are \$52,848.55; therefore, the City's estimated cost responsibility for the design of the traffic signal is \$26,424.27. The County will invoice the City for the City's estimated design cost responsibility. The City shall provide funds to the County for any invoiced amount within thirty (30) calendar days after receipt of the invoice. At the completion of the project, the County will submit a reconciliation invoice.

3.02 Construction Reimbursements. The City shall pay the County for the construction of the Culvert #1, estimated to be \$144,120.00 ("City Participation Amount") as its cost to participate in the construction of the Project. The City shall provide funds for the full City Participation Amount no later than thirty (30) days upon receipt of the invoice provided by the County after the opening of construction bids for the Project by the Texas Department of Transportation. The City shall also be responsible for 50% of the County's cost responsibilities for the construction of a traffic signal to be located at RM 967 and Robert S. Light Boulevard. The traffic signal will be constructed via a change order. The change order value of the traffic signal construction is \$393,231.12. The County's cost responsibility with TxDOT is 50% of the cost of the traffic signal, or \$196,615.56; therefore, the City's cost responsibility for the traffic signal is \$98,307.78 ("City Participation Amount"). The County will invoice the City for the City's construction cost responsibility. The City shall provide funds to the County for any invoiced amount within thirty (30) calendar days after receipt of the invoice. At the completion of the project, the County will submit a reconciliation invoice for construction costs associated with Culvert 1 and traffic signal.

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF BUDA, TEXAS

HAYS COUNTY, TEXAS



Micah Grau, City Manager

DATE: Feb 28, 2024

ATTEST:


Alicia Ramirez, City Clerk

Ruben Becerra, County Judge

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 3 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Kimley Horn & Associates, Inc. for the FM 2001 (Graef Road to Southeast of SH 21 + West of Graef Road to North of Satterwhite Road) project in precinct 1, as part of the 2016 Road Bond Program. **INGALSBE/BORCHERDING**

Summary:

The Contract Amendment increases the contract compensation cap by \$10,000.00 from \$1,298,000.00 to \$1,308,000.00. This will allow for the execution of Supplemental #7 to Work Authorization #1 which authorizes FM 2001 Gap Section subsurface utility engineering and utility coordination pursuant to RFQ 2016-P02 Professional Engineering Services.

Fiscal Impact:

Amount Requested: \$10,000.00

Line Item Number: 035-802-96-644.5621_400

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: Request for Qualification (RFQ) 2016-P02 Professional Engineering Services

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

FM2001East(Graef)-KHA-Amendment03

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
FM 2001 (Graef Road to Southeast of SH 21) PS&E (“Project”)**

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associated, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,298,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,298,000 to \$1,308,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Brian Boecker
Printed Name

Principal
Title

2/26/2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
3/5/2024



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 1 in the amount of \$150,000.00 to the Professional Services Agreement between Hays County and Quiddity Engineering, LLC for the Centerpoint Road project in precinct 3, as part of the 2016 Road Bond Program and amend the budget accordingly. **SHELL/BORCHERDING**

Summary:

The Contract Amendment increases the contract compensation cap by \$150,000.00 from \$700,000.00 to \$850,000.00. This will allow for the execution of Work Authorization #2 which authorizes engineering services needed to update and revise the schematic and PER documents to account for a four-lane railroad overpass and intersection improvements at IH-35 and FM 2349 (Hunter Road). The Amendment also updates Quiddity's Exhibit D - Rate Schedule utilizing the CPI rate adjustment language from the master contract pursuant to RFQ 2026-P13.

Fiscal Impact:

Amount Requested: \$150,000.00

Line Item Number: 035-803-96-773.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$150,000 - Increase Engineering_Operating 035-803-96-773.5621_400

(\$150,000) - Decrease General Construction 035-800.96.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Qualifications (RFQ) 2026-P13 Professional Engineering Services

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

CenterpointRd-Quiddity-PSAAmendment01

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
Centerpoint Road (I-35 to FM2439/Hunter Road) (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and **Quiddity Engineering, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective **December 10, 2019** (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$700,000**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:


- I. The Compensation Cap under Article 5 of the Contract is hereby increased from **\$700,000** to **\$850,000**.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:


Quiddity Engineering, LLC

By: 
Signature

J. Kent O'Brien
Printed Name

Vice President
Title

February 20, 2024
Date

Attest: 
Signature

Nicolas C. Garcia
Printed Name

February 20, 2024
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

Date


3/6/2024

Hays County 2016 Road Bond Program**CPI ADJUSTMENT CALCULATION**

BASE (1982-84) = 100	100
December 2019	247.289 consumerpriceindex south
January 2024	300.421 consumerpriceindex south
DELTA	21.49%

Quiddity Engineering Centerpoint Road		
	RATE SCHEDULE IN PSA EXHIBIT D	PROPOSED RATE (per hour)
Practice Leader	\$ 250.00	\$ 303.71
Professional Engineer V	\$ 230.00	\$ 279.42
Professional Engineer IV	\$ 215.00	\$ 261.19
Professional Engineer III	\$ 185.00	\$ 224.75
Professional Engineer II	\$ 160.00	\$ 194.38
Professional Engineer I	\$ 140.00	\$ 170.08
Design Engineer I	\$ 100.00	\$ 121.49
Design Engineer II	\$ 120.00	\$ 145.78
CAD Operator I	\$ 55.00	\$ 66.82
CAD Operator II	\$ 75.00	\$ 91.11
CAD Operator III	\$ 95.00	\$ 115.41
Designer I	\$ 95.00	\$ 115.41
Designer II	\$ 115.00	\$ 139.71
Designer III	\$ 135.00	\$ 164.01
GIS Operator I	\$ 80.00	\$ 97.19
GIS Operator II	\$ 105.00	\$ 127.56
GIS Operator III	\$ 140.00	\$ 170.08
Electrical Design Engineer I	\$ 110.00	\$ 133.63
Electrical Design Engineer II	\$ 130.00	\$ 157.93
Electrical Professional Engineer I	\$ 155.00	\$ 188.30
Electrical Professional Engineer II	\$ 170.00	\$ 206.53
Electrical Professional Engineer III	\$ 190.00	\$ 230.82
Electrical Professional Engineer IV	\$ 225.00	\$ 273.34
Electrical Professional Engineer V	\$ 240.00	\$ 291.57
Engineer's Assistant I	\$ 60.00	\$ 72.89
Engineer's Assistant II	\$ 75.00	\$ 91.11
Engineer's Assistant III	\$ 85.00	\$ 103.26
Admin I	\$ 55.00	\$ 66.82
Admin II	\$ 75.00	\$ 91.11
Admin III	\$ 100.00	\$ 121.49
Assistant Controller / Chief Accountant	\$ 110.00	\$ 133.63
Corporate / Project Acct. I	\$ 75.00	\$ 91.11
Corporate / Project Acct. II	\$ 90.00	\$ 109.34
Survey Manager	\$ 185.00	\$ 224.75
Registered Professional Land Surveyor	\$ 160.00	\$ 194.38

Exhibit D

Project Surveyor I	\$ 75.00	\$ 91.11
Project Surveyor II	\$ 85.00	\$ 103.26
Project Surveyor III	\$ 100.00	\$ 121.49
Project Surveyor IV	\$ 115.00	\$ 139.71
Survey Technician I	\$ 65.00	\$ 78.97
Survey Technician II	\$ 80.00	\$ 97.19
Survey Technician III	\$ 100.00	\$ 121.49
1-Person Field Crew	\$ 125.00	\$ 151.86
2-Person Field Crew	\$ 170.00	\$ 206.53
3-Person Field Crew	\$ 205.00	\$ 249.05
4-Person Field Crew	\$ 235.00	\$ 285.49
Chief of Survey Crews	\$ 100.00	\$ 121.49
Scanner Equipment	\$ 100.00	\$ 121.49
Project Representative I	\$ 60.00	\$ 72.89
Project Representative II	\$ 85.00	\$ 103.26
Project Representative III	\$ 105.00	\$ 127.56
Project Representative I - Treatment Facilities	\$ 85.00	\$ 103.26
Project Representative II - Treatment Facilities	\$ 110.00	\$ 133.63
Project Representative III - Treatment Facilities	\$ 135.00	\$ 164.01
Construction Manager - I	\$ 100.00	\$ 121.49
Construction Manager - II	\$ 120.00	\$ 145.78
Construction Manager - III	\$ 140.00	\$ 170.08
Construction Manager - IV	\$ 160.00	\$ 194.38
Construction Manager - V	\$ 185.00	\$ 224.75
Software Engineer I	\$ 120.00	\$ 145.78
Software Engineer II	\$ 185.00	\$ 224.75
Software Engineer III	\$ 230.00	\$ 279.42
Planner I	\$ 90.00	\$ 109.34
Planner II	\$ 120.00	\$ 145.78
Planner III	\$ 150.00	\$ 182.23
Sub-Consultant - Raba Kistner Inc.		
Project Manager	\$ 172.00	\$ 208.96
Senior Geologist	\$ 172.00	\$ 208.96
Senior PM NEPA/NR	\$ 138.00	\$ 167.65
Env. Planner	\$ 98.00	\$ 119.06
Env. Geologist	\$ 90.00	\$ 109.34
PI Arch	\$ 108.00	\$ 131.20
Env. Scientist	\$ 85.00	\$ 103.26
Project Arch.	\$ 105.00	\$ 127.56
GIS Analyst	\$ 95.00	\$ 115.41
Business Manager	\$ 80.00	\$ 97.19
Clerical / Technical Editor	\$ 66.00	\$ 80.18
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

EXHIBIT D

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement Amendment #1 between Hays County and the Texas Department of Transportation relating to the Jacobs Well Road (CR 182) Improvement from 0.3 mile east of Mount Sharp Road to 0.61 miles east of Mount Sharp Road. **SHELL/BORCHERDING**

Summary:

On March 14, 2023, the Texas Department of Transportation (TxDOT) and Hays County entered an Advance Funding Agreement (AFA) for the Jacobs Well Road (CR 182) improvement. Since that time, TxDOT has identified Transportation Development Credits (TDC's) to find the County's 10% local match (\$71,080.00) for construction. Also, as part of project development, the project limits have been updated from 0.425 mile east of Mount Sharp Road to 0.6 mile east of Mount Sharp Road to 0.3 mile east of Mount Sharp Road to 0.61 mile east of Mount Sharp Road. The AFA is being amended to reflect the use of TDC's in place of the County's local match for construction and to reflect the current project limits.

Fiscal Impact:

Amount Requested: (\$71,080.00)

Line Item Number: 020-710-00-775.5621_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: Credits issued

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Jacobs Well Road (CR 182) Improvement AFA Amendment #1

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-33-098	AFA ID	Z00003429	CFDA No.	20.205
AFA CSJs	0914-33-098			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			<i>AFA Not Used For Research & Development</i>	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System Project

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **03/14/2023** to effectuate their agreement to construct horizontal realignment on CR 182 (Jacob Well Road), in Hays County Texas; and,

WHEREAS, it has become necessary to amend that contract in order to **administer 100% Highway Safety Improvement Program for this Project by utilizing the Transportation Development Credit (TDC)**; and updating the project limit; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

1. Article 3, Scope of Work, is deleted in its entirety and replaced with:
The scope of work for the Project consists of construction of horizontal realignment on CR 182 (Jacob Well Road) from 0.3 mile east of Mt. Sharp Road to 0.61 miles east of Mt. Sharp Road in Hays County, Texas as shown on Attachment A-1.
2. Attachment A Location Map Showing Project, is deleted in its entirety and replaced with Attachment A-1 Location Map Showing Project, which is attached to and made part of this Amendment. The Project Limit changed to 0.3 mile east of Mt. Sharp Road to 0.61 miles east of Mt. Sharp Road on CR 182 (Jacob Well Road)
3. Attachment B Project Budget, is deleted in its entirety and replaced with Attachment B-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project amount did not change only the Federal participation is changed from 90% to 100%. Transportation Development Credit (TDC) will be used in lieu of required local match.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-33-098	AFA ID	Z00003429	CFDA No.	20.205
AFA CSJs	0914-33-098			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			<i>AFA Not Used For Research & Development</i>	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Ruben Becerra

Typed or Printed Name

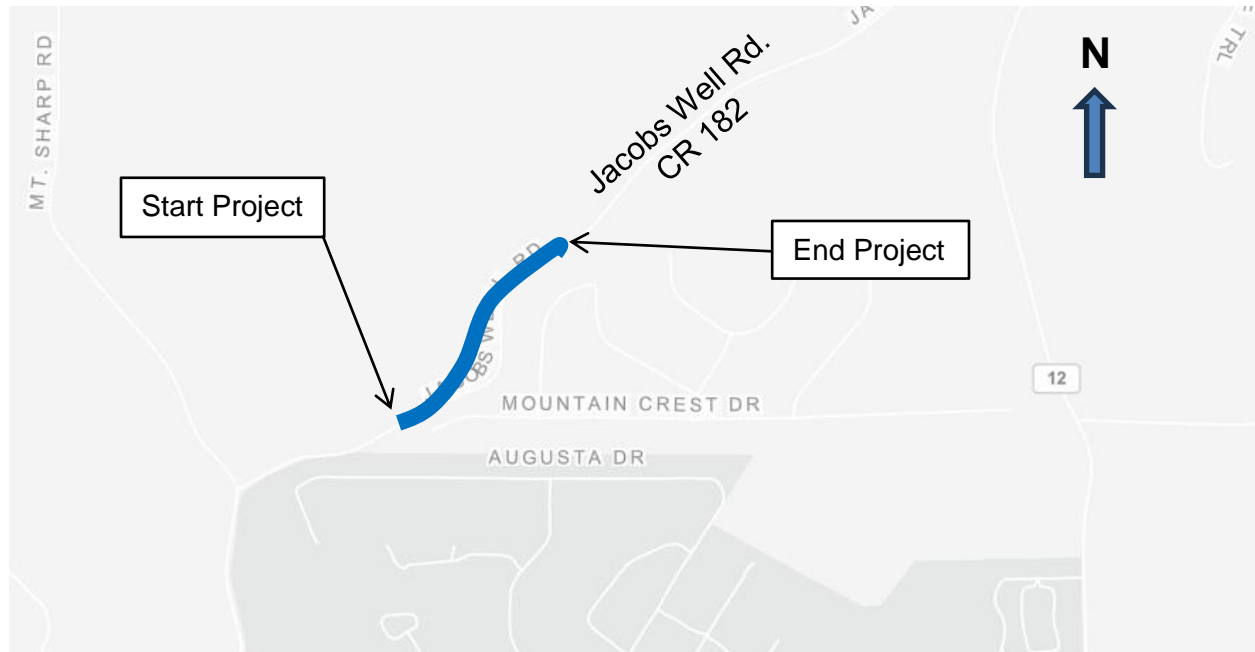
County Judge

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			AFA Not Used For Research & Development	

ATTACHMENT A-1 LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0914-33-098	AFA ID	Z00003429	CFDA No.	20.205
AFA CSJs	0914-33-098			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			AFA Not Used For Research & Development	

ATTACHMENT B-1 PROJECT BUDGET

Construction costs will be allocated **based on 100% of Federal funding** until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$710,801	100%	\$710,801	0%	\$	TDC	71,080
Subtotal	\$710,801		\$710,801		\$0	TDC	71,080
Environmental Direct State Costs	\$6,554	0%	\$0	0%	\$0	100%	\$6,554
Right of Way Direct State Costs	\$1,639	0%	\$0	0%	\$0	100%	\$1,639
Engineering Direct State Costs	\$9,831	0%	\$0	0%	\$0	100%	\$9,831
Utility Direct State Costs	\$1,639	0%	\$0	0%	\$0	100%	\$1,639
Construction Direct State Costs	\$45,878	0%	\$0	0%	\$0	100%	\$45,878
Indirect State Costs 4.77%	\$33,621	0%	\$0	100%	\$33,621	0%	\$0
TOTAL	\$809,963		\$710,801		\$33,621		\$65,541

Transportation Development Credit (TDC) in the amount of 71,080 will be used in lieu of required local match of \$71,080. Total reimbursable costs \$710,801

Initial payment by the Local Government to the State: \$19,663

Payment by the Local Government to the State before construction: \$45,878

Estimated total payment by the Local Government to the State \$65,541

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Old Stagecoach at Post Road Intersection project in Precinct 3; and authorize staff and counsel to negotiate a contract. **SHELL/BORCHARDING**

Summary

The Old Stagecoach at Post Road Intersection project, identified by the Transportation Department as a project they would like to move forward, requires land to be acquired from Union Pacific Railroad (UPRR) for the future realigned intersection to support the development of the project.

LJA Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially selection a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to approve a resolution requesting County staff to initiate a process to identify a program of transportation projects for potential funding. **INGALSBE/SHELL**

Summary

County staff is directed to compile recommendations for a program of projects for potential funding and provide recommendations to Hays County Commissioners Court by July 2, 2024.

Attachments

Resolution



A Resolution of the Hays County Commissioners Court
Supporting the Initiation of a Process to Identify a Program of
Transportation Projects for Potential Funding

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the Hays County population has grown 53 percent from 2010 to 2020, from 157,107 to 241,067 residents according to U.S Census Bureau data; and

WHEREAS, the Hays County Commissioners Court adopted the 2021 Hays County Transportation Plan Update on Tuesday, July 13, 2021, which identifies safety improvements and improvements to regional connections and mobility and helps guide planning for future growth and development; and

WHEREAS, Hays County has made progress in the implementation of the 2016 Bond Program transportation projects and has continued to identify additional priority projects based on staff technical assessment and community feedback;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

County staff is directed to initiate a process to identify a program of transportation projects for potential funding. This process should include determination of priority projects, stakeholder engagement and input, and financial analysis of funding capacity and options.

BE IT FURTHER RESOLVED:

County staff is directed to compile recommendations for a program of transportation for potential funding and provide recommendations to Hays County Commissioners Court by July 2, 2024.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____ 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
Hays County Clerk



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop at the intersection of Crosswinds Parkway and Backstays Loop. **INGALSBE/BORCHERDING**

Summary

in response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Crosswinds Parkway.

Attachments

Crosswinds 3-Way Backup

3-Way Stop

3-Way stop at intersection of Crosswinds Pkwy & Backstays Loop





Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Crosswinds Parkway and Bay Breeze Drive. **INGALSBE/BORCHERDING**

Summary

In response to a request from local residents, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Crosswinds Parkway.

Attachments

Crosswinds 4-Way Backup

4-Way Stop

4-Way stop at intersection of Crosswinds Pkwy & Bay Breeze Dr





Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Hold a public hearing with possible action to install 2 new stop signs on Dacy Lane at the intersection with McCormick Avenue. **COHEN/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to add 2 stop signs at this intersection for ease of traffic flow and safety on McCormick Avenue. (Please see attachment)

Attachments

Dacy Lane Stop Sign Backup

Dacy Lane

Stop signs request





Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800689 in the amount of \$66,811.47 for Great Hills subdivision, Section 7. **INGALSBE/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this phase was accepted recently, it was later revealed that a maintenance bond was still being held for the project due to an incorrect bond number on a previous item. This action will release the maintenance bond for the developer. .

Attachments

Great Hills 7 Maintenance Bond

Philadelphia Indemnity Insurance Company

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

Bond No. PB03016800689

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the penal sum of Sixty Six Thousand Eight Hundred Eleven and 47/100 (\$66,811.47) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with County of Hays, Texas for Great Hills Subdivision Section 7- Street, Drainage, Water and Wastewater Utility Improvements, which contract is hereinafter referred to as the "Contract."

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

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

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

SIGNED, SEALED AND DATED THIS 11th day of November, 2020.

DNT Construction, LLC
Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 
Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

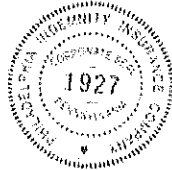
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

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

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

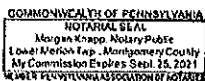
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



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

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

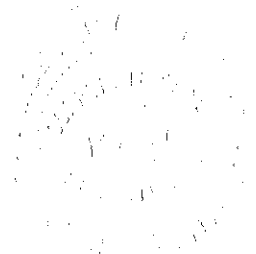
Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of November, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the subdivision bond #41420699 in the amount of \$1,028,339.75, and the acceptance of the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 2. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Spider Lily Drive (1,579 ft.), Apache Plum Drive (938 ft.), and Coralbean Drive (626 ft.).

Attachments

Plat

Subdivision Bond

BENCHMARKS:

BENCHMARK #1

MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT ITS INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13926877.7433
GRID EASTING: 2346021.0439
ELEVATION: 663.93 FEET

NAVD-88

BENCHMARK #3

MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13925753.6204
GRID EASTING: 2348696.8588
ELEVATION: 667.73 FEET

NAVD-88

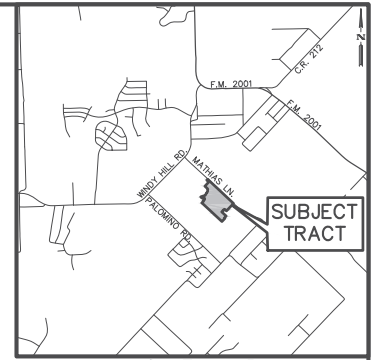
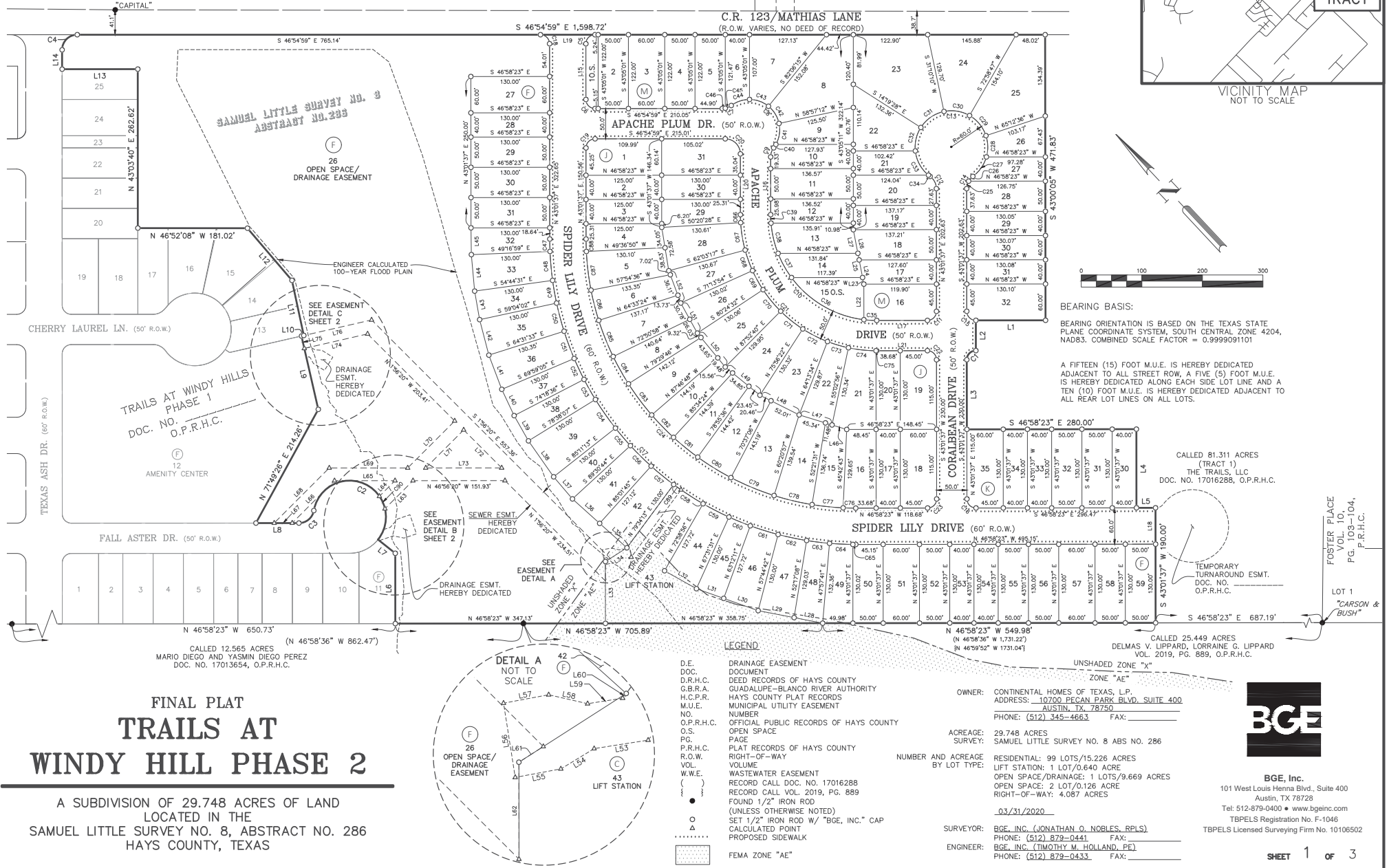
AT&T MOBILITY TEXAS, LLC
LEASE AGREEMENT
VOL. 3774, PG. 545
VOL. 3775, PG. 521
O.P.R.H.C.

CALLED 42.178 ACRES
THE TRAILS, LLC
DOC. NO. 18041165, O.P.R.H.C.

REMAINDER OF A CALLED 161.170 ACRES
(TRACT 5)
D.E. AND NOVA CRUMLEY FAMILY LIMITED PARTNERSHIP
DOC. NO. 9904912, O.P.R.H.C.

LAND USE SCHEDULE

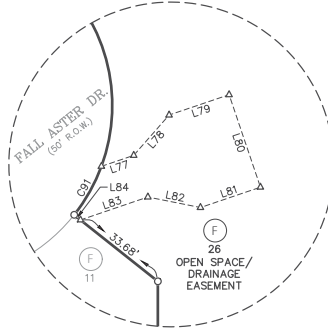
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	99	15,226 AC.
LIFT STATION	1	0.640 AC.
RIGHT-OF-WAY	-	4.087 AC.
OPEN SPACE/DRAINAGE	1	9.669 AC.
OPEN SPACE	2	0.126 AC.
TOTAL	103	29.748 AC.

VICINITY MAP
NOT TO SCALE

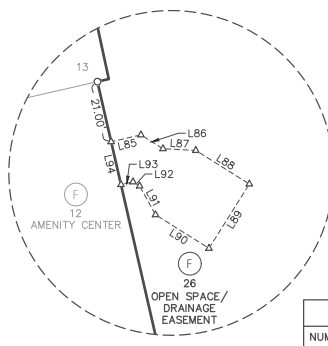
BGE, Inc.
101 West Louis Herma Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

EASEMENT DETAILS

DRAINAGE EASEMENT B
SCALE 1" = 30'



DRAINAGE EASEMENT C
SCALE 1" = 30'



STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH
SPIDER LILY DRIVE	60 FT.	1,579 FT.
APACHE PLUM DR.	50 FT.	938 FT.
CORALBEAN DR.	50 FT.	626 FT.
TOTAL LINEAR FEET		3,143 FT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 46°58'23" W	115.13'
L2	S 43°01'37" W	50.00'
L3	S 43°01'37" W	115.00'
L4	S 43°01'37" W	130.00'
L5	S 46°58'23" E	31.47'
L6	N 43°03'40" E	116.16'
L7	N 08°28'12" W	36.45'
L8	N 46°56'20" W	71.00'
L9	N 30°10'22" E	124.29'
L10	S 59°49'38" E	3.97'
L11	N 30°56'40" E	93.17'
L12	N 02°36'16" E	113.27'
L13	N 46°56'20" W	125.00'
L14	N 43°03'40" E	31.94'
L15	S 43°01'37" W	92.00'
L16	S 43°01'37" W	95.31'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	23.56'	15.00'	90°00'00"	S 88°01'37" W
C2	218.14'	60.00'	208°18'17"	N 22°37'21" W
C3	34.83'	25.00'	79°50'09"	N 86°51'25" W
C4	39.28'	25.00'	90°01'21"	N 88°04'20" E
C5	23.58'	15.00'	90°03'24"	S 88°03'19" W
C6	23.55'	15.00'	89°56'36"	S 01°56'41" E
C7	16.09'	25.00'	36°52'12"	S 65°21'05" E
C8	142.84'	50.00'	163°40'59"	N 01°56'41" W
C9	16.09'	25.00'	36°52'12"	S 61°27'43" W
C10	274.89'	175.00'	90°00'00"	S 01°58'23" E
C11	23.56'	15.00'	90°00'00"	N 88°01'37" E
C12	23.55'	25.00'	53°58'05"	N 16°02'34" E
C13	301.53'	60.00'	287°56'10"	S 46°58'23" E
C14	23.55'	25.00'	53°58'05"	S 70°00'39" W
C15	23.56'	15.00'	90°00'00"	S 01°58'23" E
C16	23.56'	15.00'	90°00'00"	S 01°58'23" E
C17	793.25'	505.00'	90°00'00"	N 01°58'23" W
C18	23.55'	15.00'	89°56'36"	N 01°56'41" W
C19	23.58'	15.00'	90°03'24"	N 88°03'19" E
C20	39.25'	25.00'	89°56'36"	S 01°56'41" E
C21	353.43'	225.00'	90°00'00"	S 01°58'23" E
C22	23.56'	15.00'	90°00'00"	S 01°58'23" E
C23	23.56'	15.00'	90°00'00"	S 88°01'37" W
C24	699.00'	445.00'	90°00'00"	N 01°58'23" W
C25	12.94'	25.00'	29°39'15"	S 57°51'14" W
C26	10.61'	25.00'	24°18'50"	S 84°50'17" W
C27	39.94'	60.00'	38°08'08"	N 77°55'38" E
C28	35.68'	60.00'	34°04'09"	N 41°49'29" E
C29	43.78'	60.00'	41°48'37"	N 03°53'06" E
C30	43.78'	60.00'	41°48'37"	N 37°55'31" W
C31	47.64'	60.00'	45°29'38"	N 81°34'39" W

LINE TABLE		
NUMBER	BEARING	DISTANCE
L17	S 46°58'23" E	83.68'
L18	S 43°01'37" W	60.00'
L19	S 46°54'59" E	90.00'
L20	S 43°01'37" W	100.35'
L21	S 46°58'23" E	83.68'
L22	N 42°59'54" E	58.71'
L23	N 32°08'20" E	11.18'
L24	N 32°08'20" E	40.73'
L25	N 32°08'20" E	40.73'
L26	S 32°08'20" W	50.92'
L27	S 32°08'20" W	39.74'
L28	N 35°54'15" W	48.08'
L29	N 35°54'15" W	60.45'
L30	N 27°21'53" W	60.40'
L31	N 27°21'53" W	47.86'
L32	N 17°35'08" W	60.39'
L33	S 43°01'37" W	102.16'
L34	N 79°33'43" W	42.11'
L35	N 04°58'15" W	60.41'
L36	N 04°58'15" W	60.41'
L37	N 02°39'02" E	47.92'
L38	N 08°05'20" E	72.57'
L39	N 13°31'39" E	47.92'
L40	N 17°51'10" E	47.92'
L41	N 22°24'50" E	60.49'
L42	N 28°32'04" E	60.49'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L43	N 33°05'44" E	47.92'
L44	N 37°59'15" E	60.48'
L45	N 42°21'31" E	44.23'
L46	S 29°53'26" E	25.36'
L47	S 29°53'26" E	56.82'
L48	S 20°16'03" E	72.47'
L49	S 07°48'19" E	73.86'
L50	S 03°38'59" W	72.45'
L51	S 14°12'42" W	56.81'
L52	S 22°42'16" W	56.86'
L53	S 55°50'36" E	18.06'
L54	S 78°15'39" E	12.87'
L55	S 57°28'11" E	15.34'
L56	S 34°09'24" W	24.82'
L57	N 57°28'11" W	15.17'
L58	N 34°00'33" W	13.20'
L59	N 55°50'36" W	11.73'
L60	S 79°34'13" W	1.94'
L61	N 79°33'43" W	9.59'
L62	S 43°01'37" W	32.03'
L63	S 88°03'40" W	65.63'
L64	N 88°03'40" E	36.53'
L65	N 46°56'20" W	99.95'
L66	S 88°03'40" W	99.00'
L67	N 46°56'20" W	29.70'
L68	N 88°03'40" E	128.69'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L69	S 46°56'20" E	129.65'
L70	N 88°03'40" E	109.73'
L71	S 88°03'40" W	88.73'
L72	N 01°56'20" W	88.73'
L73	S 46°56'20" E	125.49'
L74	N 59°49'38" W	107.22'
L75	N 30°10'22" E	21.00'
L76	S 59°49'38" E	118.83'
L77	S 65°41'31" E	11.63'
L78	N 84°21'31" E	18.29'
L79	S 65°38'29" E	21.59'
L80	S 24°21'31" W	33.28'
L81	N 65°38'29" W	21.59'
L82	N 35°38'29" W	18.28'
L83	N 65°41'31" W	24.26'
L84	N 08°28'12" W	2.77'
L85	N 59°49'38" W	10.42'
L86	N 14°49'38" W	8.87'
L87	N 43°52'54" W	11.20'
L88	N 14°49'38" W	21.54'
L89	N 75°10'22" E	25.87'
L90	S 14°49'38" E	21.54'
L91	S 14°13'39" W	11.20'
L92	S 14°49'38" E	2.66'
L93	S 59°49'38" E	4.21'
L94	S 30°10'22" W	88.73'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
26	F	418,822
27	F	7,800
28	F	5,200
29	F	6,500
30	F	6,500
31	F	6,500
32	F	5,403
33	F	7,031
34	F	5,579
35	F	7,041
36	F	7,041
37	F	5,579
38	F	5,579
39	F	8,423
40	F	5,579
41	F	6,944
42	F	6,944
43	F	27,866
44	F	6,960
45	F	5,521
46	F	6,961
47	F	7,002
48	F	5,611
49	F	5,795
50	F	6,500
51	F	7,800
52	F	6,500
53	F	5,200
54	F	5,200
55	F	6,500
56	F	6,500
57	F	7,800
58	F	6,500
59	F	6,500

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	J	7,477
2	J	5,000
3	J	5,000
4	J	5,458
5	J	7,230
6	J	5,934
7	J	7,543
8	J	6,129
9	J	7,752
10	J	6,223
11	J	6,257
12	J	7,751
13	J	9,171
14	J	7,612
15	J	5,860
16	J	6,692
17	J	5,200
18	J	7,752
19	J	7,752
20	J	5,200
21	J	7,840
22	J	6,002
23	J	7,625
24	J	7,770
25	J	7,618
26	J	5,998
27	J	6,015
28	J	7,664
29	J	5,511
30	J	5,200
31	J	7,676

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
30	K	5,200
31	K	6,500
32	K	6,500
33	K	5,200
34	K	5,200
35	K	7,752

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	M	2,368
2	M	6,100
3	M	7,320
4	M	6,100
5	M	6,099
6	M	4,501
7	M	9,125
8	M	12,970
9	M	5,874
10	M	5,400
11	M	6,827
12	M	5,457
13	M	6,717
14	M	5,030
15	M	5,479
16	M	7,136
17	M	4,950
18	M	6,620
19	M	5,488
20	M	6,770

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
21	M	4,393
22	M	8,035
23	M	16,621
24	M	12,224
25	M	13,558
26	M	4,952
27	M	4,373
28	M	6,489
29	M	5,202
30	M	5,203
31	M	5,204
32	M	7,759



BGE, Inc.
101 West Louis Herne Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

FINAL PLAT TRAILS AT WINDY HILL PHASE 2

A SUBDIVISION OF 29.748 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P., BEING THE OWNER OF AN 81.3113 ACRE TRACT OF LAND OUT OF THE SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED AS RECORDED IN INSTRUMENT NUMBER 18043360 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 29.748 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 2

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY. THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE _____



STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____, PAGES _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/ INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

TOM POPE, C.F.M., R.S.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

TRAILS AT WINDY HILL PHASE 2 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE _____

MICHAEL CHASE, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1

DATE _____

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION,
AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20____, A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

REVIEWED BY:
LEON BARBA, CITY ENGINEER, CITY OF KYLE

REVIEWED BY:
HARPER WILDER, DIRECTOR OF PUBLIC WORKS, CITY OF KYLE

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0293F AND 4209C0291F, REVISED SEPTEMBER 2, 2005. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY (LIMITS OF DETAILED STUDY STOP AT THE SOUTH BOUNDARY LINE OF THE PARENT TRACT).
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- GAS IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE PROVIDED BY FRONTIER.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND REVIEWED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 103. THE AVERAGE LOT SIZE IS 0.249 ACRES. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 1. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 102.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA. THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND /OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

- THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
- TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
- OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, FENCES, WALLS, OR ANY OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH OR IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
- DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
- MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
- CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

FINAL PLAT
**TRAILS AT
WINDY HILL PHASE 2**

A SUBDIVISION OF 29.748 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

SUBDIVISION BOND

Bond No. 41420699

KNOW ALL MEN BY THESE PRESENTS, that we Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

10700 Pecan Park Blvd., Suite 400 Austin, TX 78750

as Principal, and Platte River Insurance Company

authorized to do business in the State of TX, as Surety, are held and firmly bound unto

Hays County

as Oblige, in the penal sum of One Million Twenty Eight Thousand Three Hundred Thirty Nine Dollars and Seventy Five
Cents (\$ 1,028,339.75) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

has agreed to construct in Southgrove Trails at Windy Hill

the following improvements: Southgrove Trails at Windy Hill Phase 2 - Paving and Drainage

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of August, 2020.

Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

Principal

By: 

Platte River Insurance Company

By: 

Noah Pierce

Attorney-in-Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41420699

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----NOAH PIERCE; JENNIFER SPURWAY-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of August, 2020.



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary

IMPORTANT NOTICE - TEXAS

To obtain information or make a complaint:

- You may contact your company representative at 1-800-475-4450
- You may call **Platte River Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-475-4450

- You may also write to **Platte River Insurance Company** at:

Platte River Insurance Company
1600 Aspen Commons
Middleton, Wisconsin 53562

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

1-800-252-3439

- You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

FAX # (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

- **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and Dripping Springs Independent School District and amend the budget accordingly. **SMITH**

Summary:

Donated funds will be utilized by Dripping Springs ISD to partner with the "I Love U Guys" Foundation to provide reunification training for school staff and first responders within the Dripping Springs, Wimberley and Hays School Districts. This is a comprehensive training that provides schools with a proven method to conduct a successful reunification in the event of a school crisis or emergency.

The donation agreement will be funded from the Pct. 4 revenue loss allocation.

Fiscal Impact:

Amount Requested: \$19,500

Line Item Number: 011-763-99-159.5600_049

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$19,500) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$19,500 - Increase Project Contributions DSISD 011-763-99-159.5600_049

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

DSISD Donation Agreement

DSISD Funding Request

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY 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 Agreement is entered into by and between Hays County (“Hays County”) and **Dripping Springs Independent School District** (“Recipient”), located at 2300 Sportsplex Drive, Dripping Springs, Texas 78620 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 \$19,500 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 acknowledgment 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:
 - 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 this condition precedent to judicial or quasi-judicial action.

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

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by 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 March 12, 2024 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: One hundred percent (100%) of the total amount of the donation authorized under this Agreement shall be payable upon execution of this Agreement. 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: 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").

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

Dripping Springs Independent School District
2300 Sportsplex Drive
Dripping Springs, Texas 78620
Attention: Sirena Cumberland

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

To: Hays County Office Emergency Services, Director Mike Jones and Hays County Precinct 4, Commissioner Walt Smith

From: Sirena Cumberland, Director of Safety, Dripping Springs ISD

Re: Use of ARPA Grant Funds to Support Reunification Training for School Districts

I submit this letter on behalf of Dripping Springs ISD, Hays CISD, and Wimberley ISD. The purpose is to provide information to support the important need for reunification training for the school districts in Hays County and the value a collaboration with Hays County officials will bring to this endeavor.

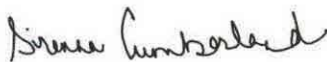
All schools in Hays County adopted the Standard Response Protocol in 2013. This protocol was created by the "I Love U Guys" Foundation and has been the foundation of all emergency responses for school staff, students, and first responders across Hays County since its implementation. The "I Love U Guys" Foundation offers comprehensive reunification training that provides schools with a proven method to conduct a successful reunification in the event of a school crisis or emergency.

The "I Love U Guys" Foundation reunification training is considered to be the premier standard of training in the area of reunification. The Foundation collaborates closely with the Texas School Safety Center and is the curriculum that is recommended by TSSC.

If approved, the training will bring a team from the "I Love U Guys" Foundation to our local community to train stakeholders and school leaders to ensure a common understanding of the process, establish a common language, and further strengthen the already solid relationships that have been established.

It is our goal to partner with Hays County and use ARPA Grant funds to support this crucial training for school staff and first responders. This much-needed training will help to ensure stakeholders are fully prepared if the unthinkable happens in Hays County, and will help to minimize further impact on the families within our communities.

We appreciate Hays County assisting with this endeavor and look forward to working together to ensure the safety of our campus communities.



J. M. Skrocki

Roz Simmons

Sirena Cumberland
Director of Safety
Dripping Springs ISD

Jeri Skrocki
Chief Safety and Security Officer
Hays County CISD

Roz Simmons
Director of Safety
Wimberley ISD

Signature:



Email: jeri.skrocki@hayscisd.net

Signature:



Roz Simmons (Jett 31, 2024 14:14 CST)

Email: roz.simmons@wimberleyisd.net

**Engagement Agreement****Date of Initiation**

2024-02-02

Event name

Dripping Springs ISD - Texas

Host organization name

Dripping Springs ISD

Host address

300 Sportsplex Dr, Dripping Springs, TX 78620, USA

Primary contact name

Sirena Cumberland

Primary contact title

Director of Safety

Primary contact cell

(512) 738-0723

Primary contact email

sirena.cumberland@dsisdtx.us

Fee

\$19,500

Delivery type

In Person

Region

Texas

Duration

2 Day

Billing contact name

Vickie Dorsett

Billing contact email

vickie.dorsett@co.hays.tx.us

Billing address

300 Sportsplex, Dripping Springs, Tx. 78620

Program 1

SRP/SRM Dripping Springs ISD - Texas

Date and Time

2024-06-03 08:00 - 16:00 Central Time

Venue Address

940 US-290, Dripping Springs, TX 78620, USA

Program 2

REx Dripping Springs ISD - Texas

Date and Time

2024-06-04 08:00 - 16:00 Central Time

Venue Address

940 US-290, Dripping Springs, TX 78620, USA

Audio/Visual Support Requirements

☒ I have [read and understand](#) the AV Requirements

Terms

Payment is due 10 days after presentation date

Conditions of The I Love U Guys Foundation Agreement for Speaking Engagement and/or Training ("Agreement")

1. Notwithstanding any other provision(s) of this Agreement, in the event that the performance of any obligation under this Agreement by a party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. Each party shall promptly notify the other parties of such force majeure condition.
2. In the event the Speaker must cancel due to transportation problems beyond the control of the Speaker, illness, unforeseen emergency, or overriding professional responsibility, the Requesting Agency will not have any liability for the expenses incurred by The Love U Guys Foundation ("The Foundation"). The Foundation will offer a comparable Speaker to the Requesting Agency.
3. In the event of a cancellation by the Requesting Agency, for any reason, the Requesting Agency is responsible for reimbursement to The Foundation of all non-refundable travel fees.
4. Facility: Requesting Agency agrees to provide an acceptable and licensed facility for the event, in good condition, together with all necessary stage accessories, properties and AV requirements.
5. No additional appearances or activities shall be provided by the Speaker unless agreed by the parties prior to the event.
6. By signing this Agreement, the Requesting Agency representative warrants that he/she signs as a duly authorized representative of the Requesting Agency.

Sirena Cumberland

Sirena Cumberland
Director of Safety
Dripping Springs ISD
2024-02-02

Carly Posey

Carly Posey
Mission Director
The "I Love U Guys" Foundation
2024-02-02



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize addition of general and law enforcement liability coverage on two newly purchased unmanned aircraft. Additional premium through November 15, 2024 of \$1,817.00. **BECERRA/MILLER**

Summary:

Fiscal Impact:

Amount Requested: \$1,817

Line Item Number:001-645-00.5340

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposals (RFP) 2023-P11 Property & Liability Coverage

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Endorsement #10 (2) Unmanned Aircraft



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Hays County

Attn: Shari Miller

712 S. Stagecoach Trail, Suite 1063

San Marcos, TX 78666-5534

Due Date: March 28, 2024

Coverage #: CAS-1050-20231115-1

Coverage Period: November 15, 2023 - November 15, 2024

Member Number: 1050

Contribution for the coverage is below.

Coverage	Contribution
General Liability	\$727
Law Enforcement Liability	\$1,090
Total Contribution:	\$1,817

ENDO #10 - ADD UNMANNED AIRCRAFT (2) 2024 DJI MAVIC 3 ENTERPRISE #00FD, 2024 DJI MAVIC 3 THERMAL #63US



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Amended

Member: Hays County

Coverage Period: November 15, 2023 through November 15, 2024

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Effective Date of Amendment	Effective Date of Termination
Bodily Injury Liability - Each Person	\$100,000	\$1,000	\$125,108		
Bodily Injury Liability - Each Accident	\$300,000				
Property Damage Liability - Each Accident	\$100,000				
Included Coverage					
Personal Injury Protection	\$5,000	No deductible	Included		
Optional Coverage					
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$15,044		
AUTO LIABILITY CONTRIBUTION			\$140,152		

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Effective Date of Amendment	Effective Date of Termination
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$62,543		
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500			
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$62,543		

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution	Effective Date of Amendment	Effective Date of Termination
Bodily Injury Liability - Each Person		\$100,000	\$10,000	\$34,566		
Bodily Injury Liability - Each Accident		\$300,000				
Property Damage Liability - Each Accident		\$100,000				
Included Coverage						
Personal and Advertising Injury Liability		\$100,000 \$300,000	\$10,000	Included		
Per Person						
Per Offense / Aggregate						
Crisis Management		\$100,000	\$10,000	Included		
Employee Benefits Liability		\$500,000	\$1,000	Included		
Garage Keeper's Legal Liability		\$50,000	\$1,000	Included		
Optional Coverage						
Unmanned Aircraft	Number of Unmanned Aircraft: 30	Per Endorsement	\$10,000	Included		
GENERAL LIABILITY CONTRIBUTION				\$34,566		

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$208,699		
Criminal and Malicious Acts and Omissions		Full Prior Acts			Included		
Punitive Damages - within Limits of Liability		Full Prior Acts			Included		
Optional Coverage							
District Judge		04/02/2006	Per Endorsement		\$4,174		
District Attorney		11/15/2012	Per Endorsement		\$4,174		
Unmanned Aircraft	Number of Unmanned Aircraft: 30	11/15/2016	Per Endorsement		\$21,139		
Covered Law Enforcement Departments or Agency							
Hays County Attorney's Office Hays County Constable's Offices Hays County Employees Of The District Attorney's Office Hays County Juvenile Probation Department Hays County Sheriff's Office Hays County Juvenile Center Hays County Fire Marshal							
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$238,186		

PUBLIC OFFICIALS LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Public Officials Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$104,526		

Privacy or Security Event Liability and Expense Coverage	11/15/2023	\$1,000,000 General Aggregate	\$10,000			
Optional Coverage						
District Judge	11/15/2012	Per Endorsement	\$2,091			
District Attorney	11/15/2012	Per Endorsement	\$2,091			
Split Coverage Retroactive Coverage Dates						
Privacy or Security Event Liability and Expense Coverage	11/15/2017	\$2,000,000 General Aggregate				
Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$1,000,000 General Aggregate				
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				\$108,707		
TOTAL CONTRIBUTIONS				\$584,154		

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.


Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 02/27/2024 in Austin, Texas.

GENERAL LIABILITY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Section I – Coverage A, Part 2. EXCLUSIONS, g. Aircraft, Autos or Watercraft is amended to add subsection (7) as follows:

- (7) Bodily Injury or Property Damage arising out of the operation of an Unmanned Aircraft as scheduled below.

Section I – Coverage B, Part 2. EXCLUSIONS, a. (17) Personal and Advertising Injury is amended to read:

- (17) Arising out of the ownership, maintenance, use or entrustment to others of any Aircraft (except for Unmanned Aircraft, as scheduled below) owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
2018CSA2444COA FA3LKTRNT3	17SDG78013V6JZ 0TQDF9SBMBJ5B2	DJI - MATRICE 200 DJI - TELLO	2019
FA3XYNHRLX FA3TFWT7TE	4GCCJ7LR0A0LDK 1591F5JD22BGOOB2	DJI - MAVIC 2 ENTERPRISE DJI - MAVIC 3 THERMAL DRONE	2021
2018-CSA-2444-COA FA3TPK9C7M	230156794057492 581F4QWB22B400303JT	SKYDIO - 2 DJI - AVATA PRO QUADCOPTER	2020 2023
2018-CSA-2444-COA FA3TFWPCPM FA3TR3TC7N	0TQDF9LBMB2UY5 1581F5FJD22BGOOBYZPJ HV9921291157	DJI - TELLO DJI - MAVIC 3 THERMAL DRONE AUTEL ROBOTICS - EVO II 640 T STAN.	2018 2021
2018-CSA-2444-COA FA3WHF7TCK	0TQDF9SBMBWCC5 3Q48L43003DZY5	DJI - TELLO DJI - MAVIC MINI 2	2018
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021
FA3TFWWYX9 2018-CSA-2444-COA 2018-CSA-2444-COA FA3C4YTXKC	1581F5FJD22BJOBS6BS 0TQDF7QBMB2BFM 0TQDF9SBMBW83U W13DEK16060229	DJI - MAVIC 3 THERMAL DRONE DJI - TELLO DJI - TELLO DJI - INSPIRE	2018 2018
FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
FA39PX33FW	4GC7L6800AM05H	DJI - MAVIC 2 ENTERPRISE	

FA3TPKC7AE FA3LKTRNT3	1581F4QWB22B400303JT 08QCF8GP123L9J	DJI - AVATA PRO QUADCOPTER DJI - MAVIC PRO PLATINUM	2023
FA3TR3PH3X 2018-CSA-2444-COA FA39CN4R7P FA34FNMYXC	HV9921291191 0G0DF9L0240115 1581F5FHE23B30020200FD SM6DGCD0010491	AUTEL ROBOTICS - EVO II 640 T STAN. DJI - MATRICE 210 DJI - MAVIC 3 ENTERPRISE DJI - MAVIC ENTERPRISE DUAL	2021 2020 2024
FA3R4HHL3H FA3YEL4RPP FA377NA9P7	1581F5BKD225T00BX25Z 4GCCJ5UROAOCVN 01203AB1D000098	DJI - MATRICE 30T DJI - MAVIC 2 ENTERPRISE LOKI - MK2	2021
FA3NR9ANFY	5DX7L4MM03D09R	DJI - MAVIC MINI 1	
FA39CN9MAH 0760778- 20160623- 00451	1581F5FJD23B300D63US W130DA12061371	DJI - MAVIC 3 THERMAL DJI - DJI INSPIRE T601	2024 2016

1. Coverage is provided under this Endorsement only if all of the following conditions are met:
 - a. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - b. Maintenance and use of the Unmanned Aircraft and Unmanned Aircraft System is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this Endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the Unmanned Aircraft is outside the control of the Covered Person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be deemed to have been restored to the control of the Covered Person on the safe return of the Unmanned Aircraft to the Covered Person at an airfield or off-airport location within the Coverage Territory that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this Endorsement:
 - a. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - b. Unmanned Aircraft means the aircraft described in the Schedule for this Endorsement.

Other terms in this Endorsement that are capitalized have the same meaning as the meaning assigned to them in the body of the Coverage Agreement.

LAW ENFORCEMENT LIABILITY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Part IV – Exclusions, A.1 is amended to read:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
2018CSA2444COA FA3LKTRNT3	17SDG78013V6JZ 0TQDF9SBMBJ5B2	DJI - MATRICE 200 DJI - TELLO	2019
FA3XYNHRLX FA3TFWT7TE 2018-CSA-2444-COA FA3TPK9C7M 2018-CSA-2444-COA FA3TFWPCPM FA3TR3TC7N 2018-CSA-2444-COA FA3WHF7TCK	4GCCJ7LR0A0LDK 1591F5JD22BGOOB2 230156794057492 581F4QWB22B400303JT 0TQDF9LBMB2UY5 1581F5FJD22BGOOBYZPJ HV9921291157 0TQDF9SBMBWCC5 3Q48L43003DZY5	DJI - MAVIC 2 ENTERPRISE DJI - MAVIC 3 THERMAL DRONE SKYDIO - 2 DJI - AVATA PRO QUADCOPTER DJI - TELLO DJI - MAVIC 3 THERMAL DRONE AUTEL ROBOTICS - EVO II 640 T STAN. DJI - TELLO DJI - MAVIC MINI 2	2021 2020 2023 2018 2021 2018
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021
FA3TFWWYX9 2018-CSA-2444-COA 2018-CSA-2444-COA FA3C4YTXKC	1581F5FJD22BJOBS6BS 0TQDF7QBMB2BFM 0TQDF9SBMBW83U W13DEK16060229	DJI - MAVIC 3 THERMAL DRONE DJI - TELLO DJI - TELLO DJI - INSPIRE	 2018 2018
FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
FA39PX33FW FA3TPKC7AE FA3LKTRNT3	4GC7L6800AM05H 1581F4QWB22B400303JT 08QCF8GP123L9J	DJI - MAVIC 2 ENTERPRISE DJI - AVATA PRO QUADCOPTER DJI - MAVIC PRO PLATINUM	2023
FA3TR3PH3X 2018-CSA-2444-COA FA39CN4R7P FA34FNMYXC	HV9921291191 0G0DF9L0240115 1581F5FHE23B30020200FD SM6DGC0010491	AUTEL ROBOTICS - EVO II 640 T STAN. DJI - MATRICE 210 DJI - MAVIC 3 ENTERPRISE DJI - MAVIC ENTERPRISE DUAL	2021 2020 2024

FA3R4HHL3H FA3YEL4RPP FA377NA9P7	1581F5BKD225T00BX25Z 4GCCJ5UROAOCVN 01203AB1D000098	DJI - MATRICE 30T DJI - MAVIC 2 ENTERPRISE LOKI - MK2	2021
FA3NR9ANFY	5DX7L4MM03D09R	DJI - MAVIC MINI 1	
FA39CN9MAH 0760778- 20160623- 00451	1581F5FJD23B300D63US W130DA12061371	DJI - MAVIC 3 THERMAL DJI - DJI INSPIRE T601	2024 2016

1. Coverage is provided under this endorsement only if all of the following conditions are met:
 - A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this endorsement:
 - A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize Celco Surveying to perform a follow-up boundary survey of the Sentinel Preserve for the amount of \$3,600.00 pursuant to Texas Government Code Chapter 2254, Professional and Consulting Services. SHELL/T.CRUMLEY

Summary:

As part of the Sentinel Preserve development project, Celco Surveying will conduct a follow-up survey to the original survey completed in November 2019. The purpose of this second survey will be to verify and re-stake the Preserve boundaries that were staked in the original survey and are no longer identifiable.

Fiscal Impact:

Amount Requested: \$3,600

Line Item Number: 001-700-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Government Code Chapter 2254, Professional and Consulting Services

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Celco Surveying Quote

From: Eddie Lucas <eddie@celcosurveying.com>

Sent: Thursday, February 1, 2024 1:16:57 PM

To: Tammy Crumley <tammy.crumley@co.hays.tx.us>

Subject: RE: Sentinel Peak

You don't often get email from eddie@celcosurveying.com. [Learn why this is important](#)

\$3,600 to re-stake and verify all pins

I could have it completed by Monday.

Thank you,

Eddie Lucas

CELCO Surveying

18018 Overlook Loop, Suite 105

PMB # 239

San Antonio, Texas 78259

Tel: 830-214-5109

Cell: 830-358-9810

E-Mail: eddie@celcosurveying.com

"Now serving 30 counties in central and south Texas, including San Antonio, Austin and Waco and the surrounding areas thereof"

From: Tammy Crumley <tammy.crumley@co.hays.tx.us>

Sent: Monday, January 22, 2024 12:26 PM

To: Eddie Lucas <eddie@celcosurveying.com>

Subject: Sentinel Peak

Eddie –



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to accept an updated Proposal from Water & Earth Technologies (WET) related to the replacement of the pressure transducer at Old Bastrop Hwy and Cottonwood Creek, authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly. **INGALSBE/MIKE JONES**

Summary:

On 02/07/2024, Hays County Commissioners' Court approved a proposal for the repair/replacement of the pressure transducer at Old Bastrop Hwy at Cottonwood Creek. The quote at the time assumed that the old conduit was in good shape and allowed the new pressure transducer to be pulled through without problems. Upon further inspection, the conduit turned out to be damaged. Water & Earth Technologies has submitted an updated proposal for approval.

Fiscal Impact:

Amount Requested: \$1,930

Line Item Number:

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,930 - Increase Misc. Equipment_Operating 001-656-00.5719_400

(\$1,930) - Decrease Equipment Maintenance & Repair 001-656-00.5411

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), captive replacement parts or componenets for equipment.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Updated Proposal
Exemption



02/07/2024

Quotation XPHC055

Prepared for:

Hays County - Office of Emergency Services
Attn: Mike Jones
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No.

84-1440328

Quote Valid Thru

04/07/2024

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenis@wetec.us

Quote Title: XPHC055 - Old Bastrop Hwy at Cottonwood Creek PT Replacement

Quote Information

The pressure transducer at Old Bastrop Hwy at Cottonwood Creek stopped working on December 14th, 2023. WET visited the station and determined that the pressure transducer has failed and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly. This quote assumes that the old conduit is in good shape and allows the new PT to be pulled through without problems.

02/07/2024 Update: The conduit turned out to be damaged by the installation of the "Dead End" sign. The quote has been adjusted to reflect this change.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer - 600 ft	Keller Acculevel	\$ 1,784.42	1	\$ 1,784.42
Conduit materials		\$ 250.00	1	\$ 250.00
Bobcat Skidsteer rental		\$ 600.00	1	\$ 600.00
				\$ -
				\$ -
Items Total				\$ 2,634.42

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	1	1	\$ 270.00
Install the new PT	2	2	\$ 540.00
Field testing the new PT	1	1	\$ 270.00
Install new conduit section	4	4	\$ 1,080.00
			\$ -
Labor Total			\$ 2,160.00

Total Cost \$ 4,794.42

Thank you for your consideration!


Hays County Commissioners Court

March 12, 2024

Water & Earth Technologies: Old Bastrop Hwy at Cottonwood Creek

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Emergency Services Department recognizes Water Earth and Technologies as a sole source provider to provide replacement parts and accessories for the Hays County Early Flood Warning System (EFWS).



Mike Jones, Director of Emergency Services

**Hays County Commissioners Court**

Date: 03/12/2024

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Treasurer's Office to re-grade the Treasury Specialist (0078-001) Grade 115 to Financial Analyst I Grade 120 step 2, effective 03/12/24. **BECERRA/TENORIO**

Summary:

The Treasurer's Office has reviewed the job duties and responsibilities of the above position. The office requires a regrade for the distribution of high level duties. This position performs a variety of complex financial duties, including State court reporting, reconciliation and data collection.

The office is requesting a pay of Grade 120 Step 2. The funding is covered mostly by the \$12193 savings for the savings in the Treasurer's longevity/merit fund. There will be a \$1040 additional cost to the County.

Fiscal Impact:

Amount Requested: \$16,061 annual

\$8,900 FY24

Line Item Number: 001-620-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: If approved, funding in the Treasurer's FY24 step plan allocation is available.

Treasury Specialist to Financial Analyst	
55,299	Grade 120, step 2
42,066	Grade 115, current salary
13,233	Difference
2,828	Fringe
16,061	Total Impact
8,900	FY24 Impact (6.65 mos)

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:



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to ratify the execution of Memorandums of Understanding (MOU) with Texas Emergency Management Assistance Team; authorize expenditures related to the Smokehouse Creek Fire in Amarillo, Texas and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Disaster Recovery Task Force (DRTF) is a state resource comprised of multi-disciplined, multi-talented, and high-qualified subject-matter experts with experience in all phases of emergency management. Deployable under the direction of the Texas Division of Emergency Management to assist and support local jurisdictions in the response to and recovery from any incident.

Additionally, due to the Smokehouse Creek Fire in Amarillo, the Office of Emergency Services deployed GIS CAD Public Safety Specialist to assist due to his skill set. All expenditures related to this event, portal to portal pay (24-7), hotel, travel and meals will be reimbursed by TEMA.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-211]

Budget Office:

Source of Funds: TEMA Grant Fund

Budget Amendment Required Y/N?: Yes

Comments: Budget estimated reimburseable expenses related to the Smokehouse Creek Fire disaster.

(\$21,000) - Increase Intergovernmental Revenue 001-656-99-211.4301

\$17,000 - Increase Salary/Fringe 001-656-99-211.50xx]

\$4,000 - Increase Travel 001-656-99-211.5501

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, Intergovernmental Revenues

Comments:

Attachments

TB MOU

WB MOU

LT MOU

Memorandum of Understanding
Between
[Texas Emergency Management Assistance Teams Program
Administrator]
And
Texas Emergency Management Assistance Teams Employee
Member
And
Participating Jurisdiction/Employer

This memorandum of understanding (MOU) is entered into this 28 day of August, 2023 and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TFS), a member of the Texas A&M University System and agency of the State of Texas; and Thomas Browder (member) and his/her employer, a TEMAT participating jurisdiction/employer, Hays County (jurisdiction).

I. PURPOSE

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas Task Force Search and Rescue Teams	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas Task Force One, Texas Task Force Two, and Texas Task Force Three

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support
Communications and Coordinator Group (CCG)	Texas Division of Emergency of Management (TDEM)	Provides mobile and other communication technology support during emergency operations

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with section VII.B. of this MOU.

IV. DEFINITIONS

- A. Administrator: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. Backfill: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. Member: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. Participating Jurisdiction/Employer (Jurisdiction): A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.

- F. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.
- G. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

V. RESPONSIBILITIES

- A. The DRTF shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
 - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
 - 3. Provide training to members. Training shall be consistent with the objectives of the 'TEMAT' program overall to include but not limited to State Operations, Center functions, financial reimbursement, and other training.
 - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
 - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
 - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
 - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:

1. Recruit and manage TEMAT' members according to guidelines outlined in the TEMAT Business and Operations Manual.
2. Produce related portion of TEMAT' Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT' member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.

4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.
5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. Training and Exercises

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members.

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.

4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.

5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.

6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.

7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.

C. Medical Care for Injury or Illness

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.

C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Disaster Recovery Task Force	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas Task Force Search and Rescue Teams	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input checked="" type="checkbox"/>	<i>[Signature]</i>
Communications and Coordinator Group (CCG)	<input type="checkbox"/>	

X. POINTS OF CONTACT

[TDEM]

Name: Chief Nim Kidd
Title: Chair - Texas Emergency
Management Council
DRTF Div. Chief: Kharley Smith
Address Line 1: 1033 La Posada Dr
Address Line 2:
City, State, Zip: Austin, TX 78752
Phone Number: 512-424-2436
Email: Nim.kidd@ldem.texas.gov

[Program Administrator]

Name: Gabe Mahlum
Title: Chief, IESP Coordinator
Address Line 1: 5905 North Lamar Blvd
Address Line 2:
City, State, Zip: Austin, TX 78753
Phone Number: 254-220-5138
Email: gmahlum@tfs.tamv.edu

[Jurisdiction]

Name: Ruben Becerra
Title: County Judge
Address Line 1: 111 E San Antonio St
Address Line 2:
City, State, Zip: San Marcos TX 78666
Phone Number: 512-393-2205
Email: ruben.becerra@co.hays.tx.us

Judge

[Member]

Name: Thomas Browder
Title: Assistant Director
Address Line 1: 810 S Stagecoach Trail
Address Line 2:
City, State, Zip: San Marcos, TX 78666
Phone Number: 2147070852
Email: thomas.browder@co.hays.tx.us

Typed Name

XI. GENERAL PROVISIONS

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member owes the state of Texas or any agency of the state of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, the member shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member that cannot be resolved in the ordinary course of business. Member shall submit written notice of a claim of breach of contract under this Chapter to the state's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XI. ENTIRE AGREEMENT

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

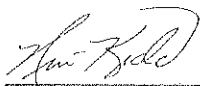
Attachment A, TEMAT Business and Operation Manual

Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

{STATE ADMINISTRATOR I }

Signature:



Name:

W. Nim Kidd

Title:

Chief, Division of Emergency Management

Date:

11/27/2023

[STATE ADMINISTRATOR 2 – IF APPLICABLE]

Signature:



Name:

Robby DeWitt

Title:

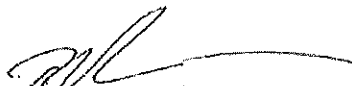
Associate Director For
Finance And Administration

Date:

11/21/23

JURISDICTION

Signature:



Name:

Ruben Becerra

Title:

County Judge

Date:

8-28-2023

TEMAT PROGRAM MEMBER

Signature:



Name:

Thomas Browder

Title:

Assistant Director

Date:

8-28-2023

Memorandum of Understanding
Between
{Texas Emergency Management Assistance Teams Program
Administrator}
And
Texas Emergency Management Assistance Teams Employee
Member
And
Participating Jurisdiction/Employer

This memorandum of understanding (MOU) is entered into this 5th day of September, 2023, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TFS), a member of the Texas A&M University System and agency of the State of Texas; and William Baumann (member) and his/her employer, a TEMAT participating jurisdiction/employer, Hays County (jurisdiction).

I. PURPOSE

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas Task Force Search and Rescue Teams	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas Task Force One, Texas Task Force Two, and Texas Task Force Three

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support
Communications and Coordinator Group (CCG)	Texas Division of Emergency of Management (TDEM)	Provides mobile and other communication technology support during emergency operations

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with section VIII.B. of this MOU.

IV. DEFINITIONS

- A. Administrator: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. Backfill: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. Member: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. Participating Jurisdiction/Employer (Jurisdiction): A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.

- F. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.
- G. TEMAT Training and Exercises Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

V. RESPONSIBILITIES

- A. The DRTF shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
 - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
 - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
 - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
 - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
 - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:

1. Recruit and manage TEMAT members according to guidelines outlined in the TEMAT Business and Operations Manual.
2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.

4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.
5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. Training and Exercises

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.
4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.
5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.
6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.
7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.

C. Medical Care for Injury or Illness

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.



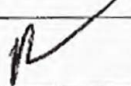
VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.
- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Disaster Recovery Task Force	<input checked="" type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas Task Force Search and Rescue Teams	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input checked="" type="checkbox"/>	
Communications and Coordinator Group (CCG)	<input type="checkbox"/>	

X. POINTS OF CONTACT

[TDEM]

Name: Chief Nim Kidd
Title: Chair – Texas Emergency
Management Council
DRTF Div. Chief: Kharley Smith
Address Line 1: 1033 La Posada Dr
Address Line 2:
City, State, Zip: Austin, TX 78752
Phone Number: 512-424-2436
Email: Nim.kidd@tdem.texas.gov

[Program Administrator]

Name: Gabe Mahlum
Title: Chief, ESF 4 Coordinator
Address Line 1: 5805 North Lamar Blvd
Address Line 2:
City, State, Zip: Austin, Texas 78753
Phone Number: (254) 220-5138
Email: gmahlum@tfs.tamu.edu

[Jurisdiction]

Name: Ruben Becerra
Title: County Judge
Address Line 1: 111 E San Antonio St
Address Line 2:
City, State, Zip: San Marcos, TX 78666
Phone Number: 512-393-2205
Email: judge.becerra@co.hays.tx.us

[Member]

Name: William Baumann
Title: GIS Specialist
Address Line 1: 810 S Stagecoach Trail
Address Line 2: Ste 1200
City, State, Zip: San Marcos, TX, 78666
Phone Number: (512) 781-2423
Email: will.baumann@co.hays.tx.us

XI. GENERAL PROVISIONS

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
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XI. ENTIRE AGREEMENT

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

Attachment A, TEMAT Business and Operation Manual

Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

[STATE ADMINISTRATOR 1]

Signature:



Name:

W. Nim Kidd

Title:

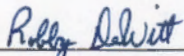
Chief, Division of Emergency Management

Date:

11/27/2023

[STATE ADMINISTRATOR 2 – IF APPLICABLE]

Signature:



Name:

Robby DeWitt

Title:

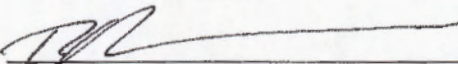
Associate Director For
Finance And Administration

Date:

10/23/23

JURISDICTION

Signature:



Name:

Ruben Becerra

Title:

County Judge

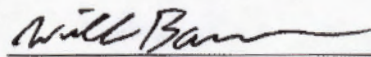
Date:

9.15.2023



TEMAT PROGRAM MEMBER

Signature:



Name:

William Baumann

Title:

GIS Specialist

Date:

9/5/2023

Memorandum of Understanding
Between
[Texas Emergency Management Assistance Teams Program
Administrator]
And
Texas Emergency Management Assistance Teams Employee
Member
And
Participating Jurisdiction/Employer

This memorandum of understanding (MOU) is entered into this 5 day of Sept, 2023, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TFS), a member of the Texas A&M University System and agency of the State of Texas; and Laurie Taylor (member) and his/her employer, a TEMAT participating jurisdiction/employer, Hays County (jurisdiction).

I. PURPOSE

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

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II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

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- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.

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- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

V. RESPONSIBILITIES

- A. The DRTF shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
 - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
 - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
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 - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
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2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
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1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
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5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. Training and Exercises

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.
4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.
5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.
6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.
7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.

C. Medical Care for Injury or Illness

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.




VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.
- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Disaster Recovery Task Force	<input checked="" type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas Task Force Search and Rescue Teams	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input checked="" type="checkbox"/>	
Communications and Coordinator Group (CCG)	<input type="checkbox"/>	

X. POINTS OF CONTACT

[TDEM]

Name: Chief Nim Kidd
Title: Chair – Texas Emergency
Management Council
DRTF Div. Chief Kharley Smith
Address Line 1: 1033 La Posada Dr
Address Line 2:
City, State, Zip: Austin, TX 78752
Phone Number: 512-424-2436
Email: Nim.kidd@tdem.texas.gov

[Program Administrator]

Name: Gabe Mahlum
Title: Chief, ESF 4 Coordinator
Address Line 1: 5805 North Lamar Blvd
Address Line 2:
City, State, Zip: Austin, Texas 78753
Phone Number: (254) 220-5138
Email: gmahlum@tfs.tamu.edu

[Jurisdiction]

Name: Ruben Becerra
Title: County Judge
Address Line 1: 111 E. San Antonio St.
Address Line 2:
City, State, Zip: San Marcos TX 78666
Phone Number: 512-393-2205
Email: judge.becerra@co.bexar.tx.us

[Member]

Name: Laurie Taylor
Title: Emergency Planner
Address Line 1: 810 S. Stagecoach Trail, Suite 1200
Address Line 2:
City, State, Zip: San Marcos, TX 78666
Phone Number: 512-938-2114
Email : laurie.taylor@co.hays.tx.us

XI. GENERAL PROVISIONS

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member owes the state of Texas or any agency of the state of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, the member shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member that cannot be resolved in the ordinary course of business. Member shall submit written notice of a claim of breach of contract under this Chapter to the state's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XI. ENTIRE AGREEMENT

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

Attachment A, TEMAT Business and Operation Manual

Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

[STATE ADMINISTRATOR 1]

Signature:



Name:

W. Nim Kidd

Title:

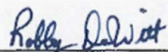
Chief, Division of Emergency Management

Date:

11/27/2023

[STATE ADMINISTRATOR 2 – IF APPLICABLE]

Signature:



Name:

Robby DeWitt

Title:

Associate Director For
Finance And Administration

Date:

10/23/23

JURISDICTION

Signature:



Name:

Ruben Becerra

Title:

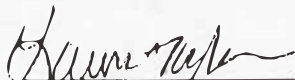
County Judge

Date:

9-15-2023

TEMAT PROGRAM MEMBER

Signature:



Name:

Laurie Taylor

Title:

Emergency Planner

Date:

8/16/2023



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Avrey Anderson, District Clerk

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to authorize the County Judge to execute a Participation Agreement and Resolution with TexPool Investment Pools designating the District Clerk as an Authorized Representative for related trust accounts as authorized pursuant to Texas Local Government Code, Section 117.053. **BECERRA/ANDERSON**

Summary

Pursuant to TLGC, Sec. 117.053. WITHDRAWAL OF FUNDS.

(a) If a commissioners' court selects a new depository under Subchapter B, when the depository qualifies, the county clerk and the district clerk shall transfer the funds in a special account from the old depository to the new depository, and the clerks may draw checks on the accounts for this purpose.

(b) Except as provided by Subsection (a), a clerk may not draw a check on special account funds held by a depository except to pay a person entitled to the funds. The payment must be made under an order of the court of proper jurisdiction in which the funds were deposited except that an appeal bond shall be paid without a written order of the court on receipt of mandate or dismissal and funds deposited under Chapter 1355, Estates Code, may be paid without a written order of the court. The clerk shall place on the check the style and number of the proceeding in which the money was deposited with the clerk.

(c) The clerk shall transfer any registry funds into a separate account when directed to by a written order of a court of proper jurisdiction or when the clerk is required to under Chapter 1355, Estates Code. The clerk shall transfer the funds into a separate account in:

(1) interest-bearing deposits in a financial institution doing business in this state that is insured by the Federal Deposit Insurance Corporation;

(2) United States treasury bills;

(3) an eligible inter-local investment pool that meets the requirements of Sections 2256.016, 2256.017, and 2256.019, Government Code; or

(4) a no-load money market mutual fund, if the fund:

(A) is regulated by the Securities and Exchange Commission;

(B) has a dollar weighted average stated maturity of 90 days or fewer; and

(C) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

Attached documents will be completed, signed by the District Clerk and brought to the Commissioners Court for final execution.

Attachments

TexPool Participation Agreement

TexPool Resolution



TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and _____ (the "**Participant**").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "**Acts**") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

Article I: Definitions (continued)

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

Participant

Address

City

State

Zip

Telephone

Fax

Article VI: Miscellaneous (continued)

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-4300
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
1001 Texas Ave., Suite 1150
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: . The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

Article VI: Miscellaneous (continued)

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.

Name of Participant

SIGNED:

Signature

Printed Name

Title

Date

TEXAS TREASURY SAFEKEEPING TRUST COMPANY COMPTROLLER OF PUBLIC ACCOUNTS:

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the day of , 20.

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, _____
("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email
2.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email
3.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email
4.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email

Authorized Representatives of the Participant (continued)

5.	<input type="text"/> Signature	<input type="text"/> Telephone Number
	<input type="text"/> Printed Name	<input type="text"/> Fax Number
	<input type="text"/> Title	<input type="text"/> Email
6.	<input type="text"/> Signature	<input type="text"/> Telephone Number
	<input type="text"/> Printed Name	<input type="text"/> Fax Number
	<input type="text"/> Title	<input type="text"/> Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email
2.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email
3.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email
4.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email
5.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email
6.	<input type="text"/> Printed Name	<input type="text"/> Title
	<input type="text"/> Telephone Number	<input type="text"/> Fax Number
		<input type="text"/> Email

Authorized Representatives of the Participant (continued)

- C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

day of , 2 0 .

Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.

Name of Participant

SIGNED:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action regarding supporting a resolution establishing an exemption from Hays County Ad Valorem taxation, for all or part of the appraised value of real property used to operate a qualifying and licensed Child-Care Facility, pursuant to Texas Senate Bill 1145. **INGALSBE**

Summary

Senate Bill 1145, which passed with strong bipartisan support during the 88th Legislative session, prompted the statewide ballot of Proposition 2, Property Tax Exemption for Child-Care Facilities. The measure was approved by the voters to amend the State Constitution to allow counties or municipalities to authorize a property tax exemption on all or part of the appraised value of real property operating as a qualifying child-care facility.

The property tax exemption will support and help reduce the financial burden for early education providers caring for our most vulnerable children.

Once adopted and in order to receive the child-care facility tax exemption, the person claiming the exemption must submit an application to the applicable appraisal district in which the property is located.

To qualify, a child-care facility must be licensed by the Health and Human Services Commission, the owner or operator must participate in the Texas Workforce Commission (TWC)'s Texas Rising Star Program, and at least 20 percent of the total number of children enrolled at the facility must be subsidized by TWC's child-care services program.

Attachments

Resolution
SB 1145



**A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT ADOPTING AN
EXEMPTION FROM AD VALOREM TAXES FOR QUALIFYING CHILD-CARE FACILITIES**

WHEREAS, during the 88th Regular Session, the Texas Legislature passed enabling legislation to place a constitutional amendment on the ballot for voters on November 7, 2023, which upon said vote passed with strong bipartisan support, thereby allowing cities and counties to have the option to provide an exemption from ad valorem property taxation of between 50 to 100 percent of the appraised value of all or a part of real property used to operate a commercial child-care facility; and

WHEREAS, to be eligible, licensed child-care facilities must participate in the Texas Rising Star (TRS) Program of the Texas Workforce Commission (TWC) and maintain a minimum of 20 percent enrollment of children who receive subsidized child-care services provided through the child-care services program administered by the TWC, among other criteria; and

WHEREAS, if a child-care facility is leasing the facility, the benefit must be passed down to the provider and not retained by the property owner; and

WHEREAS, current estimates show that under this eligibility criteria, up to eight (8) local providers would be eligible for this property tax relief; and

WHEREAS, it is a long established goal of Hays County to advance policies, programs, and investments that support child-care providers and the families they serve,

NOW, THEREFORE, BE IT RESOLVED BY THE HAYS COUNTY COMMISSIONERS COURT:

In accordance with its statutory authority, the Commissioners Court confirms its unanimous vote to approve a 100 percent exemption from the County's ad valorem property tax for eligible child-care facilities pursuant to Section 11.36 of the Texas Property Tax Code.

ADOPTED THIS THE 12TH DAY OF MARCH 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

AN ACT

relating to a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 11, Tax Code, is amended by adding Section 11.36 to read as follows:

Sec. 11.36. CHILD-CARE FACILITIES. (a) In this section:

(1) "Child-care facility" means a facility licensed by the Health and Human Services Commission to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

(2) "Qualifying child-care facility" means a child-care facility:

(A) the owner or operator of which participates in the Texas Workforce Commission's Texas Rising Star Program as described by Section 2308.3155, Government Code, for that facility; and

(B) at which at least 20 percent of the total number of children enrolled at the facility receive subsidized child-care services provided through the child-care services

1 program administered by the Texas Workforce Commission.

2 (b) Subject to Subsection (d), if the governing body of a
3 county or municipality in the manner required by law for official
4 action by the governing body adopts the exemption, a person is
5 entitled to an exemption from taxation by the county or
6 municipality of all or part of the appraised value of:

7 (1) the real property the person owns and operates as a
8 qualifying child-care facility; or

9 (2) the portion of the real property that the person
10 owns and leases to a person who uses the property to operate a
11 qualifying child-care facility.

12 (c) The governing body of a county or municipality may adopt
13 the exemption authorized by this section as a percentage of the
14 appraised value of the property. The percentage specified by the
15 governing body may not be less than 50 percent.

16 (d) To qualify for the exemption authorized by this section,
17 the property must be:

18 (1) except as provided by Subsection (e), used
19 exclusively to provide developmental and educational services for
20 children attending the child-care facility; and

21 (2) reasonably necessary for the operation of the
22 child-care facility.

23 (e) The use of exempt property for functions other than
24 providing developmental and educational services for children
25 attending the child-care facility located on the property does not
26 result in the loss of an exemption authorized by this section if
27 those other functions are incidental to the use of the property for

1 providing those services to those children and benefit:

2 (1) those children; or

3 (2) the staff and faculty of the facility.

4 (f) A person who claims an exemption under Subsection (b)(2)
5 must include with the application for the exemption an affidavit
6 certifying to the chief appraiser for the appraisal district that
7 appraises the property that is the subject of the application that:

8 (1) the person has provided to the child-care facility
9 to which the property is leased a disclosure document stating the
10 amount by which the taxes on the property are reduced as a result of
11 the exemption and the method the person will implement to ensure
12 that the rent charged for the lease of the property fully reflects
13 that reduction;

14 (2) the rent charged for the lease of the property
15 reflects the reduction in the amount of taxes on the property
16 resulting from the exemption through a monthly or annual credit
17 against the rent; and

18 (3) the person does not charge rent for the lease of
19 the property in an amount that exceeds:

20 (A) for property that consists of space in a
21 commercial property, the rent charged by the person to other
22 tenants of the commercial property for similar space; or

23 (B) for property other than property described by
24 Paragraph (A), the average rent charged for comparable rental
25 property.

26 (g) Notwithstanding any other provision of this section, a
27 person may not claim an exemption under Subsection (b)(2) for

1 property:

2 (1) for which the person claims an exemption under
3 Section 11.13; or

4 (2) any part of which is leased by the person to
5 another person for use as a principal residence.

6 (h) Property is not ineligible for an exemption under this
7 section if a portion of the property is used for functions other
8 than those described by Subsections (d) and (e). However, the
9 exemption does not apply to the value of the portion of the property
10 that is used for those other functions.

11 (i) Section 25.07 does not apply to a leasehold interest in
12 property for which the owner receives an exemption under this
13 section.

14 (j) The comptroller may adopt rules and forms necessary for
15 the administration of this section.

16 SECTION 2. Section 11.43(c), Tax Code, is amended to read as
17 follows:

18 (c) An exemption provided by Section 11.13, 11.131, 11.132,
19 11.133, 11.134, 11.17, 11.18, 11.182, 11.1827, 11.183, 11.19,
20 11.20, 11.21, 11.22, 11.23(a), (h), (j), (j-1), or (m), 11.231,
21 11.254, 11.27, 11.271, 11.29, 11.30, 11.31, 11.315, ~~or~~ 11.35, or
22 11.36, once allowed, need not be claimed in subsequent years, and
23 except as otherwise provided by Subsection (e), the exemption
24 applies to the property until it changes ownership or the person's
25 qualification for the exemption changes. However, except as
26 provided by Subsection (r), the chief appraiser may require a
27 person allowed one of the exemptions in a prior year to file a new

1 application to confirm the person's current qualification for the
2 exemption by delivering a written notice that a new application is
3 required, accompanied by an appropriate application form, to the
4 person previously allowed the exemption. If the person previously
5 allowed the exemption is 65 years of age or older, the chief
6 appraiser may not cancel the exemption due to the person's failure
7 to file the new application unless the chief appraiser complies
8 with the requirements of Subsection (q), if applicable.

9 SECTION 3. This Act applies only to ad valorem taxes imposed
10 for a tax year beginning on or after the effective date of this Act.

11 SECTION 4. This Act takes effect January 1, 2024, but only
12 if the constitutional amendment proposed by the 88th Legislature,
13 Regular Session, 2023, authorizing a local option exemption from ad
14 valorem taxation by a county or municipality of all or part of the
15 appraised value of real property used to operate a child-care
16 facility is approved by the voters. If that amendment is not
17 approved by the voters, this Act has no effect.

S.B. No. 1145

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1145 passed the Senate on May 1, 2023, by the following vote: Yeas 25, Nays 6.

Secretary of the Senate

I hereby certify that S.B. No. 1145 passed the House on May 16, 2023, by the following vote: Yeas 109, Nays 33, one present not voting.

Chief Clerk of the House

Approved:

Date

Governor



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2025. **BECERRA/DORSETT**

Summary

Attachments

FY 2025 Budget Calendar



Hays County

FY 2025 Budget Calendar

MAY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

JUNE 2024

SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

AUGUST 2024

SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

MARCH 2024

March 19th Budget notification sent to all departments

MAY 2024

May 6th Department deadline for entering Requested Budget into NWS financial software

May 6th - June 17th Budget Office will review all department requests, import all salary data and create personnel and capital equipment schedules

JUNE 2024

June 18th Notification sent to County Judge and Commissioners that requested budgets are completed

June 18th - July 24th Budget Office prepares recommended budget and meets with court members and department heads as needed

JULY 2024

July 25th Chief appraiser certifies approved appraisal roll

July 30th Budget Office presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website

AUGUST 2024

August 6th Budget workshop - 11:00 a.m. Commissioners Court

August 10th Public Notice for Public Hearing on Proposed Budget (at least 10 days but no more than 30 days before public hearing)

August 13th Budget workshop - 11:00 a.m. Commissioners Court

August 20th Budget workshop - 11:00 a.m. Commissioners Court
1:00 p.m. Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)

August 25th Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)

SEPTEMBER 2024

September 3rd 11:00 a.m. Public hearing on tax rate at least 7 days after public notice))

September 17th 1:00 p.m. Public Hearing on the FY 2025 Budget

Set salaries of Elected Officials

Adopt budget after making final changes

Set tax rate and levy taxes (at least 3 days but no more than 14 days after tax rate public hearing)

September 30th File final approved budget with County Clerk



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Miller

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action on establishing Hays County branding standards and guidelines. **SMITH/MILLER**

Summary

Discussion and possible action to establish Hays County branding guidelines. This task would include a county employee survey with a focus on values in the workplace, development of a mission and vision statement for Hays County, branding guidelines for letterheads, business cards, logo, color, style, and tone of social media and other county publications. Establishment of a committee to assist with the development and implementation of such guidelines across all county offices is requested.



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and NFP Corporate Services (TX), LLC for Employee Benefits Financial Consulting Services pursuant to RFP 2024-P07.
BECERRA/MILLER

Summary:

On February 27, 2024, the Commissioners Court awarded RFP 2024-P07 Employee Benefits Financial Consulting Services to NFP Corporate Services (TX), LLC and authorized staff and the District Attorney, Civil Division to negotiate a contract.

Fiscal Impact:

Amount Requested: \$52,920 annually
Line Item Number: 003-730-00.5303

Budget Office:

Source of Funds: Medical & Dental Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposals (RFP) 2024-P07 Employee Benefits Financial Consulting Services

Auditor's Office:

G/L Account Validated Y/N?: Yes, Professional and Admin Fees Expense
New Revenue Y/N?: N/A
Comments:

Attachments

RFP 2024-P07 Business Associate Agreement
RFP 2024-P07 Contract



Business Associate Agreement

This Business Associate Agreement (the “BAA”) dated March 12, 2024, (“Effective Date”) is entered into by and between Hays County (“Covered Entity”) and NFP Corporate Services (TX) Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”). Business Associate shall also include the affiliate NFP Insurance Services, Inc. if Technology Services are being provided under the Agreement.

Recitals

WHEREAS, the purpose of this BAA is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the “HIPAA Rules”) issued by the Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), enacted as part of the American Recovery and Reinvestment Act (“ARRA”); and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I - Definitions

1.1 Catch-all definitions. The following terms used in this BAA shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the “HIPAA Privacy Regulations”) which compromises the security or privacy of the Protected Health Information. “Breach” shall not include:

- (i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.



(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this BAA, shall mean the person/entity named above.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this BAA, shall mean the entity names above.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Article 2 - Obligations and Activities of Business Associate

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the BAA, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 C.F.R Part 14, subpart D, as well as any guidance issued by the Secretary of Health and Human Services that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.



2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 C.F.R. Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this BAA, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 C.F.R. Section 164.316.

2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the BAA or Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than fifteen (15) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this BAA, a Breach shall be treated as discovered as of the first day that the Business Associate knows of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.



(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this BAA.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within fifteen (15) days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.



2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure;
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this BAA or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

Article 3 - Permitted Uses and Disclosures by Business Associate

3.1 Permitted Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).



(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Article 4 - Obligations of Covered Entity

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this BAA, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

Article 5 - Term and Termination

5.1 Term. The initial term of this BAA shall begin on the Effective Date and continue for one year from the Effective Date.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this BAA, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this BAA;

(b) Immediately terminate this BAA if the other Party has committed a material breach of this BAA and cure of the material breach is not possible as acknowledged by both parties; or



(c) If neither cure nor termination is feasible, elect to continue this BAA and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form, provided that if Business Associate reasonably can show that it is infeasible to return or destroy any such Protected Health Information, Business Associate must continue to extend the protections under this BAA to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

Article 6 - Miscellaneous

6.1 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This BAA shall replace and supersede any prior Business Associate Agreement between the Parties.



NFP CORPORATE SERVICES (TX), Inc.

By: _____
Name

Signature

CLIENT / PLAN SPONSOR

By: Ruben Becerra, Hays County Judge
Name

Signature



March 12, 2024

Stephanie Hunt
Hays County Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Re: Engagement of Services

Dear Hays County:

We, NFP Corporate Services (TX), LLC], a Texas [entity] (“NFP”), a subsidiary of NFP Corp., a Delaware corporation, are delighted to have the opportunity to work with your company, Hays County (“Client”) (each a “Party” and collectively the “Parties”). This letter, along with the attached Schedules referenced below and incorporated herein (collectively, the “Agreement”), memorialize the terms of our engagement.

Schedules.

- Schedule A: Consulting Services
- Schedule B: General Terms & Conditions
- Schedule C: Business Associate Agreement
- Schedule D: Fee Structure (see separate attachment)

408(b)(2) Disclosure.

Regulations promulgated by the U.S. Department of Labor, known as the “408(b)(2) regulations,” require covered service providers to ERISA-covered health plans to provide disclosures, in writing, regarding their services and compensation. The disclosures contained in this Agreement are made in accordance with section 408(b)(2) regulations and are intended to assist the Client in determining whether NFP’s services and compensation are reasonable.

Confidentiality.

The terms of this Agreement, along with the 408(b)(2) disclosures, contents and related information, including the fee arrangements, is confidential to NFP, as is any advice that NFP provides to Client. To that end, by signing below, Client agrees not to provide this Agreement and/or disclose its terms and conditions, including the contents of these 408(b)(2) disclosures to any third party unless Client is advised by legal counsel it is required to do so by law.

ACKNOWLEDGEMENT AND ACCEPTANCE

Please confirm that you have read, understood, and agreed to the terms above and in this engagement by signing where indicated below. The Agreement may be executed in one or more counterparts and when signed by both Client and NFP shall constitute a single instrument. Should you have additional questions, please do not hesitate to contact us.

Very truly yours,

Mark O’Leary
Vice President, Benefit Consultant



NFP Corporate Services (TX), [LLC]

Hays County
Client LEGAL ENTITY/NAME

Accepted by: _____

Accepted by: _____

Print Name: _____

Print Name Ruben Becerra

Title: _____

Title: Hays County Judge

Date: _____

Date: _____

NFP Contact Information

Client Contact Information

Name: _____

Name: Shari Miller, HR Director

Address: _____

Address: 712 S. Stagecoach Trail, Ste. 1063

City, State Zip: _____

City, State Zip: San Marcos, TX 78666

Phone, Fax: _____

Phone, Fax: 512-393-2245

E-mail: _____

E-mail: shari.miller@co.hays.tx.us



Schedule A - Consulting Services (“Services”)

(Services are disclosed pursuant to and in accordance with the 408(b)(2) regulation)

Scope of Work per RFP 2024-P07 Employee Benefits Consulting Services & NFP Corporate Services (TX), LLC Proposal:

Consulting

- Provide information to the County regarding regional and national trends, labor market conditions, claims cost trends, alternative delivery systems, legal requirements, and innovative ideas in medical, dental, prescription drug, and employee wellness/assistance benefit plan design and administration with implication and cost benefit analysis.
- Review and report on plan performance benchmarks with comparisons to the local area and industry studies.
- Identify goals, analyze program cost and risk management strategies, and assist with a strategy for funding arrangements in the areas that impact benefits to attain the highest level of efficiency, cost savings, and employee satisfaction.
- Review and evaluate current scope of benefits package (e.g. types and levels of coverage), with evaluation of existing benefits and recommendations for updates, new products, programs and services to ensure competitive benefits plans.
- Provide data on current and proposed local, state and federal legislation and regulations, interpretive guidance and ensure regulatory compliance.
- Review medical, dental, prescription drug, and employee wellness/assistance benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures.
- Review prior to delivery, the excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements.
- Review, coordinate and implement County agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction.

Compliance

- Provide general information, guidance, and review compliance with FMLA, ADA, ACA, USERRA, COBRA, HIPAA, Medicare Part D, and other regulatory compliance and reporting that affects the administration of plan benefits and all related plan documents.
- Research and advise Hays County on any new developments in relevant law and employee benefit programs and ensuring the county remains in compliance with these new laws.



- Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and programs as they relate to plan documents or contracts.

Plan Analysis and Evaluation

- Review and make recommendations regarding (1) existing health benefit plan and programs, (2) modifications to the existing plan design, cost (rates), and cost shares, and (3) potential benefit plan options.
- Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that the County is receiving optimum service and benefits from each carrier and vendor.
- Review specific stop loss limits.
- Review medical, dental, prescription drug, and employee wellness/assistance plan documents for content and legal requirements to ensure compliance.
- Review and evaluate claims history for benefit programs currently in place and provide an analysis of current provider networks and possible options.
- Work with County to develop funding and contribution strategies.
- Advise County regarding “gaps” in coverage and/or inadequate coverage.

Plan Renewal Process, Analysis & Negotiations

- Participate with Hays County in all negotiations with prospective providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions.
- Develop carrier renewal strategy with County.
- Provide alternatives with cost impact of benefit plan changes.

Formal Bid/Proposal Process (Projected Year - 2024)

It is the County’s intent in 2024 to go out for formal bid/proposal for health benefit plan and programs for a six (6) year term. NFP will work with our Purchasing Office to assist in the following:

- Assist the Purchasing Department with the development, preparation and review of RFP and related contracts and proposals for new and existing benefit programs.
- Assist in the development of bid specifications, which shall include but not limited to health plan, administration, Employee Assistance Program, pharmacy, dental, vision, Wellness programs and disease management programs, optional plans and other benefits and services the County deems necessary.
- Assist in developing bid specifications for the County’s benefit programs.
- Assist the Purchasing Department to answer any questions received to ensure complete understanding of the County’s intent.
- Assist in the evaluation of bids/proposals received and offer recommendations.

- Collect, organize, and analyze the data into a format conducive to receiving responses for inclusion in the analysis of the bids/ proposals.
- Evaluate eligibility, cost sharing and benefits structure and network savings.
- Evaluate cost containment alternatives to help control current and future plan costs in conjunction with the rate review.
- Prepare a spreadsheet analysis of bids/proposals received so that a comparison can be made.
- Prepare a narrative, with recommendations, discussing the bids/proposals and various options under consideration.
- Assist Purchasing and Legal Counsel with contract negotiations with benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high-cost procedures, in-patient data, etc.
- If necessary, develop and monitor a transition plan to a new carrier or administrator so that there is no disruption of employee benefits
 - Coordinate between new carrier and/or administrators and the County, enrollment of employee benefit programs,
 - Assist in the development of materials to communicate to employees any benefit changes.



Schedule B

General Terms and Conditions

GENERAL

The provisions of this Schedule B will apply to the Services provided under this Agreement. Notwithstanding the foregoing, in the event that the terms and conditions described in this Schedule B are inconsistent with the terms and conditions described in another Schedule that specifically apply to the services being provided under that Schedule, the terms and conditions described in the other Schedule shall control.

TERM AND TERMINATION *(Disclosed pursuant to and in accordance with the 408(b)(2) regulation)*

1. This engagement shall be in force for an initial term commencing on March 12, 2024, and ending on March 11, 2025 (the "Initial Term").
2. NFP's engagement hereunder may be terminated as follows:
 - a. During the Term, by either Party thirty 30 days after written notice to the other Party advising of a breach of any material term of this engagement by the other Party, which breach is not or cannot be remedied within thirty 30 days following written notice thereof. Such written notice shall include a detailed description of such breach and potential remedies for addressing the breach, if any.
3. Termination of the Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either Party during the term of the Agreement. Upon termination of the Agreement, NFP will render a final invoice for services through date of termination for work completed.

REPORTING

NFP shall render periodic reports to the designated Client representative as may be requested from time to time in writing. Any information required for the performance of the services shall be obtained from the designated Client representative.

NFP's performance of the Services is dependent upon Client providing NFP with accurate and timely information and assistance as NFP may reasonably request from time to time. Client shall use reasonable skill, care and attention to ensure that all information NFP may reasonably require is provided on a timely basis and is accurate and complete. Client shall notify NFP if Client subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon. The inability to supply NFP with the agreed upon information in a useable form within the amount of time reasonably required by NFP may increase fees and delay completion.

STATUS OF NFP

The parties acknowledge and agree that the relationship of NFP to Client is that of an independent contractor and NFP is not the Client's employee, principal, director, agent, master, or servant. No provision contained herein shall be construed as establishing an employment relationship between the parties or between Client and any employee or consultant of NFP. Client acknowledges that services delivered in connection with this engagement may be through an entity under common control with NFP y ("Affiliate") or a subcontracted third-party.

Client acknowledges and agrees that: (i) NFP shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) NFP shall have no obligation to ensure



that Client's employee benefit plans are being administered in compliance with applicable law and the terms and provisions of the applicable plan documents; (iii) NFP shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iv) NFP shall perform services pursuant hereunder in a non-fiduciary capacity, and NFP is not assuming any fiduciary obligations under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") as a result of services provided. Client agrees to notify NFP as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect NFP in the performance of its obligations hereunder.

CONFIDENTIALITY AND DATA PROTECTION

1. All Confidential Information (as defined below) of one Party disclosed to the other Party hereunder will remain the exclusive and confidential property of the disclosing Party. The receiving Party will not disclose the Confidential Information of the disclosing Party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own Confidential Information, but in no event less than reasonable care. The receiving Party will limit access to Confidential Information to its personnel with a need to know such Confidential Information and will instruct such personnel to keep such information confidential. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information (a) to the extent necessary to comply with any law, rule, regulation, legal process or ruling applicable to it, (b) to the extent necessary to enforce its rights under this Agreement and (c) in the case of NFP and Affiliates, to the extent necessary to perform the services under this engagement. Client acknowledges and agrees NFP, in its role as insurance broker or consultant is permitted to disclose Confidential Information to any markets, wholesalers, and third party intermediaries that need to know such information in order to perform the contemplated Services and is not responsible for the actions of such third-parties. Upon the written request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession (other than (x) archive data copies or information that is embedded within the computer hardware or other technical systems used to perform the services hereunder, and (y) in accordance with internal document retention policies and procedures for legal, compliance or regulatory purposes). For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including trade secrets, provided by the disclosing party to the receiving party for use in connection with services which is marked as confidential or reasonably should be known as confidential in light of the circumstance, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Notwithstanding the foregoing, NFP may use Client's and its employees' information for purposes other than the performance of the services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data.
2. NFP has implemented administrative, technical, physical, and organizational measures to help ensure the security and confidentiality of any personally identifiable information or proprietary data received in connection with the services. The security measures will be in material compliance with applicable data protection law. In performing the services, NFP will comply with all applicable local, state and federal laws and regulations pertaining to protection of personally identifiable data, privacy and security.
3. NFP (and as applicable) each Affiliate further acknowledge and understand that to the extent it receives Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") while performing services on behalf of Client, then in order to



safeguard PHI from inadvertent and/or unauthorized disclosures, NFP and each Affiliate agrees to comply with the terms and conditions of the attached Business Associate Agreement attached hereto and incorporated by reference herein.

LIMITATION OF LIABILITY; DISCLAIMER

Under no circumstances will NFP and any Affiliate be liable for indirect, incidental, consequential, or exemplary damages, such as, but not limited to, damages arising from loss of or denial of benefits, overcharges of vendor premiums, loss of revenue, data, or anticipated profits, or lost business irrespective of whether such damages were incurred by Client due to NFP or any Affiliate's negligent act, willful misconduct or omission, breach of contract, breach of warranty, negligence, strict liability, misrepresentation or other torts. NFP's aggregate liability under this Agreement shall not exceed the amounts received by NFP under this Agreement in the twelve (12) months prior to the event occurring for which Client seeks damages from NFP. Affiliate's aggregate liability for damages shall not exceed the amounts received by Affiliate for providing services under this arrangement in the twelve (12) months prior to the event occurring for which Client seeks damages.

NFP shall not be liable for any delay in performance or failure to perform caused directly or indirectly by fire, explosion, accident, flood, labor trouble, weather condition, any regulation, rule or act of any government or governmental agency, act of God, armed conflicts, civil commotion, pandemic, interruption in services furnished by a public utility, data processing/storage vendor, or internet provider, or any other cause or damage that is beyond the reasonable control of NFP or any of its sources.

DISCLAIMER.

NFP will not be responsible for any of the following: (i) errors or omissions by Client, any plan representative or fiduciary, or their respective officers, director, agents, and employees; (ii) failures, errors or omissions by Client or its vendors, or their respective officers, directors, agents, and employees; (iii) failure by any Party to provide any required or necessary information or data to NFP on a timely basis as necessary or appropriate for the performance of NFP's services; and (iv) any privacy violations or data breaches committed by Client or third-party vendors, or their respective officers, directors, agents, and employees thereof.

MISCELLANEOUS

1. These terms and conditions may only be altered, waived, modified or terminated in writing, signed and delivered by an authorized representative of each of the parties. Other than NFP's assignment to an Affiliate upon written notice to Client, this Agreement may not be assigned by a Party without the prior written consent of the other.
2. Each Party represents and warrants to the other Party that: (i) it has the full power and authority to enter into the Agreement, and (ii) the Agreement is legally binding upon it and enforceable in accordance with its terms.
3. Any false statement or omission with regard to any information supplied by Client to NFP prior to Client and NFP entering into this Agreement shall be deemed a material breach of the Agreement.
4. Client understands, acknowledges, and agrees that any services provided by NFP under the Agreement are not being provided as an inducement to purchase insurance coverage of any kind.



5. The parties acknowledge and agree that no parties other than NFP, any of NFP's Affiliates and Client are intended to benefit hereunder. No rights of any third party are created by the Agreement and no person other than NFP, any of NFP's Affiliates and Client may rely on any aspect of the Agreement notwithstanding any representation, written or oral, to the contrary.
6. No delay or failure to exercise any right or remedy under these terms and conditions shall operate as a waiver of any term or condition, except where specifically provided to the contrary. Failure of either Party to take action for any breach of any term or condition shall not be construed as a waiver of the relevant provision or of the right to enforce or take advantage of the same in respect of such breach or of any future breach, nor shall it excuse either Party from future performance in strict accordance with the provisions of the Agreement.
7. If any court of competent jurisdiction or arbitrator finds any provision of these terms and conditions invalid, illegal or unenforceable, such provision shall be severed and the remainder of the terms and conditions shall remain valid and enforceable. The invalid or unenforceable provision shall be replaced by a provision as similar as possible and which is valid and enforceable.
8. This engagement is made under and shall be governed by the laws of the State of Delaware as if fully performed therein, notwithstanding choice of law principles. Before commencing formal legal proceedings in connection with the engagement for service, the parties agree to use good faith efforts to informally resolve any disputes arising hereunder for a period of no less than thirty (30) days. Any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification hereof, or any other claims between the parties shall be determined by confidential arbitration in under the auspices of JAMS and pursuant to the Federal Arbitration Act; provided however, that any action to compel or stay arbitration, for any dispute regarding the arbitrability of a claim relating to or arising under this Agreement, or an action seeking injunctive relief under this Agreement may be brought in any state or federal court of competent jurisdiction. **The parties acknowledge and agree that in connection with any proceeding hereunder, including arbitration, they are waiving their right to trial before a court and/or jury.**
9. This Agreement reflects the entire agreement and understanding of the parties, with respect to the subject matter herein and the consulting service; there exist no other agreements, whether oral or written and this supersedes any prior written or oral agreements between the parties.
10. Electronic copies of the Agreement shall be deemed to have the same legal force and effect as the original signed copy.
11. This Agreement shall be viewed as if prepared jointly by NFP and Client. Client has either retained counsel, or had the opportunity to do so to review this Agreement. With respect to any dispute concerning the meaning of the Agreement, the Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of the Agreement shall be construed against NFP on the basis that NFP drafted it.
12. All notices and demands related to this Agreement shall be given in writing by hand delivery, overnight courier delivery with signature verifying receipt required, or by e-mail, at the contact information given above. All confirmations by mail shall be made by certified mail, postage prepaid, return receipt requested. Notice by mail shall be considered given and effective when delivered. Notice by e-mail shall be considered given and effective on the business day of such delivery if sent by 5:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding business day. Unless



otherwise advised in writing by the other Party, each Party shall transmit notices and demands to addresses indicated above.



**Schedule C
(attach separately)**

Business Associate Agreement



Schedule D
Fee Disclosure sent/attached separately -Fees for Consulting Services



OFFICE OF THE 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

Pricing Clarification Request
RFP 2024-P07 Employee Benefits Financial Consulting Services

Submit by: Monday, January 22, 2024 @12:00 PM (CST)

Submit to: purchasing@co.hays.tx.us Please submit all responses electronically.

Instructions: Submit the requested information below based on the information outlined in this Clarification Request document.

The following is the area on which the Evaluation Committee has requested additional clarification:

Term of Contract:

II. Summary, 7. Optional Contract Terms of the RFP documents stated that: "Optional Contract Terms: Five (5), one (1) year renewal options."

Revised RFP: Amend II. Summary 7. Optional contract Terms, the term of the RFP is only for one year.

If there are any questions or concerns related to this Clarification Request, please contact Stephanie Hunt, Hays County Purchasing Agent. purchasing@co.hays.tx.us

Period	Cost Per Year	Monthly Billed Amount
Year 1	\$52,920	\$4,410.00

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: NFP Corporate Services (TX), LLC

Printed Name: Mark C. O'Leary

Signature: 

Email Address: mark.oleary@nfp.com

Phone: 512 317 0710



**Hays County Commissioners Court**

Date: 03/12/2024

Requested By:**Sponsor:**

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to establish one new Community Outreach Specialist grade 116 for Commissioner Precinct 1 and Commissioner Precinct 2 utilizing ARPA Funding effective 3/12/24 and amend the budget accordingly. **INGALSBE/COHEN**

Summary:

The Commissioners in Pct. 1 & 2 are requesting one full-time position for community outreach. This position will assist in both precincts with coordination of community events, maintaining public awareness and all outreach efforts.

Position will be funded through the Pct. 1 & Pct. 2 revenue loss allocations.

Fiscal Impact:

Amount Requested: \$69,407 - annualized for position

\$40,913 - FY24 fiscal impact for position and equipment

Line Item Number: 011-763-99-212]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: Position will be funded with the ARPA Pct. 1 & 2 revenue loss allocation.

Community Outreach Specialist					
Grade 116					
Request			Budget Amendment		
44,170	Base Salary		24,476	011-763-99-212.5021	Increase Staff Salaries
2,400	Travel Allowance		1,330	011-763-99-212.5191	Increase Travel Allowance
540	Telephone Allowance		300	011-763-99-212.5194	Increase Telephone Allowance
47,110	Salary & Allowances		1,619	011-763-99-212.5101_100	Increase FICA
10,067	Fringe		379	011-763-99-212.5101_200	Increase Medicare
12,230	Insurances		3,582	011-763-99-212.5101_300	Increase Retirement
69,407	Total Annualized		6,517	011-763-99-212.5160_400	Increase Medical
38,463	FY24 (eff 3/12/24)		224	011-763-99-212.5160_500	Increase Dental
1,500	Laptop/Docking		36	011-763-99-212.5160_600	Increase Life
750	Monitors		1,500	011-763-99-212.5712_400	Increase Computer Eqpt_Ops
200	Adobe		750	011-763-99-212.5202	Increase Data Supplies
40,913	Total Request		200	011-763-99-212.5429	Increase Software Licenses
			(40,913)	011-763-99-212.4301	Increase Intergovernmental Revenue

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$40,913 in Intergovernmental Revenues from ARPA 2nd tranche funds

Comments:



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Gary Cutler, Sheriff

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Hays County Mental Health Deputy Mohammad Zaqzouq regarding additional K-9 services to the Hays County Sheriff's Office for purposes of mental health initiatives and additional, related, therapy options. **INGALSBE/CUTLER**

Summary

Attachments

PSA - Mental Health K-9

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 Hays County Sheriff’s Office Mental Health Deputy Mohammad Zaqzouq, (hereinafter “Contractor”), whose primary place of business is located at the Hays County Public Safety Building, 810 S. Stagecoach Trail, San Marcos, Texas, 78666, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 27th day of February, 2024 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

The parties enter into this Professional Services Agreement for the provision of additional K9 services to the Hays County Sheriff’s Office for purposes of mental health initiatives and additional, related, therapy options.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Hays County Sheriff’s Office 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 “C”), 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 “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be completed on an as-needed basis for the safety and benefit of Hays County and Hays County citizens. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice.

5. COMPENSATION

The Parties agree that Contractor will not be compensated for the K-9 services provided.

6. PAYMENT

There shall be no invoicing required for the services provided pursuant to this agreement.

7. 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>.

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.

8. 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 other legal expenses, arising directly or indirectly from or in connection with: (i) any negligent, reckless, or intentionally wrongful act of Contractor or Contractor's assistants, employees, subcontractors, or agents; (ii) any breach by the Contractor or Contractor's assistants, employees, subcontractors, or agents of any of the covenants contained in this Agreement; (iii) any failure of Contractor or Contractor's assistants, employees, subcontractors, or agents to perform the Services in accordance with all applicable laws, rules and regulations; or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from Contractor or Contractor's assistants, employees, subcontractors, or agents' negligent, reckless, or intentionally wrongful acts.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

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 other legal expenses, arising directly or indirectly from or in connection with harm caused by or to the K-9 from its services provided in active line of duty.

9. 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.

10. 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.

11. 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.

12. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

13. 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.

14. 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.

15. 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.

16. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

17. 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.

18. 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.

19. 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.

20. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County or Contractor for any reason whatsoever, by providing thirty (30) days written notice to the other party. At all times Contractor's K9 remains under his ownership. Upon termination of the Agreement, Contractor's K9 will solely remain under the control and ownership of Contractor.

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

By: Ruben Becerra
Hays County Judge

By: Mohammad Zaqzouq
Contractor

EXHIBIT A

Scope of Work

- Contractor shall provide the K9 he owns as a certified Therapy Dog to join the currently existing Hays County Sheriff's K9 Unit.
- Contractor shall be required to submit proof that his K9 meets all training and certification requirements as currently mandated by Hays County.
- Hays County shall be required to provide future training, certification, and expense requirements for the K9. This includes but is not limited to annual training, travel/lodging for future training as needed, ongoing veterinarian care/vaccines as needed, K9 equipment, food, and liability insurance.
- The criteria for prospective handlers shall include, but are not limited to:
 - Be able to read their animal's particular body language and recognize when their animal is stressed, anxious, concerned, overstimulated or fatigued;
 - Be able to demonstrate positive interactions with their animal by praising, cueing, encouraging and reassuring the animal is needed;
 - Be able to cue or redirect their animal without raising their voice, forcefully jerking on the leash or offering the animal food or toys;
 - Be able to make casual conversation with those they interact with while still being attentive to their animal;
 - Advocate for the safety and well-being of their animal at all times;
 - Must attend and complete successfully the Canine Good Citizen certification;
 - Must take and complete a Handler Course either in person or online;
 - Must take and complete successfully the Pet Therapy Class – Level 1 – Austin Dog Alliance Classes which meet for an hour once a week for six (6) weeks.
- The scope of work and services provided by Contractor's K9 will be under the direction, supervision, and control of Hays County in the same manner and practice as all other K9's currently within the Hays County Sheriff's Office.
- The uses provided by said K9 include, but are not limited to:
 - Home visits and proactive follow ups to bridge socialization and communication between citizens and law enforcement/mental health officers;
 - Calls for Service as needed, such as those involving children or with known person's that are in crisis;
 - Boost morale and relieve stress among employees of the Sheriff's Office;
 - Community Events (i.e. Halloween/Christmas events, Junior Deputy Academy, recruiting, etc.);
- Therapy Dog Programs and additional scope of services will help:
 - Children with behavioral and emotional disabilities:
 - Reduces Anxiety and anger;
 - Increase communication;
 - Produces social interactions;
 - Positive Mood Stabilizer;
 - Helps with teaching responsibility;
 - Stimulates cognitive response.
 - Veterans:

- Decreases anxiety in public places;
- Reduces symptoms of PTSD;
- Increase in undisturbed sleep patterns;
- Produces social interactions;
- Stimulates cognitive responses.

EXHIBIT B

Fee Schedule

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

CUTLER

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action authorizing the execution of a License and Service Agreement with Callyo 2009 Corp. valued at \$9,840.00 from the Sheriff Drug Forfeiture Funds; authorize a waiver to the purchasing policy and amend the budget accordingly. **SMITH/CUTLER**

Summary:

A waiver to the purchasing policy to obtain three quotes is being requested to purchase Callyo Plus investigative tool used by the Sheriff's Office due to the extensive list of investigative tools offered. The S.O. will use Sheriff Drug Forfeiture Funds for this purchase.

Fiscal Impact:

Amount Requested: \$9,840

Line Item Number: 053-618-00.5429

Budget Office:

Source of Funds: Sheriff's Drug Forfeiture Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$9,840 - Increase Software License 053-618-00.5429

(\$9,840) - Decrease Criminal Investigation 053-618-00.5362

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: Requesting a waiver to the purchasing policy to obtain three quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

License and Service Agreement
Proposal

License & Services Agreement

This is an agreement between you and any entity, organization, or governmental entity you are authorized to bind (hereinafter collectively referred to as "Licensee," "You," or words of similar import) and Callyo 2009 Corp. and its subsidiaries and affiliates (collectively "Callyo," "we," "us," or words of similar import). In order to use any Callyo software applications ("Applications"), access the information contained on the Callyo website (the "Website"), or otherwise make use of any of the services or materials provided by Callyo (the "Services"), you must first read this agreement (the "Agreement") and accept it. You may not use or permit any person to access or use under your or authority or direction (whether they are acting in accordance in the course of such access or use or not) the Website, Applications, or Services if You do not accept this Agreement and the terms herein. You accept the terms of the Agreement by clicking to accept, by agreeing to the terms of the Agreement in the user interface for any of the Website, Applications, or Services, or by using the Website, Applications, or Services. In the latter case, You understand and agree that Callyo will treat Your use of the Website, Applications, or Services as acceptance of the terms from that point onwards. From your acceptance of these terms and conditions, these terms and conditions shall replace any other terms of service that may have previously applied to your use of the Website, Applications or Services.

By signing this Agreement, putting a check mark next to I AGREE and clicking on SIGN & CONTINUE or by using the Website, Applications, or Services, You represent that You have read and agree to the terms and conditions of this Agreement, which also include and incorporate Callyo's Acceptable Use Policy and Privacy Policy. These terms and conditions will remain in effect throughout Your use of the Website, Applications, and Services and continue after this Agreement expires or is terminated as set forth herein. These terms and conditions are legally binding should You choose to proceed with use of the Website, Applications, or Services.

RECITALS

WHEREAS, Callyo offers various technical products and services to law enforcement agencies; and

WHEREAS, Licensee desires to use certain products and services offered by Callyo.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, Callyo and Licensee agree as follows:

1. License, Restrictions, Ownership

A. License. For the Term (as defined below) of this Agreement, Callyo hereby grants to Licensee a limited, non-assignable, non-exclusive, non-sublicenseable, revocable license to

use the Website and any Applications and Services to which Licensee subscribes in accordance with the terms of this Agreement.

B. Restrictions. Except as otherwise provided herein, Licensee shall not itself, or permit any person to:

- i. copy, sell, transfer, sublicense, publish, or otherwise distribute or dispose of the Website, Applications, or Services, in whole or in part;
- ii. allow any unauthorized third party to access the Website, Applications, or Services for any purpose whatsoever;
- iii. modify, decode, reverse-engineer, decompile, or disassemble the Website, Applications, or Services, in whole or in part; nor
- iv. act as a "service bureau" of the Website, Applications, or Services to third parties.

C. Non-Competition / Non-Reproduction. During the Term of this Agreement and for two years thereafter, Licensee shall not develop or assist another in developing any applications, products or services for internal or external use that compete with or perform similar functions as the Website, Applications, or Services.

D. Ownership by Callyo. Callyo retains exclusive title to and ownership of the Website, Applications, and Services, and all Intellectual Property Rights created in the course of or otherwise arising out of the provision of the Services, including but not limited to Intellectual Property Rights in the Website and in the Applications made available to Licensee or any Licensee User (as defined below), any source code used to provide the Website, Applications, or Services and the processes employed by Callyo in relation to the Services, and any customizations, modifications and derivative works thereof. No implied rights are granted to Licensee by this Agreement, and all such rights shall vest in and be owned absolutely by Callyo on creation.

E. Ownership by Licensee. Licensee shall retain exclusive title to and ownership of audio recordings, call log entries, messages, GPS location information, and other data generated by Licensee's use, or use by any person acting under Licensee's authority, direction, or permission ("Licensee Users"), of the Website, Applications, and Services ("Customer Data"), and any of Licensee's pre-existing intellectual property rights created prior to the date of this Agreement.

F. Availability of Customer Data. During the Term of this Agreement, Callyo will make commercially reasonable efforts to ensure that Customer Data not stored on a Network Appliance (as defined below) will remain available to Licensee via the Website for the Term of this Agreement (as defined below).

G. Intellectual Property Rights. In this Agreement, "Intellectual Property Rights" means rights in patents (including utility models), designs (whether or not capable of registration),

semi-conductor topography rights, copyright, moral rights, database rights, trademarks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality and other proprietary rights including rights to know-how and other technical information and applications to register any of the foregoing and all rights in the nature of any of the foregoing anywhere in the world.

2. Technical Support, Maintenance, and Unavailability

A. Technical Support. During the Term of this Agreement Callyo shall provide technical support for the Website and any Applications and Services to which Licensee subscribes, via telephone or through electronic mail, as follows:

- i. reasonable assistance in the installation and initial deployment of the any Applications and Services to which Licensee subscribes;
- ii. an initial orientation in the use of any Applications and Services to which Licensee subscribes; and
- iii. reasonable responses to Licensee's requests for follow-up technical support regarding the use of any Applications and Services to which Licensee subscribes on an as-needed basis.

B. Maintenance. During the Term of this Agreement, Callyo shall provide Licensee with revisions and updates to any Applications and Services to which Licensee subscribes (but not new Applications or Services, which shall only be provided on terms as determined by Callyo, in its sole and absolute discretion) as and when generally released to the public by Callyo. Callyo shall use commercially reasonable efforts to remedy errors or malfunctions of any Applications and Services to which Licensee subscribes that are not caused, directly or indirectly, by Licensee or anyone acting with Licensee's permission.

C. Unavailability. The Website, Applications, or Services, or any part of them, may not be available for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including but not limited to:

- i. internet outages, system failures or other interruptions;
- ii. mobile or PSTN telephony network outages, delays, or other interruptions; and
- iii. Callyo's election to suspend access to any portion or all of the Website, Applications, or Services at any time (collectively, an "Application Suspension"):

(I) for scheduled downtime to permit Callyo to conduct maintenance or make modifications to the Website, Applications or Service;

(II) in the event of a denial of service attack (DDoS) or other attack on an Website, Applications, or Service, or other event that Callyo determines may create a risk to the applicable Website, Application, or Service to any Licensee, if the Website, Application, or Service were not suspended; or

(III) upon Callyo's determination, in its sole and absolute discretion, that any Website, Application, or Service is prohibited by applicable law or that suspension is necessary or prudent for legal or regulatory reasons.

WITHOUT LIMITATION TO SECTION 10 HEREOF, CALLYO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES (INCLUDING PERSONAL INJURY OR DEATH) THAT LICENSEE MAY INCUR AS A RESULT OF ANY APPLICATION SUSPENSION. To the extent Callyo is able, Callyo will endeavor to provide Licensee notice of any Application suspension and to post updates on the Website regarding resumption of Applications or Services following any such suspension, but shall have no liability for the manner chosen or the failure to do so.

3. Optional Hardware

A. Ownership. Callyo may, in its sole and absolute discretion, offer to furnish Licensee with a Network Appliance for Licensee's use with the Services during the Term of the Agreement. The Network Appliance is and shall remain the property of the Licensee. Risk in the Network Appliance shall transfer to Licensee on delivery, and shall remain with Licensee.

B. Unavailability. In the event of internet outages, system failures or other interruptions, data will not be transferred to a Network Appliance or available on the Website until the Network Appliance's connection is restored.

C. Network Security and Updates. Licensee is solely responsible for determining and providing the necessary physical, network, and other security for any Network Appliance, and for determining and applying any updates or patches to the Network Appliance. Callyo reserves the right to terminate its support of Licensee's Network Appliance for any reason, including (but not limited to) its learning that Licensee has failed to adequately secure or update the Network Appliance.

D. Limitation of Liability. WITHOUT LIMITATION TO SECTION 10 HEREOF, CALLYO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES (INCLUDING PERSONAL INJURY OR DEATH) THAT LICENSEE MAY INCUR AS A RESULT OF ITS USE OF A NETWORK APPLIANCE SUPPLIED BY CALLYO.

4. Fees and Payment

A. Optional Free Trial. Callyo may, in its sole and absolute discretion, offer a free trial subscription to its Website, Applications, and/or Services, and such trial subscription shall be of limited duration determined by Callyo. If Licensee is offered and accepts such a free trial subscription, it shall not seek nor accept another such free trial subscription at any time, directly or indirectly through an affiliate or other Representative (as defined below). If Licensee or its affiliates or Representatives creates multiple free trial accounts, Callyo may suspend those accounts without notice and take any actions to prevent additional violations.

B. Fees. Except during the term of a valid free trial subscription, Licensee shall pay the applicable fees for use of the Applications, Website, and Services, as set forth on the Website or otherwise communicated in writing to Licensee before Licensee begins using the Applications, Website, or Services (the "Fees"). Callyo may increase or add new Fees upon 30 days' advance notice. If Callyo increases such fees during the term of this Agreement, such increase shall provide Licensee with the option to terminate. All Fees are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax, for which Licensee shall be solely responsible. Licensee shall provide Callyo will provide such information as reasonably required to determine whether Callyo is obligated to collect VAT from Licensee.

C. Manner of Payment. Licensee shall pay the Fees in the manner set forth on the Website or as otherwise communicated in writing to Licensee. All Fees payable by Licensee under this Agreement shall be made in accordance with the Texas Prompt Payment Act.

D. Fee Disputes. Should Licensee have any dispute as to Fees charged, Licensee shall notify Callyo of such dispute at billing@callyo.com within sixty (60) days of the date of the activity that generated such dispute. Any and all refunds issued to resolve such a dispute shall be issued as credits to Licensee's account, but in no event shall there be any cash refunds. Licensee waives and shall not pursue any claims against Callyo regarding any dispute as to Fees that is not raised with Callyo at billing@callyo.com within sixty (60) days of the date of the activity that generated such dispute.

E. Default Interest. Callyo shall be entitled to charge interest on any validly issued invoices paid late at a rate equal to the lesser of (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. Interest due under this Section shall accrue until actual payment of the overdue amount, whether before or after judgment.

5. Marks

Neither party shall use or display the other party's names, trademarks, service marks, logos, or domain names (individually and collectively referred to as the "Marks") without the other party's written permission, and then in accordance with, and without violating, the terms of this Agreement (such as, but not limited to, Section 8 [Confidentiality]).

6. Licensee Obligations

A. Callyo Policies. Licensee shall, and shall ensure that Licensee Users shall, abide by the terms of Callyo's Acceptable Use Policy and Privacy Policy posted on the Website, as updated during the Term of this Agreement from time to time (such revised versions to become effective (10) calendar days after the date of posting on the Website). Licensee agrees to periodically access the Acceptable Use Policy and Privacy Policy to ensure its ongoing compliance with them.

B. Callyo Intellectual Property. Licensee may not, and shall ensure that Licensee Users shall not, remove, obscure, or alter any notices of any Callyo trademark, service mark or other intellectual property or proprietary right appearing on or contained within the Website, Applications, or Services.

C. Emergency Services. Licensee shall not, and shall ensure that Licensee Users shall not, use any Applications to access any 911 or similar emergency services. The Applications are not intended to replace any primary phone service, and may not be used to contact emergency services.

D. Export Restrictions. The Applications and Services may include data subject to restrictions under export control laws and regulations. Licensee agrees that it will, and will ensure that Licensee Users will, comply with these laws and regulations, and will not export or re-export the Applications or Services, or any part of the Applications or Services, in violation of any laws and regulations, directly or indirectly.

E. Security. Licensee acknowledges that it bears sole responsibility for adequate security, protection and backup of all Customer Data downloaded from the Callyo Website and all data stored on Licensee's Network Appliance. WITHOUT LIMITATION TO SECTION 10, CALLYO WILL HAVE NO LIABILITY FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION, DELETION, DESTRUCTION OR LOSS OF SUCH DATA.

F. Credentials. A Licensee User is the only person authorized to use that Licensee User's user ID and password, and Licensee shall ensure that each Licensee User will maintain the confidentiality of its user ID and password. Licensee shall ensure that Licensee Users shall not permit or allow other persons to have access to or use that Licensee User's user ID and password. Licensee is responsible for the use of the Website, Applications, or Services under each Licensee User's user ID. Licensee authorizes and directs Callyo to carry out all transactions initiated with a Licensee User's user ID and/or password. If a Licensee User's password is compromised, Licensee shall ensure that the relevant Licensee User changes its password and notify Callyo immediately to prevent unauthorized use of Licensee User's account.

G. Compliance With Law. Licensee acknowledges that Callyo undertakes no responsibility for determining whether Licensee's or a Licensee User's use of the Website, Applications, or Services complies with or violates any applicable law, and disclaims any such liability. WITHOUT LIMITATION TO SECTION 10, LICENSEE ASSUMES FULL AND EXCLUSIVE

RESPONSIBILITY FOR, AND CALLYO SHALL HAVE NO LIABILITY FOR, MAKING SUCH A DETERMINATION, AND FOR ANY CONSEQUENCES IF USE OF THE WEBSITE, APPLICATIONS, OR SERVICES BY LICENSEE, LICENSEE'S USERS, LICENSEE'S REPRESENTATIVES, OR ANY THIRD PARTY ACTING AT LICENSEE'S AUTHORIZATION OR DIRECTION IS FOUND TO VIOLATE ANY APPLICABLE LAW.

H. Use By Authorized Third Parties. In the course of public safety operations or criminal investigations, Licensee may authorize or direct Licensee Users who are cooperating third parties to utilize the Applications to which Licensee has subscribed if those License Users agree in writing to release Callyo and its successors, parent companies, subsidiary companies, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, agents, employees, representatives, assigns, and successors in interest (collectively, "Representatives") of any liability for claims for loss or damage to property or personal injuries, including death, to the fullest extent allowed by applicable law.

I. Licensee User Access. Prior to permitting any Licensee User to access the Website, Applications or Services, the Licensee shall provide the Licensee User with the following notice in a written agreement with the Licensee User to which it grants access to the Website, Applications and Services:

[Licensee] is providing [Licensee User] with use of one or more software applications licensed by, or services that are provided by Callyo 2009 Corp. [Licensee User] assumes all risks of using these software applications and services. [Licensee User] acknowledges that Callyo 2009 Corp. has no responsibility for determining whether the use of the services complies with, or violates any applicable laws, or whether using the services will provide evidence that is admissible in any criminal or civil proceedings. In exchange for and as a condition of being granted the ability to use the software applications and the services, [Licensee User] releases and discharges Callyo 2009 Corp., together with its successors, parent companies, subsidiary companies, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, agents, employees, representatives, assigns, and successors in interest, from any and all past, present or future claims of any nature whatsoever, known or unknown, including (but not limited to) claims for loss or damage to property or personal injuries, including death, to the fullest extent allowed by applicable law.

J. Notice of Threats. The Licensee shall notify Callyo in writing promptly on becoming aware of any threat to the Website, Application or the Services, or to any Callyo Personnel or any Callyo Representatives, providing reasonable detail about the nature of the threat and any recommended mitigating action that could be taken by Callyo with respect to the threat.

7. Term & Termination

A. Term. The term of this Agreement ("Term") shall commence upon Licensee's acceptance, and will remain in effect for two years, unless sooner terminated pursuant to the terms of this Agreement.

B. Suspension by Callyo. Callyo may suspend Licensee's and Licensee Users' right and license to use the Website, Applications, and/or Services if:

- i. Licensee breaches any material term of this Agreement (including but not limited to a failure to pay on a timely basis any undisputed amount due), and such breach remains uncured for ten (10) days following written notice from Callyo;
- ii. Licensee breaches any term of the Acceptable Use Policy, the Privacy Policy, or Callyo has a good-faith reason to believe Licensee is breaching any term of the Acceptable Use Policy;
- iii. There is an unusual spike or increase in Licensee's use of the Website, Applications, or Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Website, Applications, or Services; or
- iv. Callyo determines, in its sole and absolute discretion, that provision of any Applications or Services to Licensee is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

During the suspension, Licensee and Licensee Users shall not have access to the Website, Applications, or Services unless and until the breach or other circumstance causing the suspension has been cured or otherwise resolved by the parties in writing. Fees will continue to accrue for any Website, Applications or Services that are not suspended, and Licensee shall remain liable for all Fees incurred through the date of suspension. If the breach or other circumstance causing the suspension remains uncured for thirty (30) days after written notice from Callyo, Callyo may exercise its termination rights set forth below.

C. Termination for Cause.

- i. Either party may terminate this Agreement, in whole or in part as it applies to a specific Website, Application, or Service, immediately if the other party breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following written notice by the non-breaching party of such breach.
- ii. Callyo may terminate this Agreement, in whole or in part as it applies to a specific Website, Application or Service, immediately if any breach or circumstance creating a right for Callyo to implement a suspension pursuant to Section 7.B hereof remains uncured after thirty (30) days following written notice from Callyo.

iii. Callyo may terminate this Agreement, in whole or in part as it applies to a specific Website, Application or Service, immediately upon Licensee's liquidation, commencement of dissolution proceedings, disposal of assets, failure to continue business, assignment for the benefit of creditors, or upon the initiation of a voluntary or involuntary bankruptcy or similar proceeding.

iv. Upon termination of this Agreement, Licensee shall remain liable for all Fees incurred through the date of termination, and Licensee's and License Users' rights under this Agreement shall immediately terminate.

D. Termination for Convenience. Either Party may terminate this Agreement at any time, without cause, by providing at least thirty (30) days written notice to the other Party, in accordance with Section 11 of this Agreement.

E. Consequences of Termination. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination. On termination of this Agreement:

i. the Licensee and License Users shall immediately cease all use of the Website, Applications and Services;

ii. each party shall return or, with respect to Callyo allow Licensee to retrieve (or destroy, if requested by the other party in writing) the other party's Confidential Information;

iii. at the other party's request, following the return or destruction of Confidential Information in accordance with Section 7.D.ii above, the party returning or destroying the Confidential Information shall provide the other party with a certificate signed by a director confirming its compliance with that Section; and

iv. the rights and obligations under provisions of this Agreement which expressly or by their nature survive termination shall remain in full force and effect, including the Sections identified in Section 12.L.

8. Confidentiality

A. Non-Disclosure of Confidential Information. SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT, PUBLICLY DISCLOSING THE DESCRIPTION, FUNCTIONS, OPERATIONS, CAPABILITIES, OR USE OF THE WEBSITE, APPLICATIONS, OR SERVICES ("CONFIDENTIAL INFORMATION") COULD COMPROMISE THE EFFECTIVENESS OF THE TECHNOLOGY AND MAY ALLOW INDIVIDUALS WHO ARE THE SUBJECTS OF INVESTIGATIONS TO EMPLOY COUNTERMEASURES TO THIS TECHNOLOGY. SUCH DISCLOSURE COULD COMPROMISE CRIMINAL AND PUBLIC SECURITY INVESTIGATIONS AND COULD ENDANGER THE LIVES AND PHYSICAL SAFETY OF LAW

ENFORCEMENT OFFICERS, CALLYO PERSONNEL, AND OTHER THIRD PARTIES, HAMPERING LAW ENFORCEMENT'S AND OTHER USERS' ABILITY TO PROTECT THE PUBLIC FROM CRIMINAL ACTIVITY AND OTHER THREATS. To ensure that the Website, Applications, and Services and similar technology continue to be available to law enforcement and other users, and to protect Callyo's rights, Licensee shall not (and shall ensure that Licensee Users shall not) disclose Confidential Information to any third party, or allow Confidential Information to be disclosed to any third party, without Callyo's prior written consent, to be given in Callyo's sole and absolute discretion. Without limitation, the foregoing does not allow Confidential Information to be disclosed in press releases, interviews, court documents or legal filings, judicial or administrative proceedings (including, without limitation, in pre-trial matters, in search warrants and related affidavits, in grand jury proceedings, or in any phase of a criminal or civil trial or appeal), or during public forums or other proceedings. Licensee Data downloaded from the Website is purposely free of Callyo Marks to prevent disclosure in court documents. In no event, unless compelled by a court, shall Licensee allow the defense in a criminal proceeding to see the Callyo name or mark. The foregoing does not prevent the disclosure and use of evidentiary results obtained through use of the Website, Applications, or Services, provided no Confidential Information is disclosed (such as, without limitation, the means by which the evidentiary results were obtained).

B. Prevention Of Disclosure. If (1) Licensee learns that any Licensee Representative, District Attorney, prosecutor, court or other judicial or administrative tribunal, or other person, entity, or governmental body is considering using or intends to use or provide any Confidential Information in any case or legal or administrative proceeding, (2) if there is any discovery request, motion or other request made or filed in any case or legal or administrative proceeding for use or disclosure of any Confidential Information, (3) any request is made pursuant to the Freedom of Information Act (5 U.S.C. Â§ 552), any public records or open records law or an equivalent law for disclosure of Confidential Information, or (4) IF ANY COURT OR OTHER JUDICIAL OR ADMINISTRATIVE TRIBUNAL ORDERS THE DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, THEN, IF PERMITTED BY LAW, LICENSEE WILL IMMEDIATELY INFORM CALLYO AND NOT INTERVENE IN ANY EFFORT BY CALLYO TO INTERVENE AND PREVENT SUCH USE OR DISCLOSURE.

C. Non-Disclosure of Customer Data. Callyo shall not disclose Customer Data to any third party without Licensee's prior written consent, to be given in Licensee's sole and absolute discretion, or unless compelled by a regulator or required by law. In the event a request or demand by any non-party or government (in the form of a subpoena, court order or otherwise) is provided to or served on Callyo for information regarding Customer Data, Callyo shall, unless prohibited by law, notify Licensee to the extent practicable. Callyo shall not access Customer Data without the consent of Licensee, unless such access is directly related to Callyo's provision of the Website, Applications, or Services or other actions contemplated by this Agreement.

D. Damages Not an Adequate Remedy. The Parties agree that damages may not be an adequate remedy for breach of this Section 8 and (to the extent permitted by the court)

that the party not in breach shall be entitled to seek an injunction or specific performance with respect to such breach.

9. Representations & Warranties

A. Mutual Representations and Warranties. Each of the parties represent, warrant and covenant to the other party that they have full power and authority to enter into this Agreement, and to carry out their respective obligations hereunder.

B. Licensee's Representations and Warranties. Licensee represents and warrants that it has, and shall maintain for the duration of the term of this Agreement and 12 months thereafter, all consents, licenses, authorizations required to use the Website, the Applications and the Services in accordance with applicable laws and that all customizations of the Applications or Services performed by Licensee, all content and material Licensee provides to Callyo (including but not limited to customizations or branding to be performed by Callyo at Licensee's specific instruction), all Customer Data, and all of Licensee's use of the Website, Services, or Applications shall not:

- i. infringe any Intellectual Property Rights of any third party;
- ii. constitute defamation, invasion of privacy, or unlawful publicity, or otherwise violate any rights of any third party;
- iii. violate any civil, criminal, or other application law, or be used in any illegal activity or to promote illegal activities; or
- iv. contain a virus, trojan horse, worm or other disruptive or harmful software or data.

C. DISCLAIMER. LICENSEE AGREES AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, APPLICATIONS AND SERVICES ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PARTIES AGREE THAT THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE FOLLOWING, EACH OF WHICH CALLYO EXPRESSLY DISCLAIMS:

- i. ACCURACY, RELIABILITY, QUALITY OR CONTENT OF THE WEBSITE, APPLICATIONS OR SERVICES OR ANY CONTENT LINKED THERETO;
- ii. FREEDOM AND SECURITY FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION;
- iii. TITLE AND NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS;

iv. THE AVAILABILITY OF THE WEBSITE, APPLICATIONS AND SERVICES AND ACCESS TO THE WEBSITE, APPLICATIONS AND SERVICES AT ANY TIME OR FROM ANY LOCATION;

v. THAT THE LICENSEE'S (OR ANY LICENSEE USER'S) USE OF THE WEBSITE, APPLICATIONS OR SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS;

vi. THE TRANSFER, COLLECTION OR STORAGE OF DATA; OR

vii. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CALLYO DISCLAIMS ANY LIABILITY FOR THE FOREGOING. IF ANY OF THE EXCLUSIONS OF IMPLIED WARRANTIES ARE NOT PERMITTED BY LAW, ANY SURVIVING IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF THE PURCHASE OR DELIVERY OF ACCESS TO THE WEBSITE, APPLICATIONS OR SERVICES, WHICHEVER IS SOONER.

10. Limitation of Liability and Indemnification

A. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO \$1,000,000.00 (ONE MILLION DOLLARS) . SUBJECT TO APPLICABLE LAW, CALLYO AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS, DESTRUCTION, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET CALLYO ACCEPTABLE USE REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF CALLYO AND ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO THE WEBSITE, APPLICATIONS, AND SERVICES AND THEIR USE.

B. Indemnification. To the extent permitted by law, Licensee shall indemnify, defend, and hold Callyo and its Representatives harmless from any and all claims, liability, expenses, fines and penalties, including reasonable attorneys' fees and costs, arising out of any claim that the Website, Applications or Services infringe any applicable law, or with respect to any breach of this Agreement or use of the Website, Applications, or Services by Licensee, Licensee's Representatives, or any Licensee User (collectively referred to as "Claims"). Licensee shall reasonably cooperate as requested by Callyo in the defense of any Claims. Callyo reserves the right, in its sole and absolute discretion and at its own expense, to

assume the exclusive defense and control of any Claims. Licensee waives any sovereign, governmental, or similar immunity with respect to the foregoing indemnification obligation, and any other obligation set forth in this Agreement.

C. Contract Price. The limitations and exclusions of liability under this Section 10 shall not limit the Licensee's liability under this Agreement for payment of the Fees in accordance with this Agreement.

11. Notices

All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be and shall be given or made (and shall be deemed to have been duly given or made upon receipt) as follows:

A. personally delivered;

B. delivered by registered or certified mail, return receipt requested, postage prepaid and addressed as provided below; or

C. delivered by a courier delivery service providing overnight or "next-day" delivery; and

if to Licensee: to Licensee's main contact at the address provided at the time of payment, and if to Callyo, to 402 N Division Street, Carson City, NV, 89703 (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11).

12. Miscellaneous Provisions

A. Amendment. The terms and conditions set forth herein may be amended if agreed to, in writing, by both Parties. The most current version of this Agreement will be posted on the Website. When changes are made, Callyo will make a new copy of the Agreement available at the Website and will also update the "Last Updated" date at the top of the Agreement. Any changes to the Agreement will be effective immediately for new users of the Website, Applications and Services, and for all other users such amended Agreement shall be effective thirty (30) calendar days after posting to the Website. If an update is material, we will notify you in accordance with Section 11 of this Agreement and we may require you to provide consent to the updated terms of the Agreement in a specified manner before further use of the Website, Applications and Services is permitted. If an update is material and Licensee notifies Callyo within the thirty (30) day period following receipt of notice of the update, Licensee may terminate the Agreement and will be entitled to a refund of any portion of the Fees that corresponds to the period between the date Licensee gives notice it wishes to terminate and the end of any term for which Fees have been pre-paid. Otherwise, the change will be deemed accepted once the thirty (30) day notice period has expired. Please check the Website regularly to view our then-current terms and conditions.

B. Rights of Third Parties. This Agreement shall not create any rights or benefits which are enforceable by anyone other than the parties.

C. Relationship. The relationship of Callyo to Licensee is that of an independent contractor. Neither party shall have the right to bind each other to any obligation to third parties.

D. Assignment. Callyo may assign this Agreement to an affiliate or any successor in connection with a merger, acquisition or consolidation, or the sale of all or substantially all of Callyo's assets. Licensee shall not assign this Agreement without the prior written consent of Callyo. Any assignment in violation of this Section shall be void. This Agreement and all of its obligations shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of the parties to this Agreement.

E. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

F. Governing Law and Arbitration of Disputes. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without regard to the application of conflicts of law principles. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought in a court of competent jurisdiction in Hays County, Texas or in the United States District Court, Western District—Austin Division, if applicable.

G. Attorney Fees. Should any legal action be brought by either party arising out of or relating to this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court or tribunal.

H. Authority. Each signatory hereto hereby warrants that he/she is authorized to bind the party designated in the signatory block of this Agreement.

I. Severability. Should any provision(s) of this Agreement be deemed unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, it shall be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision) and the remaining provisions of this Agreement shall remain in force and enforced to carry out the intentions of the parties as set forth herein.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof. The parties acknowledge that no party

and no agent, representative or attorney of any party has made any promise or representation whatsoever, express or implied, concerning the subject matter of this Agreement (or to induce the execution of this Agreement) which is not expressly set forth herein. It is further acknowledged that in executing this Agreement the parties have not relied upon any promise or representation made by any other party or any other party's agent, representative or attorney except as such promises or representations are expressly set forth herein. No waiver, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties.

K. Terminology. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership or other entity. The words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. As used herein, any reference to (i) the masculine, feminine or neuter gender includes the other two genders and (ii) the singular or plural number includes the other number.

L. Survival. Sections 8 (Confidentiality), 9 (Representations and Warranties), 10 (Limitation of Liability and Indemnification), and 12 (Miscellaneous Provisions) of this Agreement shall survive the expiration or earlier termination of this Agreement indefinitely.

M. Precedence. Should there be any conflict or inconsistency between the terms of this Agreement and Callyo's Acceptable Use Policy, Callyo's Privacy Policy and/or Callyo's Terms of Use & Service, the terms of this Agreement shall prevail unless expressly stated otherwise.

N. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

O. Signature. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document.

The Parties hereby enter into this MCA as of the Effective Date.

Callyo: Callyo 2009 Corp.

Licensee: [_____]

By: _____

By: _____

Name: David Redus

Name: _____

Title: Senior Account Manager

Title: _____

Date: _____

Date: _____



PROPOSAL #NXXXXXX

Billing Address: Callyo 2009 Corp.
P.O. Box 843539
Dallas, TX 75284-3539

TIN: 27-5470905

DUNS: 969239529

UEI: FPKEMKS2G6D3

Hays Co SO - TX

Account Manager: Brad Barnett

Phone: 817-799-7545

Email: brad.barnett@motorolasolutions.com

Proposal Created: February 21st, 2024
Valid Until: May 21st, 2024
Performance Period: 3/1/2024 – 2/28/2026

Description	Months	Unit Price	Quantity	Total
Callyo Plus	24			\$9,840.00
Up to 5 Users				
Live Virtual Training				

This is not an invoice

Total: \$9,840.00



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Judge Elaine Brown

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 with Deblin Health Concepts & Associates, LLC increasing the compensation cap from \$25,000 to \$45,000 related to mental health services for the County Court at Law Mental Health Specialty Court. **INGALSBE/COHEN/BROWN**

Summary:

On June 6, 2023 the Commissioners Court authorized a contract with Deblin Health for counseling services for clients within the mental health specialty court. Contract Amendment No. 1 added prescription medication coverage, which was approved on July 25, 2023.

A Second Amendment is requested to increase the compensation cap due to the recent expansion of the criteria and population the Mental Health Court is serving. This increase is necessary in order to match the service packages needed to support the incoming and currently active Mental Health Court participants, almost all of whom are currently receiving high intensive Level of Care 3 and 4 case management and psychiatry services. There are currently 24 court participants with more scheduled to admit within the next few months.

Fiscal Impact:

Amount Requested: \$20,000

Line Item Number: 011-763-99-161.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Professional Services, Texas Government Code Chapter 2254

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Deblin Contract Amendment No. 2

SECOND AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND DEBLIN HEALTH CONCEPTS & ASSOCIATES, LLC

This 2ND Amendment to the Contract executed on or about June 6, 2023 (“Amendment”) is made this 12th day of March, 2024, by and between Hays County, a political subdivision of the State of Texas (herein referred to as “County”), and Deblin Health Concepts & Associates, LLC (herein referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

Section **PAYMENT FOR BEHAVIORAL HEALTH SERVICES** of the Contract is hereby amended to reflect the following modifications:

2. Payments will not exceed ~~\$25,000~~ \$45,000 during the contract period.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to the Contract is hereby executed this 12th day of March, 2024, as is evidenced by the authorized signatures of the Parties, below.

DEBLIN HEALTH CONCEPTS & ASSOCIATES, LLC Hays County

By: _____
Title: _____

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement regarding the City of Kyle Tax Increment Reinvestment Zone (TIRZ) #6. **INGALSBE/COHEN**

Summary:

Under the terms of the attached Interlocal Agreement and the Project and Finance Plan for the City of Kyle TIRZ #6, the City of Kyle and Hays County will each contribute 50% of the ad valorem real property taxes collected and received by each entity on the Captured Appraised Value in the Zone. The term of the ILA shall last until approximately December 21, 2053. The TIRZ fund will be administratively run by the City with County oversight. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: TIRZ

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Government Code Chapter 791, Interlocal Cooperation Contracts

Auditor's Office:

G/L Account Validated Y/N?: TIRZ ad valorem

New Revenue Y/N?: N/A

Comments:

Attachments

Kyle TIRZ #6 ILA

Exhibit A - Creation Ordinance

Exhibit B to ILA - Finance Plan

Interlocal Agreement
Regarding the City of Kyle Tax Increment Reinvestment Zone Number Six

THIS INTERLOCAL AGREEMENT regarding the City of Kyle Tax Increment Reinvestment Zone Number Six (the "Agreement") is made and entered into by and between the City of Kyle, Texas, a home rule municipality (the "City"), and Hays County, a political subdivision of the State of Texas (the "County" and, together with the City, the "Parties") under the authority of Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Reinvestment Zone Number Six**, City of Kyle, (the "Zone") created by the City pursuant to Chapter 311 of the Texas Tax Code.

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"), the City Council of the City (the "City Council"), pursuant to Ordinance No. 1296 (the "TIRZ Ordinance") adopted on December 19, 2023, created, established, and designated the Zone under the Act, attached hereto as Exhibit "A"; and

WHEREAS, in the TIRZ Ordinance, the City found that the designation of the Zone would encourage the development of property in and around the Zone; and

WHEREAS, in the TIRZ Ordinance, the City contributed fifty percent (50%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value (defined below) in the Zone; and

WHEREAS, in consideration of the County's contribution of a fifty percent (50%) of the County's ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone, the County shall have the authority to appoint two members to the Board (as defined below); and

WHEREAS, the Final Plan (as defined below) includes public infrastructure projects that benefit the County and its residents; and

WHEREAS, in consideration of special benefit to the County created by the projects financed by the Zone, including transportation and capital improvements for public use, the County is authorized to appropriate funding under this Agreement; and

WHEREAS, pursuant to the Hays County Zones Policy, the County's contribution of its County TIRZ Increment (as defined below) equal to fifty percent (50%) of the County's ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone would greatly enhance the implementation of the Zone by the City; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the TIRZ Fund in accordance with the documents creating the Zone; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County, and the City finds that this Agreement is necessary for the implementation of the Final Plan for the Zone; and

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

SECTION 1. Incorporation of Recitals. The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

SECTION 2. Definitions. In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

(a) **Act** means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.

(b) **Board** means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act, the TIRZ Ordinance, and this Agreement.

(c) **Captured Appraised Value** in a given year means the total appraised value, less any applicable exemptions, of all real property of the Zone taxable by the City or the County for that tax year less the Tax Increment Base defined in Section (h) below.

(d) **County TIRZ Increment** means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the TIRZ Fund of the Zone pursuant to Sections 3(a) and 3(b) of this Agreement.

(e) **Final Plan** means the project and finance plan for the Zone attached to this Agreement as Exhibit "B" as adopted by the Board and approved by City Council, and such amendments and revisions thereto as may be adopted by the Board and approved by the City Council.

(f) **Tax Increment** means the amount of property taxes levied and collected by the City or County for that year on the Captured Appraised Value of real property taxable by the City or County and located in the Zone.

(g) **Tax Increment Base** means the total appraised value as of January 1, 2023, of all real property taxable by the City or the County, as applicable, and located in the Zone.

(h) **TIRZ Fund** means that fund created by the City pursuant to Section 311.014 of the Act and the TIRZ Ordinance, which will be maintained by the City, and into which all revenues of the Zone will be deposited, including deposits of the Tax Increment by the City and by such other taxing units with jurisdiction over real property in the Zone that may enter into agreements for such contributions, including the County's TIRZ Increment.

(i) **Zone** means the Reinvestment Zone Number Six, City of Kyle, Texas, approved by City of Kyle Ordinance No. 1296.

(j) Terms other than those defined above shall: (1) have their meanings as given in the Act; (2) the Final Plan; (3) the recitals hereof; or (4) if not so defined, their usual and ordinary meanings.

(k) References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

SECTION 3. **Obligations of the County.**

(a) **County TIRZ Increment.** The County agrees to pay current, annually appropriated funds to the City for deposit into the TIRZ Fund created by the City for the Zone fifty percent (50%) of the Tax Increment attributed to the Captured Appraised Value of the County in the Zone, excluding the portion of real property taxes collected and received associated with road and bridge maintenance and operations. The County's obligation to make these payments accrues only after taxes on the Captured Appraised Value are collected by the County. Payments shall be due on May 1 of each year during the term of this Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments of the County TIRZ Increment any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code. Notwithstanding anything to the contrary herein, the County TIRZ Increment shall not fund: 1) the City Office Building (including debt service on any public securities issued to finance the City Office Building), or 2) any payments under any City 380 Agreement entered into between the City and any other entity responsible for developing the Property, unless the use of the County TIRZ Increment for either of these purposes is approved by a majority vote of the Commissioners Court.

(b) **Limitations on Payments.** The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the Captured Appraised Value are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's Captured Appraised Value. Likewise, if funds are not appropriated by the Commissioners Court of the County (the "Commissioners Court") during any annual budgetary cycle, then the County's obligations to pay the County TIRZ Increment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the TIRZ Fund under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this Agreement.

(c) **The Project.** The obligation of the County to participate in the Zone is limited to the boundaries of the Zone as described in the TIRZ Ordinance. In accordance with the provisions of Section 311.007 of the Act, the City may change the boundaries of the Zone. The County's participation does not extend to the Tax Increment on any additional property added to the Zone unless the Commissioners Court specifically agrees to participate in the additional area. The projects of the Zone are and shall be those described in the TIRZ Ordinance, as adopted upon recommendation of the Board and approved by the City Council and in accordance with the Final Plan attached as Exhibit "B". In accordance with the provisions of Section 311.011(e) of the Act, the Board may amend the Final Plan; provided, however, no project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Commissioners Court approves of that expenditure.

(d) **Development in the Zone.** Property within the boundaries of the Zone shall be developed as closely as possible in conformity with the Final Plan. As stated above, County funds will only be used for projects that have been approved by the County members of the Board or by the Commissioners Court.

(e) **County Appointment to the Board.** The Board shall consist of nine (9) voting

members. The Commissioners Court shall have the unequivocal right to appoint two (2) qualified voting members during the period that the TIRZ Fund created under this Agreement contains funds. The City Council shall have the right to appoint seven (7) qualified voting members during the length of the Zone as established by the TIRZ Ordinance. Members of the Board shall meet the qualifications set forth in Section 311.009 of the Act. Failure of the Commissioners Court to appoint a person to the Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board, and to fill vacancies in the positions as needed.

SECTION 4. Obligations of the City.

(a) **Use of County Payments.** The City agrees to use payments made by the County under this Agreement solely to fund Project Costs (as defined in the Final Plan) and as allowed by the Hays County Zones Policy, except for those certain Project Costs excluded in Section 3(a) above.

(b) **Notice to County of Amendments to Final Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Final Plan at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the Board to implement the Final Plan.

(c) **Disposition of Tax Increments.** Upon termination of the Zone, and after all obligations of the Zone have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the TIRZ Fund that represent the County's pro rata amount of participation authorized under this Agreement.

(d) **Annual Reports/ Right to Audit.** The City agrees to provide to the County an annual report regarding the Zone as required under Section 311.016 of the Act. Additionally, the County shall have the right to audit the books and records of the Zone upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

SECTION 5. Term and Termination.

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last until the earlier of: (1) December 31, 2053; or (2) the date all Project Costs have been paid or reimbursed unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's Board appointment powers shall survive the termination.

SECTION 6. Miscellaneous.

(a) **Administration.** This Agreement and the TIRZ Fund shall be administered by the City Manager or their designees or consultants. The City shall maintain a separate account for the TIRZ Fund at a depository selected by the City, which TIRZ Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee against County TIRZ Increments for oversight of the TIRZ Fund. The TIRZ Fund shall be an account into which the City shall deposit the County TIRZ Increment, the City TIRZ Increment (as defined in

the TIRZ Ordinance and Final Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the TIRZ Fund through its representation on the Board on which they will appoint two (2) out of nine (9) members. Pursuant to the Hays County Zones Policy adopted on February 7, 2017, no more than ten percent of the County TIRZ Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate.

(b) **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

If intended for the City, to:
City Manager
City of Kyle, Texas
1700 Kohlers Crossing
Kyle, Texas 78640

If intended for the County, to:
Hays County Judge
Hays County Courthouse
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to:
Hays County Criminal District Attorney's
Office
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

(c) **Non-Assignability.** Neither the City, the County, nor the Board shall assign any interest in this Agreement without the prior written consent of the other parties.

(d) **Non Discrimination.** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the Zone on the grounds of race, color, national origin, age, sex, religion, or other protected status.

(e) **Binding on the Parties and Non-Waiver.** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Commissioners Court at a properly called and noticed meeting of each respective body. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

(f) **Third Parties.** The provisions and conditions of this Agreement are solely for the benefit for the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.

(g) **Controlling Law.** Venue and jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.

(h) **Entirety of Agreement.** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(i) **Amendments.** Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

[The remainder of this page intentionally left blank.]

EXECUTED and **EFFECTIVE** on the last date signed by the duly authorized officials,
below.

CITY OF KYLE

Mayor

Date

ATTEST

City Secretary

Date

HAYS COUNTY

County Judge

Date

County Clerk

Date

Exhibit A

TIRZ ORDINANCE

Exhibit B

FINAL PLAN

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS	§
	§
COUNTY OF HAYS	§
	§
CITY OF KYLE	§

I, Jennifer Kirkland, City Secretary of the City of Kyle, Texas, DO HEREBY CERTIFY as follows:

1. That on the 19th day of December, 2023, a regular meeting of the City Council of the City of Kyle, Texas, was held at its regular meeting place; the duly constituted members of the City Council being as follows:

TRAVIS MITCHELL	MAYOR
MICHAEL TOBIAS	MAYOR PRO TEM
GLENN HEISER) COUNCIL MEMBERS
ROBERT RIZO	
MIGUEL ZUNIGA	
LAURALEE HARRIS	
DANIELA PARSLEY	

and all of said persons were present at said meeting except None. Among other business considered at said meeting, the attached ordinance entitled:

ORDINANCE NO. 1296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIX, CITY OF KYLE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the ordinance, and upon a motion being made and seconded, the ordinance was finally passed and adopted by the City Council to be effective immediately by the following vote:

<u>7</u> voted "For"	<u>0</u> voted "Against"	<u>0</u> abstained
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all as shown in the official minutes of the City Council for the meeting held on the aforesaid date.

2. That the attached ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of said City on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, each member of the City Council was given actual notice of the time, place, and purpose of the meeting and had actual notice that the matter would be considered; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the entitled ordinance, was posted and given in advance thereof in compliance with the provisions of Texas Government Code Chapter 551, as amended.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the City, this the 19th day of December, 2023.



Jennifer Kirkland

City Secretary
City of Kyle, Texas

ORDINANCE NO. 1296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIX, CITY OF KYLE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kyle, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area within the corporate limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the “City Council”) desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the parcel description attached hereto as **Exhibit A** and more generally depicted in **Exhibit B** attached hereto (the “Zone”); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Project and Finance Plan for Reinvestment Zone Number Six, City of Kyle, Texas* dated December 19, 2023, attached as **Exhibit C** (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before November 29, 2023, which date is the seventh (7th) day before the public hearing was opened on December 19, 2023, and

WHEREAS, on December 19, 2023, the City Council conducted a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept

of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone and, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent (30%); and

WHEREAS, the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones within the City does not exceed fifty percent (50%) of the total appraised value of the taxable real property in the City and in the industrial districts created by the City, if any; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

NOW THEREFORE , BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and
- (b) That creation of the proposed reinvestment zone with parcels as described and depicted in **Exhibits A** and **B** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

- (c) That the proposed reinvestment zone, as described and depicted in **Exhibits A and B**, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
1. It is a geographic area located wholly within the corporate limits of the City; and
 2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements substantially impairs sound growth of the City; and
- (d) That thirty percent (30%) or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifty percent (50%) of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
- (g) That the development of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and
- (h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and
- (i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in **Exhibits A and B** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Six, City of Kyle, Texas** (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

- (a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of nine (9) members, seven of which shall be appointed by the City Council and two shall be appointed by Hays County, as a participating taxing unit (each, a "Hays County Representative"). The Mayor and Council Members may serve as Board members.

- (b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.
- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.
- (d) Directors shall not receive any salary or other compensation for their services as directors.
- (e) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.
- (f) The initial Board shall be nine members and the following shall be members:
 - 1. Hays County Representative
 - 2. Hays County Representative
 - 3. Mayor
 - 4. City Councilmember, Place 1
 - 5. City Councilmember, Place 2
 - 6. City Councilmember, Place 3
 - 7. City Councilmember, Place 4
 - 8. City Councilmember, Place 5
 - 9. City Councilmember, Place 6

The City Council hereby appoints Mayor to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2063; or (ii) at such time that

all project costs and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value of all real property taxable by the City, or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That, consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is fifty percent (**50.00%**) of real property taxes levied, assessed, and collected by the City (as set forth in an agreement to participate in the Zone), and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (or such other percentage of a taxing unit participating in the Zone as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by the City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Act, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the City and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, and any participating taxing units, as such increments are described in the Project and Finance Plan and include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The amount of the contribution of each taxing unit, other than the City, will be determined according to an agreement between the City and the taxing unit. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. **OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, as amended (the "Texas Open Meetings Act"), and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. **EFFECTIVE DATE.**


This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS, THIS THE 19th DAY OF DECEMBER, 2023.



Travis Mitchell, Mayor

ATTEST:



Jennifer Kirkland, City Secretary



Exhibit A – Parcel Identification

Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage
R180359	16.00	R154932	1.96	R24744	0.14	R140603	1.20	R33513	0.13	R33703	0.26
R180358	6.40	R123942	0.22	R14816	0.20	R134175	2.20	R33509	0.26	R33706	0.40
R114245	1.00	R155355	1.67	R33536	0.11	R14673	0.26	R60603	0.20	R33704	0.13
R114246	0.99	R155356	0.92	R33537	0.63	R14674	0.79	R33506	0.32	R33705	0.13
R114247	1.26	R155357	0.90	R33526	0.22	R161685	0.19	R33507	0.15	R165807	0.13
R144839	13.21	R14831	2.60	R33527	0.15	R14747	1.24	R33508	0.26	R165808	0.13
R114248	1.00	R33474	0.10	R33528	0.22	R14634	0.32	R33499	0.36	R33707	0.20
R114249	1.17	R33475	0.20	R33529	0.07	R33688	0.30	R33500	0.22	R33708	0.20
R114250	1.17	R33476	0.30	R33532	0.05	R33690	0.27	R33501	0.15	R33709	0.30
R114251	1.18	R33473	0.23	R33531	0.07	R33700	0.30	R33559	0.30	R33710	0.37
R114252	1.00	R33472	0.70	R33530	0.07	R33687	0.26	R33560	0.10	R33714	0.27
R151286	6.97	R33483	0.10	R33535	0.26	R33671	0.26	R33558	0.20	R33713	0.27
R151284	4.71	R33484	0.11	R33534	0.26	R33672	0.13	R85300	0.13	R33711	0.02
R151285	1.96	R33485	0.13	R33546	0.66	R139266	0.26	R33566	0.26	R33712	0.03
R115975	30.18	R33486	0.11	R33551	0.13	R33668	0.30	R33565	0.13	R71100	0.26
R96710	11.45	R33487	0.11	R33548	0.16	R33669	0.20	R33564	0.26	R62688	0.13
R14839	5.00	R60601	0.11	R33549	0.17	R33670	0.10	R33563	0.13	R33717	0.13
R14826	5.00	R33488	0.11	R33550	0.20	R333595	0.10	R33562	0.26	R33715	0.26
R14803	5.00	R33482	0.16	R33599	0.66	R33594	0.10	R33561	0.26	R33716	0.26
R137372	9.76	R33481	0.16	R33597	0.20	R33596	0.26	R33552	0.07	R33723	0.30
R114181	1.16	R33480	0.20	R33598	0.46	R33589	0.05	R33553	0.13	R53240	0.50
R114182	1.22	R33479	0.31	R33673	0.40	R33590	0.04	R33554	0.07	R53241	0.50
R15973	1.22	R33477	0.16	R33674	0.26	R33592	0.45	R33555	0.13	R33724	0.20
R115974	1.71	R33478	0.16	R60611	0.26	R33593	0.19	R33556	0.13	R33725	0.10
R175380	4.11	R33494	0.20	R33676	0.13	R60605	1.43	R33557	0.13	R33726	0.32
R175383	5.05	R33495	0.10	R33675	0.26	R33523	0.07	R33584	0.50	R136940	0.30
R175382	1.46	R33496	0.10	R167978	0.95	R33522	0.07	R33586	0.20	R136939	0.15
R175381	2.07	R33497	0.07	R33695	0.45	R106783	0.07	R137802	0.23	R33727	0.31
R63395	1.49	R33498	0.11	R33691	0.36	R189520	0.12	R33588	0.40	R53249	0.49
R14807	0.27	R33493	0.10	R33692	0.91	R189519	0.07	R33578	0.50	R53250	0.33
R14851	0.26	R134854	0.35	R33696	0.50	R33514	0.06	R33579	0.26	R131511	0.30
R167099	1.12	R33491	0.43	R33697	0.06	R33515	0.12	R33580	0.26	R137910	0.29
R167100	2.13	R33489	0.32	R33694	0.28	R33516	0.60	R33581	0.13	R53245	0.30
R113723	2.96	R33490	0.25	R180715	0.21	R33517	0.12	R127899	0.13	R53247	0.27
R120645	2.88	R70242	0.11	R180716	0.51	R33521	0.06	R33583	0.13	R53243	0.20
R144260	1.28	R70241	0.37	R180714	1.67	R33518	0.19	R60610	0.66	R136942	0.44
R144259	0.73	R14690	3.24	R33698	1.05	R33510	0.19	R127819	0.66	R53244	0.50
R112079	1.13	R14780	0.32	R138349	0.34	R33511	0.41	R137801	1.43		
R165788	0.62	R14726	1.54	R14745	0.63	R33512	0.17	R33701	0.20		
R165792	2.28	R14822	0.80	R140604	1.31	R60604	0.13	R33702	0.20		

Exhibit B – Map of the Zone

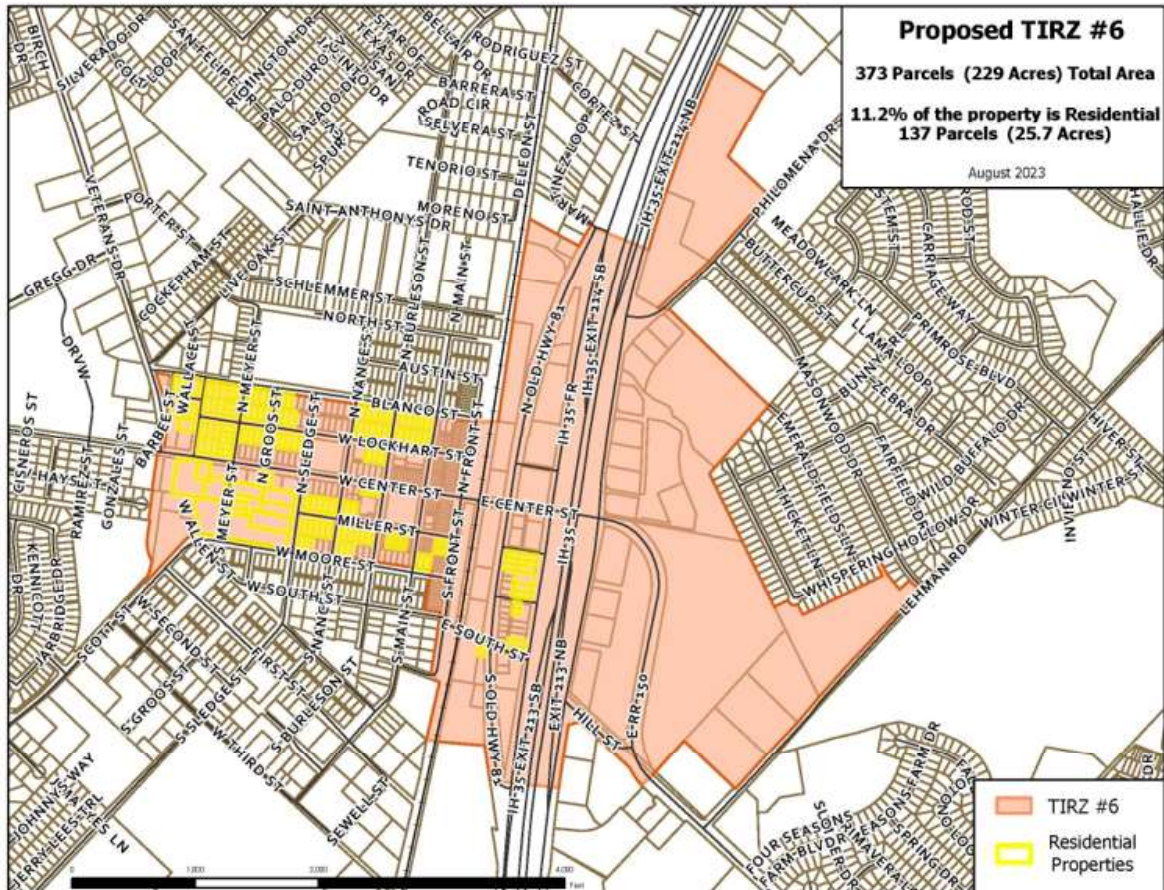


Exhibit C – Preliminary Project and Finance Plan



REINVESTMENT ZONE NUMBER SIX,
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
DECEMBER 19, 2023

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit or Appendix attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, as amended, “Tax Increment Financing Act”.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Hays Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**City**” means the City of Kyle, Texas.

“**City 380 Agreement**” means the agreement between the City and any entity that provides incentive payments to the entity, upon the satisfaction of certain metrics, paid with the TIRZ Increment Receipts produced by the Zone.

“**City Council**” means the governing body of the City.

“**City TIRZ Increment**” means fifty percent (50%) of the City’s ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

“**County**” means Hays County, Texas.

“**County TIRZ Increment**” means fifty percent (50%) of the County’s ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

“County Participation Agreement” means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Six, City of Kyle, Texas, entered into by the City, County, and the Board on [DATE], detailing the City and County’s participation in the Zone.

“Creation Ordinance” means Ordinance No. [REDACTED] adopted by the City Council on December 19, 2023.

“Feasibility Study” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit F**.

“Final Plan” means the future *Reinvestment Zone Number Six, City of Kyle Final Project and Finance Plan*.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit C**.

“Preliminary Plan” means this *Reinvestment Zone Number Six, City of Kyle Preliminary Project and Finance Plan*.

“Project Costs” means the total actual costs for Projects in the Zone, including the actual costs of the Public Improvements, the City 380 Agreement, and the Administrative Costs.

“Property” means 229 acres of land as depicted on **Exhibit A**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes water, wastewater, parking, sidewalks and trails, linear park, and land for floodplain management related thereto, as depicted on **Exhibit H**, and detailed on **Exhibit D**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIRZ Bonds” means any public securities issued by the City to acquire the Public Improvements, which Debt Service thereof may be paid from the TIRZ Increment Receipts. The preliminary schedule for the TIRZ Bonds is detailed on **Exhibit J**.

“TIRZ Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“TIRZ Increment Receipts” means the cumulative amount of the City TIRZ Increment and the County TIRZ Increment.

“Zone” means Reinvestment Zone Number Six, City of Kyle, as depicted on **Exhibit A**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit G**, and confirmed by the adoption of this Preliminary Plan.

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.5 Creation of the Zone

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute the City TIRZ Increment and the

County shall contribute the County TIRZ Increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Residential Townhome, Community Commercial, and Single Family Residential and is intended to be developed with commercial and residential uses. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future. Currently 11.2% of the property is used for residential purposes as shown on **Exhibit A**.

3.2 Proposed Uses

The proposed uses of the Property in the City include single family residential, commercial, office/retail, multifamily, retail, retail/restaurant, residential townhome, duplexes, vertical mixed-use commercial areas, as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The Property is currently zoned as Residential Townhome, Community Commercial, and Single Family Residential. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Preliminary Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit C** and are estimated to be approximately \$336,530,507.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be \$102,960,182, as shown below and detailed on **Exhibit D**. The costs of Public Improvements and City 380 Agreement are estimated to be \$102,356,163, and the Administrative Costs are estimated to be \$604,020.

8.2 Administrative Costs

The Administrative Costs are estimated to be \$10,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2024 and 2032, as shown on **Exhibit E**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibility Study, as shown on **Exhibit F**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$206,623,907 in total new real property tax revenue for the participating taxing entities over the remaining term of the Zone. Approximately \$103,311,954 will be deposited into the TIRZ Fund to pay for the Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at \$103,311,954 shall be retained by the participating taxing entities.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be \$62,415,422, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be \$62,415,422 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be \$40,896,532, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$40,896,532 over the remaining term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

The City shall be authorized to issue TIRZ Bonds which are payable from the City TIRZ Increment and the County TIRZ Increment. The estimated bonded indebtedness of the Zone is anticipated to be \$35,000,000, as shown on **Exhibit J**.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$71,908,109 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$1,098,308,668 as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate both the City TIRZ Increment the County TIRZ Increment, as applicable, pursuant to the Final Plan.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

The Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ Fund beginning in 2024. For example, in FY 2024, the City's ad valorem tax rate was \$0.4693 per \$100 of taxable value, therefore the City would contribute \$0.23465 per \$100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ Fund. For example, in FY 2024, the County's ad valorem tax rate was \$0.3075 per \$100 of taxable value, therefore the County would contribute \$0.15375 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The TIRZ Increment Receipts deposited into the TIRZ Fund shall be prioritized and allocated on a parcel by parcel basis as follows:

1. First, for the reasonable Administrative Costs of the Zone; then
2. Second, to the allocation for the annual payments of Debt Service of any TIRZ Bonds issued to acquire the Public Improvements; then
3. Third, to be used in any other manner authorized by the City and as allowed pursuant to the Act, including for payments by the City to any third-party for the Project Costs under any agreement between the City and the third-party entered into pursuant to Chapter 380, Texas Local Government Code, as amended.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City or County unless otherwise approved by their respective governing bodies. The TIRZ Fund shall only be used to pay the Project Costs. The City may amend the Final Plan in compliance with the County Participation Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2063, with the last payment being due by January 31, 2064, unless otherwise terminated in accordance with the Creation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2063, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Absorption Schedule
Exhibit C	Non-Project Costs
Exhibit D	Project Costs
Exhibit E	Estimated Timeline of Incurred Costs
Exhibit F	Feasibility Study
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements
Exhibit I	Parcel Identification
Exhibit J	TIRZ Bond Summary (Preliminary)

EXHIBIT A – MAP OF THE ZONE

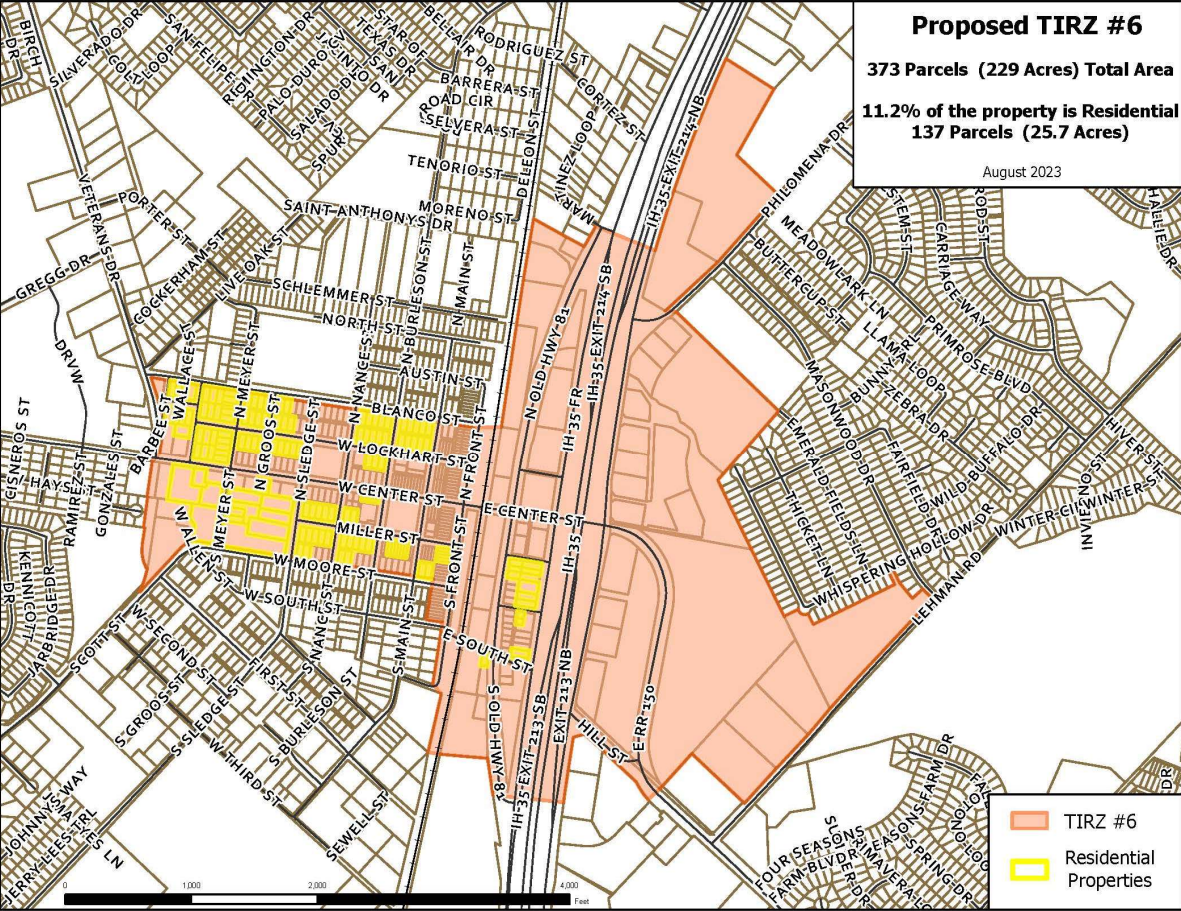


EXHIBIT B – ABSORPTION SCHEDULE

Reinvestment Zone Number 6, City of Kyle, Texas Estimated Absorption Schedule																	
Zone	Calendar	Collection	Mixed Use		Comm./Retail		Office		Single Family		Multi-Family		Townhome		Hotel		Annual New Value
Year	Year	Year	SF	\$	SF	\$	SF	\$	Unit	\$	Unit	\$	Unit	\$	Key	\$	
Base	2023	2024															
1	2024	2025	2,163	\$ 300	40,867	\$ 300	2,365	\$ 200	1	\$ 400,000	46	\$ 170,000	2	\$ 325,000	7	\$ 200,000	\$ 23,701,665
2	2025	2026	4,326	\$ 306	81,734	\$ 306	4,731	\$ 204	-	\$ 408,000	93	\$ 173,400	4	\$ 331,500	14	\$ 204,000	\$ 47,535,396
3	2026	2027	4,326	\$ 312	81,734	\$ 312	4,731	\$ 208	-	\$ 416,160	93	\$ 176,868	4	\$ 338,130	14	\$ 208,080	\$ 48,486,104
4	2027	2028	6,488	\$ 318	122,601	\$ 318	7,096	\$ 212	1	\$ 424,483	139	\$ 180,405	6	\$ 344,893	21	\$ 212,242	\$ 74,608,222
5	2028	2029	6,488	\$ 325	122,601	\$ 325	7,096	\$ 216	-	\$ 432,973	139	\$ 184,013	6	\$ 351,790	21	\$ 216,486	\$ 75,667,413
6	2029	2030	6,488	\$ 331	122,601	\$ 331	7,096	\$ 221	-	\$ 441,632	139	\$ 187,694	6	\$ 358,826	21	\$ 220,816	\$ 77,180,761
7	2030	2031	4,326	\$ 338	81,734	\$ 338	4,731	\$ 225	1	\$ 450,465	93	\$ 191,448	4	\$ 366,003	14	\$ 225,232	\$ 52,933,383
8	2031	2032	4,326	\$ 345	81,734	\$ 345	4,731	\$ 230	-	\$ 459,474	93	\$ 195,277	4	\$ 373,323	14	\$ 229,737	\$ 53,532,576
9	2032	2033	2,163	\$ 351	40,867	\$ 351	2,365	\$ 234	-	\$ 468,664	46	\$ 199,182	2	\$ 380,789	7	\$ 234,332	\$ 27,301,614
10	2033	2034	2,163	\$ 359	40,867	\$ 359	2,365	\$ 239	-	\$ 478,037	46	\$ 203,166	2	\$ 388,405	7	\$ 239,019	\$ 27,847,646
11	2034	2035	-	\$ 366	-	\$ 366	-	\$ 244	-	\$ 487,598	-	\$ 207,229	-	\$ 396,173	-	\$ 243,799	\$ -
12	2035	2036	-	\$ 373	-	\$ 373	-	\$ 249	-	\$ 497,350	-	\$ 211,374	-	\$ 404,097	-	\$ 248,675	\$ -
13	2036	2037	-	\$ 380	-	\$ 380	-	\$ 254	-	\$ 507,297	-	\$ 215,601	-	\$ 412,179	-	\$ 253,648	\$ -
14	2037	2038	-	\$ 388	-	\$ 388	-	\$ 259	-	\$ 517,443	-	\$ 219,913	-	\$ 420,422	-	\$ 258,721	\$ -
15	2038	2039	-	\$ 396	-	\$ 396	-	\$ 264	-	\$ 527,792	-	\$ 224,311	-	\$ 428,831	-	\$ 263,896	\$ -
16	2039	2040	-	\$ 404	-	\$ 404	-	\$ 269	-	\$ 538,347	-	\$ 228,798	-	\$ 437,407	-	\$ 269,174	\$ -
17	2040	2041	-	\$ 412	-	\$ 412	-	\$ 275	-	\$ 549,114	-	\$ 233,374	-	\$ 446,155	-	\$ 274,557	\$ -
18	2041	2042	-	\$ 420	-	\$ 420	-	\$ 280	-	\$ 560,097	-	\$ 238,041	-	\$ 455,078	-	\$ 280,048	\$ -
19	2042	2043	-	\$ 428	-	\$ 428	-	\$ 286	-	\$ 571,298	-	\$ 242,802	-	\$ 464,180	-	\$ 285,649	\$ -
20	2043	2044	-	\$ 437	-	\$ 437	-	\$ 291	-	\$ 582,724	-	\$ 247,658	-	\$ 473,464	-	\$ 291,362	\$ -
21	2044	2045	-	\$ 446	-	\$ 446	-	\$ 297	-	\$ 594,379	-	\$ 252,611	-	\$ 482,933	-	\$ 297,189	\$ -
22	2045	2046	-	\$ 455	-	\$ 455	-	\$ 303	-	\$ 606,267	-	\$ 257,663	-	\$ 492,592	-	\$ 303,133	\$ -
23	2046	2047	-	\$ 464	-	\$ 464	-	\$ 309	-	\$ 618,392	-	\$ 262,817	-	\$ 502,443	-	\$ 309,196	\$ -
24	2047	2048	-	\$ 473	-	\$ 473	-	\$ 315	-	\$ 630,760	-	\$ 268,073	-	\$ 512,492	-	\$ 315,380	\$ -
25	2048	2049	-	\$ 483	-	\$ 483	-	\$ 322	-	\$ 643,375	-	\$ 273,434	-	\$ 522,742	-	\$ 321,687	\$ -
26	2049	2050	-	\$ 492	-	\$ 492	-	\$ 328	-	\$ 656,242	-	\$ 278,903	-	\$ 533,197	-	\$ 328,121	\$ -
27	2050	2051	-	\$ 502	-	\$ 502	-	\$ 335	-	\$ 669,367	-	\$ 284,481	-	\$ 543,861	-	\$ 334,684	\$ -
28	2051	2052	-	\$ 512	-	\$ 512	-	\$ 341	-	\$ 682,755	-	\$ 290,171	-	\$ 554,738	-	\$ 341,377	\$ -
29	2052	2053	-	\$ 522	-	\$ 522	-	\$ 348	-	\$ 696,410	-	\$ 295,974	-	\$ 565,833	-	\$ 348,205	\$ -
30	2053	2054	-	\$ 533	-	\$ 533	-	\$ 355	-	\$ 710,338	-	\$ 301,894	-	\$ 577,150	-	\$ 355,169	\$ -
31	2054	2055	-	\$ 543	-	\$ 543	-	\$ 362	-	\$ 724,545	-	\$ 307,931	-	\$ 588,693	-	\$ 362,272	\$ -
32	2055	2056	-	\$ 554	-	\$ 554	-	\$ 370	-	\$ 739,036	-	\$ 314,090	-	\$ 600,466	-	\$ 369,518	\$ -
33	2056	2057	-	\$ 565	-	\$ 565	-	\$ 377	-	\$ 753,816	-	\$ 320,372	-	\$ 612,476	-	\$ 376,908	\$ -
34	2057	2058	-	\$ 577	-	\$ 577	-	\$ 384	-	\$ 768,893	-	\$ 326,779	-	\$ 624,725	-	\$ 384,446	\$ -
35	2058	2059	-	\$ 588	-	\$ 588	-	\$ 392	-	\$ 784,270	-	\$ 333,315	-	\$ 637,220	-	\$ 392,135	\$ -
36	2059	2060	-	\$ 600	-	\$ 600	-	\$ 400	-	\$ 799,956	-	\$ 339,981	-	\$ 649,964	-	\$ 399,978	\$ -
37	2060	2061	-	\$ 612	-	\$ 612	-	\$ 408	-	\$ 815,955	-	\$ 346,781	-	\$ 662,963	-	\$ 407,977	\$ -
38	2061	2062	-	\$ 624	-	\$ 624	-	\$ 416	-	\$ 832,274	-	\$ 353,716	-	\$ 676,223	-	\$ 416,137	\$ -
39	2062	2063	-	\$ 637	-	\$ 637	-	\$ 424	-	\$ 848,920	-	\$ 360,791	-	\$ 689,747	-	\$ 424,460	\$ -
40	2063	2064	-	\$ 649	-	\$ 649	-	\$ 433	-	\$ 865,898	-	\$ 368,007	-	\$ 703,542	-	\$ 432,949	\$ -
			43,255		817,337		47,308		3		927		39		141		\$ 508,794,779

(1) Based on data provided by the City, preliminary estimates only. The values are assumed to escalate 2% annually.

EXHIBIT C – NON-PROJECT COSTS

Lot Type	Unit/SF	Buildout Value	
		\$	Total
Townhome	39	\$ 353,932	\$ 13,775,021
Mixed Use	43,255	\$ 327	\$ 14,131,701
Retail	817,337	\$ 327	\$ 267,029,103
Multi-Family	927	\$ 185,133	\$ 171,569,688
Single Family	3	\$ 424,983	\$ 1,274,948
Office	47,308	\$ 218	\$ 10,303,938
Hotel	141	\$ 217,804	\$ 30,710,380
Total Buildout Value			\$ 508,794,779
Less: Beginning Taxable Value			\$ (71,908,109)
Less: Public Improvements			\$ (100,356,163)
Total Non-Project Costs			\$ 336,530,507

Footnotes:

¹Preliminary estimates only. Buildout value per unit is the weighted average value during the buildout period, which escalates at 2% annually.

EXHIBIT D – PROJECT COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Project Costs	
Project Costs ¹	TIRZ Funding
Local Streets (Full Rebuild)	\$ 14,238,000
Sidewalk and Vybe Trail Construction	\$ 1,537,500
City Office Building (111 N. Front Street)	\$ 22,950,000
Parking Garages	\$ 18,000,000
Linear Park & Other Park Improvements	\$ 7,500,000
TIRZ Bond Interest	\$ 35,774,800
City 380 Grants	\$ 2,000,000
Land Acquisition for Floodplain Management	\$ 355,863
Project Costs Subtotal	\$ 102,356,163
Administrative Costs	604,020
Total Project Costs	\$ 102,960,182
Footnotes:	
¹ Provided by the City on December 1, 2023.	

EXHIBIT E – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2023	\$ -	\$ -
1	2024	\$ 3,008,454	\$ 3,008,454
2	2025	\$ 6,033,672	\$ 9,042,126
3	2026	\$ 6,154,345	\$ 15,196,471
4	2027	\$ 9,470,028	\$ 24,666,498
5	2028	\$ 9,604,471	\$ 34,270,969
6	2029	\$ 9,796,560	\$ 44,067,530
7	2030	\$ 6,718,839	\$ 50,786,368
8	2031	\$ 6,794,894	\$ 57,581,262
9	2032	\$ 3,465,396	\$ 61,046,659
10	2033	\$ -	\$ 61,046,659
11	2034	\$ -	\$ 61,046,659
Total		\$ 61,046,659	

Footnotes:

¹ Estimate provided for illustrative purposes only.

² Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone. Does not include interest costs, which will be paid for the duration of the TIRZ Bonds.

EXHIBIT F – FEASIBILITY STUDY

Zone Year	Calendar Year	Growth/ Year ¹	Added Development Value ²	New Taxable Value	Incremental Value	City Property Tax Increment ⁴			County TIRZ Increment ⁵			Total TIRZ Fund Contribution	
						%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2023			\$ 71,908,109									
1	2024	2%	23,701,665	\$ 97,047,936	\$ 25,139,827	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -
2	2025	2%	47,535,396	\$ 146,524,290	\$ 74,616,181	50%	\$ 58,991	\$ 58,991	50%	\$ 38,652	\$ 38,652	\$ 97,643	\$ 97,643
3	2026	2%	48,486,104	\$ 197,940,879	\$ 126,032,770	50%	\$ 175,087	\$ 234,077	50%	\$ 114,722	\$ 153,375	\$ 289,809	\$ 387,452
4	2027	2%	74,608,222	\$ 276,507,918	\$ 204,599,809	50%	\$ 295,736	\$ 529,813	50%	\$ 193,775	\$ 347,150	\$ 489,511	\$ 876,964
5	2028	2%	75,667,413	\$ 357,705,490	\$ 285,797,381	50%	\$ 480,093	\$ 1,009,907	50%	\$ 314,572	\$ 661,722	\$ 794,666	\$ 1,671,629
6	2029	2%	77,180,761	\$ 442,040,361	\$ 370,132,252	50%	\$ 670,624	\$ 1,680,530	50%	\$ 439,413	\$ 1,101,136	\$ 1,110,037	\$ 2,781,666
7	2030	2%	52,933,383	\$ 503,814,551	\$ 431,906,442	50%	\$ 868,515	\$ 2,549,046	50%	\$ 569,078	\$ 1,670,214	\$ 1,437,594	\$ 4,219,260
8	2031	2%	53,532,576	\$ 567,423,418	\$ 495,515,309	50%	\$ 1,013,468	\$ 3,562,514	50%	\$ 664,056	\$ 2,334,270	\$ 1,677,525	\$ 5,896,785
9	2032	2%	27,301,614	\$ 606,073,500	\$ 534,165,391	50%	\$ 1,162,727	\$ 4,725,241	50%	\$ 761,855	\$ 3,096,125	\$ 1,924,581	\$ 7,821,366
10	2033	2%	27,847,646	\$ 646,042,617	\$ 574,134,508	50%	\$ 1,253,419	\$ 5,978,660	50%	\$ 821,279	\$ 3,917,404	\$ 2,074,698	\$ 9,896,064
11	2034	2%	-	\$ 658,963,469	\$ 587,055,360	50%	\$ 1,347,207	\$ 7,325,867	50%	\$ 882,732	\$ 4,800,136	\$ 2,229,938	\$ 12,126,003
12	2035	2%	-	\$ 672,142,738	\$ 600,234,629	50%	\$ 1,377,525	\$ 8,703,392	50%	\$ 902,598	\$ 5,702,734	\$ 2,280,123	\$ 14,406,126
13	2036	2%	-	\$ 685,585,593	\$ 613,677,484	50%	\$ 1,408,451	\$ 10,111,843	50%	\$ 922,861	\$ 6,625,595	\$ 2,331,311	\$ 16,737,437
14	2037	2%	-	\$ 699,297,305	\$ 627,389,196	50%	\$ 1,439,994	\$ 11,551,837	50%	\$ 943,529	\$ 7,569,124	\$ 2,383,523	\$ 19,120,961
15	2038	2%	-	\$ 713,283,251	\$ 641,375,142	50%	\$ 1,472,169	\$ 13,024,005	50%	\$ 964,611	\$ 8,533,735	\$ 2,436,780	\$ 21,557,740
16	2039	2%	-	\$ 727,548,916	\$ 655,640,807	50%	\$ 1,504,987	\$ 14,528,992	50%	\$ 986,114	\$ 9,519,849	\$ 2,491,101	\$ 24,048,841
17	2040	2%	-	\$ 742,099,894	\$ 670,191,785	50%	\$ 1,538,461	\$ 16,067,453	50%	\$ 1,008,048	\$ 10,527,897	\$ 2,546,509	\$ 26,595,350
18	2041	2%	-	\$ 756,941,892	\$ 685,033,783	50%	\$ 1,572,605	\$ 17,640,058	50%	\$ 1,030,420	\$ 11,558,317	\$ 2,603,025	\$ 29,198,375
19	2042	2%	-	\$ 772,080,730	\$ 700,172,621	50%	\$ 1,607,432	\$ 19,247,490	50%	\$ 1,053,239	\$ 12,611,556	\$ 2,660,671	\$ 31,859,046
20	2043	2%	-	\$ 787,522,345	\$ 715,614,236	50%	\$ 1,642,955	\$ 20,890,445	50%	\$ 1,076,515	\$ 13,688,071	\$ 2,719,470	\$ 34,578,517
21	2044	2%	-	\$ 803,272,792	\$ 731,364,683	50%	\$ 1,679,189	\$ 22,569,634	50%	\$ 1,100,257	\$ 14,788,328	\$ 2,779,446	\$ 37,357,962
22	2045	2%	-	\$ 819,338,247	\$ 747,430,138	50%	\$ 1,716,147	\$ 24,285,781	50%	\$ 1,124,473	\$ 15,912,802	\$ 2,840,620	\$ 40,198,583
23	2046	2%	-	\$ 835,725,012	\$ 763,816,903	50%	\$ 1,753,845	\$ 26,039,626	50%	\$ 1,149,174	\$ 17,061,975	\$ 2,903,019	\$ 43,101,601
24	2047	2%	-	\$ 852,439,513	\$ 780,531,404	50%	\$ 1,792,296	\$ 27,831,922	50%	\$ 1,174,368	\$ 18,236,344	\$ 2,966,665	\$ 46,068,266
25	2048	2%	-	\$ 869,488,303	\$ 797,580,194	50%	\$ 1,831,517	\$ 29,663,439	50%	\$ 1,200,067	\$ 19,436,411	\$ 3,031,584	\$ 49,099,850
26	2049	2%	-	\$ 886,878,069	\$ 814,969,960	50%	\$ 1,871,522	\$ 31,534,961	50%	\$ 1,226,280	\$ 20,662,690	\$ 3,097,801	\$ 52,197,652
27	2050	2%	-	\$ 904,615,630	\$ 832,707,521	50%	\$ 1,912,327	\$ 33,447,288	50%	\$ 1,253,016	\$ 21,915,707	\$ 3,165,343	\$ 55,362,995
28	2051	2%	-	\$ 922,707,943	\$ 850,799,834	50%	\$ 1,953,948	\$ 35,401,237	50%	\$ 1,280,288	\$ 23,195,995	\$ 3,234,236	\$ 58,597,231
29	2052	2%	-	\$ 941,162,102	\$ 869,253,993	50%	\$ 1,996,402	\$ 37,397,638	50%	\$ 1,308,105	\$ 24,504,099	\$ 3,304,507	\$ 61,901,738
30	2053	2%	-	\$ 959,985,344	\$ 888,077,235	50%	\$ 2,039,704	\$ 39,437,343	50%	\$ 1,336,478	\$ 25,840,577	\$ 3,376,183	\$ 65,277,920
31	2054	2%	-	\$ 979,185,051	\$ 907,276,942	50%	\$ 2,083,873	\$ 41,521,216	50%	\$ 1,365,419	\$ 27,205,996	\$ 3,449,292	\$ 68,727,212
32	2055	2%	-	\$ 998,768,752	\$ 926,860,643	50%	\$ 2,128,925	\$ 43,650,141	50%	\$ 1,394,938	\$ 28,600,934	\$ 3,523,864	\$ 72,251,076
33	2056	2%	-	\$ 1,018,744,127	\$ 946,836,018	50%	\$ 2,174,878	\$ 45,825,020	50%	\$ 1,425,048	\$ 30,025,983	\$ 3,599,927	\$ 75,851,003
34	2057	2%	-	\$ 1,039,119,009	\$ 967,210,900	50%	\$ 2,221,751	\$ 48,046,771	50%	\$ 1,455,760	\$ 31,481,743	\$ 3,677,511	\$ 79,528,514
35	2058	2%	-	\$ 1,059,901,389	\$ 987,993,280	50%	\$ 2,269,560	\$ 50,316,331	50%	\$ 1,487,087	\$ 32,968,830	\$ 3,756,647	\$ 83,285,161
36	2059	2%	-	\$ 1,081,099,417	\$ 1,009,191,308	50%	\$ 2,318,326	\$ 52,634,657	50%	\$ 1,519,040	\$ 34,487,869	\$ 3,837,366	\$ 87,122,527
37	2060	2%	-	\$ 1,102,721,406	\$ 1,030,813,297	50%	\$ 2,368,067	\$ 55,002,725	50%	\$ 1,551,632	\$ 36,039,501	\$ 3,919,699	\$ 91,042,226
38	2061	2%	-	\$ 1,124,775,834	\$ 1,052,867,725	50%	\$ 2,418,803	\$ 57,421,528	50%	\$ 1,584,875	\$ 37,624,376	\$ 4,003,679	\$ 95,045,905
39	2062	2%	-	\$ 1,147,271,350	\$ 1,075,363,241	50%	\$ 2,470,554	\$ 59,892,082	50%	\$ 1,618,784	\$ 39,243,161	\$ 4,089,338	\$ 99,135,243
40	2063	2%	-	\$ 1,170,216,777	\$ 1,098,308,668	50%	\$ 2,523,340	\$ 62,415,422	50%	\$ 1,653,371	\$ 40,896,532	\$ 4,176,711	\$ 103,311,954
Total			508,794,779			\$ 62,415,422			\$ 40,896,532			\$ 103,311,954	

Assumptions	
Base Taxable Value ³	\$ 71,908,109
City AV Rate	0.469300
County AV Rate	0.3075

Footnotes
1) Values increased at 2% annually.
2) Based on project development data as provided by the City.
3) Base Taxable Value is subject to confirmation by Appraisal District.
4) The City agreed to participate at 50% of the Incremental Value of property tax.
5) The County agreed to participate at 50% of the Incremental Value of property tax.

EXHIBIT G – PROPOSED USES OF THE PROPERTY



EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

Full Street Rebuild (Local Streets Only)

- Includes pavement, curb & gutter, water, wastewater, stormwater and decorative lighting.



8,475 linear feet of streets for full rebuild.

Streets anticipated to be curb & gutter design at 28' of pavement. Recent full depth street construction cost is \$60.00 per square foot. T

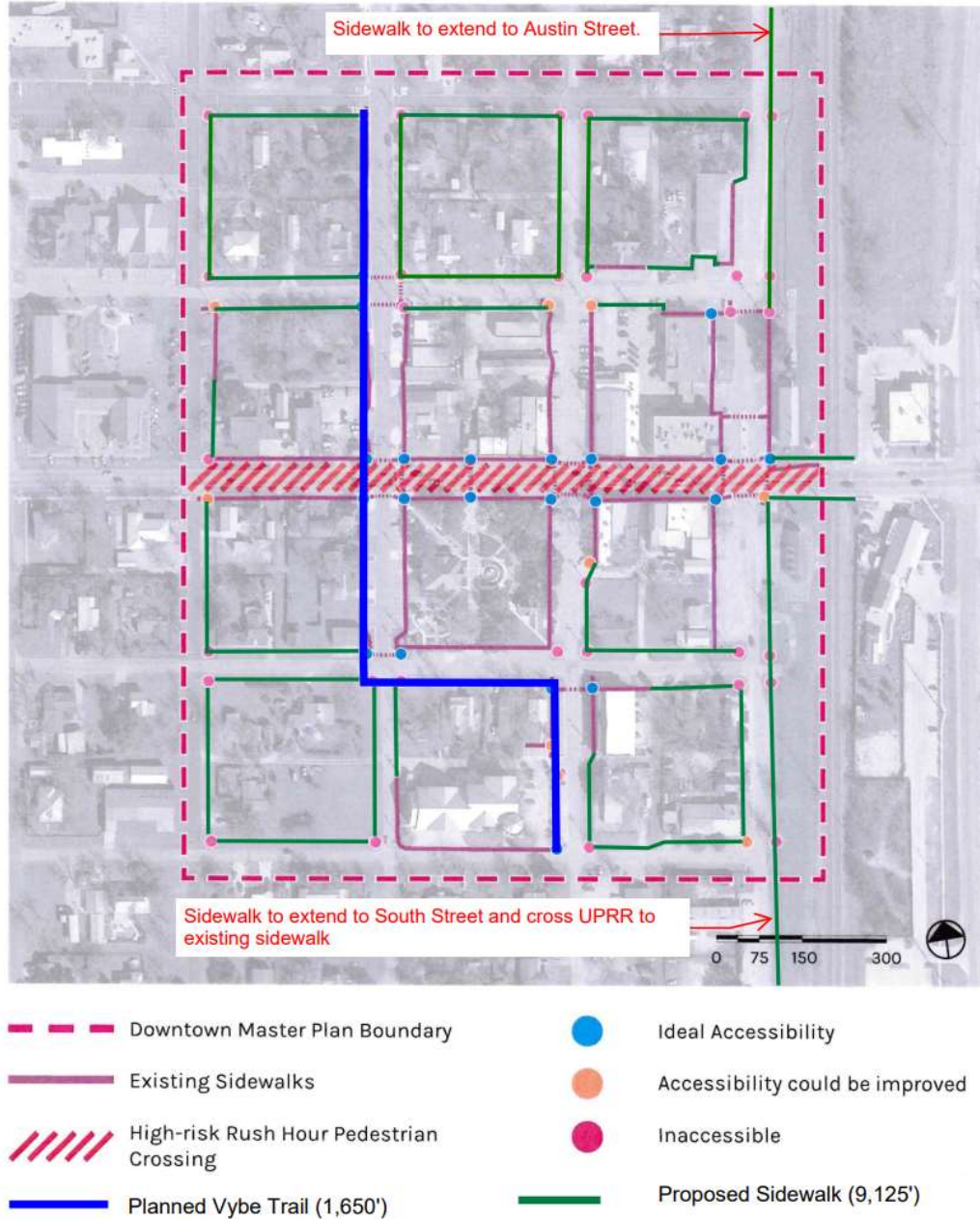
8,475 linear feet x 28' pavement width x \$60.00 per sq. ft. = **\$14,238,000.00 + annual % increase for inflation etc.**

*This does not include adjacent sidewalk or Vybe Trail costs, as those are accounted for already in this document.

Sidewalk Construction

Approximately 1,650 linear feet of Vybe Trail & 9,125 linear feet of 5' sidewalks.

Existing Pedestrian Conditions Map



Vybe Trail Estimated Cost @ \$378.78 per linear foot = **\$625,000.00**

5' Sidewalk Estimated Cost @ \$20.00 per sq. ft. = **\$912,500.00**

New City Office Building – 111 N. Front Street

\$15,300,000.00 - \$22,950,000.00



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates a 2-3 story building to replace the former Kyle Police Department building on site. The footprint of the building (depicted in red) is approximately 75' deep and 170' wide with a footprint of approximately 12,750 sq. ft. The building is assumed to be 3-stories for a total of 38,250 sq. ft. Use will be for office.

Office Building

- Cost at 2-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 25,500 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$15,300,000.00

- Cost at 3-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 38,250 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$22,950,000.00

Downtown Parking Garages

The draft Downtown Masterplan anticipates two (2) public above ground parking garages.



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates 2, 3-level public parking garages. One will be located at 201 W. Lockhart Street and the other at 310 W. Moore. Locations are subject to change.

Parking Garage (2)

- 3 Levels
- Number of Parking Spaces = 300 spaces each
- Cost per Parking Space = \$30,000.00
- Cost per Garage = \$9,000,000.00
- Cost for two(2) Garages = \$18,000,000.00

Front Street Linear Park



Downtown Master Plan Project Boundary

The area between North and South Front Street and the UPRR tracks is approximately 2,000' in length. The park intended to provide increased detention capacity for downtown, street parking along Front Street, meandering sidewalks, landscaping, decorative fencing adjacent to the UPRR tracks and landscape easements between the UPRR tracks and IH-35 along both sides of E. Center Street. The cost is not yet identified, but staff recommends allocating \$7,500,000.00 for the project.

Land Acquisition for Floodplain Management

3 parcels to be acquired primarily for floodplain management and possibly used for Vybe Trail connectivity per Vybe Trail map. The parcels are difficult to develop as most of each tract are within the 100-year floodplain. The city should purchase to preserve the floodplain in the area.

- R96710 = TRAILS SUB PHASE IIA, BLOCK J, LOT 58, ACRES 11.45
 - Valued at **\$11,450.00**
 - City maintains this detention pond and lot as the HOA dissolved years ago. This parcel also has a key connection of the Vybe Trail identified for this site.
- R14839 = **\$125,000** (125% of the market value per Hays CAD).
- R14826 = **\$219,412.50** (125% of the market value per Hays CAD).

EXHIBIT I – PARCEL IDENTIFICATION

Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage
R180359	16.00	R154932	1.96	R24744	0.14	R140603	1.20	R33513	0.13	R33703	0.26
R180358	6.40	R123942	0.22	R14816	0.20	R134175	2.20	R33509	0.26	R33706	0.40
R114245	1.00	R155355	1.67	R33536	0.11	R14673	0.26	R60603	0.20	R33704	0.13
R114246	0.99	R155356	0.92	R33537	0.63	R14674	0.79	R33506	0.32	R33705	0.13
R114247	1.26	R155357	0.90	R33526	0.22	R161685	0.19	R33507	0.15	R165807	0.13
R144839	13.21	R14831	2.60	R33527	0.15	R14747	1.24	R33508	0.26	R165808	0.13
R114248	1.00	R33474	0.10	R33528	0.22	R14634	0.32	R33499	0.36	R33707	0.20
R114249	1.17	R33475	0.20	R33529	0.07	R33688	0.30	R33500	0.22	R33708	0.20
R114250	1.17	R33476	0.30	R33532	0.05	R33690	0.27	R33501	0.15	R33709	0.30
R114251	1.18	R33473	0.23	R33531	0.07	R33700	0.30	R33559	0.30	R33710	0.37
R114252	1.00	R33472	0.70	R33530	0.07	R33687	0.26	R33560	0.10	R33714	0.27
R151286	6.97	R33483	0.10	R33535	0.26	R33671	0.26	R33558	0.20	R33713	0.27
R151284	4.71	R33484	0.11	R33534	0.26	R33672	0.13	R85300	0.13	R33711	0.02
R151285	1.96	R33485	0.13	R33546	0.66	R139266	0.26	R33566	0.26	R33712	0.03
R115975	30.18	R33486	0.11	R33551	0.13	R33668	0.30	R33565	0.13	R71100	0.26
R96710	11.45	R33487	0.11	R33548	0.16	R33669	0.20	R33564	0.26	R62688	0.13
R14839	5.00	R60601	0.11	R33549	0.17	R33670	0.10	R33563	0.13	R33717	0.13
R14826	5.00	R33488	0.11	R33550	0.20	R333595	0.10	R33562	0.26	R33715	0.26
R14803	5.00	R33482	0.16	R33599	0.66	R33594	0.10	R33561	0.26	R33716	0.26
R137372	9.76	R33481	0.16	R33597	0.20	R33596	0.26	R33552	0.07	R33723	0.30
R114181	1.16	R33480	0.20	R33598	0.46	R33589	0.05	R33553	0.13	R53240	0.50
R114182	1.22	R33479	0.31	R33673	0.40	R33590	0.04	R33554	0.07	R53241	0.50
R15973	1.22	R33477	0.16	R33674	0.26	R33592	0.45	R33555	0.13	R33724	0.20
R115974	1.71	R33478	0.16	R60611	0.26	R33593	0.19	R33556	0.13	R33725	0.10
R175380	4.11	R33494	0.20	R33676	0.13	R60605	1.43	R33557	0.13	R33726	0.32
R175383	5.05	R33495	0.10	R33675	0.26	R33523	0.07	R33584	0.50	R136940	0.30
R175382	1.46	R33496	0.10	R167978	0.95	R33522	0.07	R33586	0.20	R136939	0.15
R175381	2.07	R33497	0.07	R33695	0.45	R106783	0.07	R137802	0.23	R33727	0.31
R63395	1.49	R33498	0.11	R33691	0.36	R189520	0.12	R33588	0.40	R53249	0.49
R14807	0.27	R33493	0.10	R33692	0.91	R189519	0.07	R33578	0.50	R53250	0.33
R14851	0.26	R134854	0.35	R33696	0.50	R33514	0.06	R33579	0.26	R131511	0.30
R167099	1.12	R33491	0.43	R33697	0.06	R33515	0.12	R33580	0.26	R137910	0.29
R167100	2.13	R33489	0.32	R33694	0.28	R33516	0.60	R33581	0.13	R53245	0.30
R113723	2.96	R33490	0.25	R180715	0.21	R33517	0.12	R127899	0.13	R53247	0.27
R120645	2.88	R70242	0.11	R180716	0.51	R33521	0.06	R33583	0.13	R53243	0.20
R144260	1.28	R70241	0.37	R180714	1.67	R33518	0.19	R60610	0.66	R136942	0.44
R144259	0.73	R14690	3.24	R33698	1.05	R33510	0.19	R127819	0.66	R53244	0.50
R112079	1.13	R14780	0.32	R138349	0.34	R33511	0.41	R137801	1.43		
R165788	0.62	R14726	1.54	R14745	0.63	R33512	0.17	R33701	0.20		
R165792	2.28	R14822	0.80	R140604	1.31	R60604	0.13	R33702	0.20		

EXHIBIT J – TIRZ BOND SUMMARY (PRELIMINARY)

City of Kyle, Texas Downtown TIRZ Debt Financing Plan December 8, 2023								
Year	Calendar Year	TIRZ Increment	\$ 10,000,000 Series 2027	\$ 15,000,000 Series 2032	\$ 10,000,000 Series 2037	\$ 35,000,000 Total DS	Remaining TIRZ	Coverage
1	2024	\$ -				\$ -	\$ -	
2	2025	\$ 97,643				\$ -	\$ 97,643	
3	2026	\$ 197,496				\$ -	\$ 197,496	
4	2027	\$ 395,351				\$ -	\$ 395,351	
5	2028	\$ 602,579	\$ 550,000			\$ 550,000	\$ 52,579	1.10X
6	2029	\$ 816,145	\$ 739,638			\$ 739,638	\$ 76,508	1.10X
7	2030	\$ 1,037,900	\$ 928,275			\$ 928,275	\$ 109,625	1.12X
8	2031	\$ 1,269,837	\$ 1,139,675			\$ 1,139,675	\$ 130,162	1.11X
9	2032	\$ 1,508,740	\$ 1,333,013			\$ 1,333,013	\$ 175,728	1.13X
10	2033	\$ 1,720,819	\$ 579,825	\$ 825,000		\$ 1,404,825	\$ 315,994	1.22X
11	2034	\$ 1,937,140	\$ 581,300	\$ 1,034,088		\$ 1,615,388	\$ 321,753	1.20X
12	2035	\$ 2,091,792	\$ 582,225	\$ 1,036,850		\$ 1,619,075	\$ 472,717	1.29X
13	2036	\$ 2,251,744	\$ 582,600	\$ 1,033,925		\$ 1,616,525	\$ 635,219	1.39X
14	2037	\$ 2,302,364	\$ 582,425	\$ 1,035,313		\$ 1,617,738	\$ 684,627	1.42X
15	2038	\$ 2,353,997	\$ 581,700	\$ 1,035,875	\$ 550,000	\$ 2,167,575	\$ 186,422	1.09X
16	2039	\$ 2,406,663	\$ 580,425	\$ 1,035,613	\$ 550,000	\$ 2,166,038	\$ 240,626	1.11X
17	2040	\$ 2,460,382	\$ 578,600	\$ 1,034,525	\$ 550,000	\$ 2,163,125	\$ 297,257	1.14X
18	2041	\$ 2,515,176	\$ 581,088	\$ 1,032,613	\$ 550,000	\$ 2,163,700	\$ 351,476	1.16X
19	2042	\$ 2,571,065	\$ 577,888	\$ 1,034,738	\$ 550,000	\$ 2,162,625	\$ 408,440	1.19X
20	2043	\$ 2,571,065	\$ 579,000	\$ 1,035,763	\$ 647,250	\$ 2,262,013	\$ 309,053	1.14X
21	2044	\$ 2,571,065	\$ 579,288	\$ 1,035,688	\$ 641,750	\$ 2,256,725	\$ 314,340	1.14X
22	2045	\$ 2,628,072	\$ 578,750	\$ 1,034,513	\$ 636,250	\$ 2,249,513	\$ 378,560	1.17X
23	2046	\$ 2,686,219	\$ 582,250	\$ 1,037,100	\$ 630,750	\$ 2,250,100	\$ 436,119	1.19X
24	2047	\$ 2,745,530	\$ 579,788	\$ 1,033,450	\$ 625,250	\$ 2,238,488	\$ 507,043	1.23X
25	2048	\$ 2,806,026	\$ 581,363	\$ 1,033,563	\$ 930,950	\$ 2,545,875	\$ 260,151	1.10X
26	2049	\$ 2,867,732	\$ 581,838	\$ 1,032,300	\$ 932,163	\$ 2,546,300	\$ 321,432	1.13X
27	2050	\$ 2,930,673	\$ 581,213	\$ 1,034,525	\$ 932,000	\$ 2,547,738	\$ 382,936	1.15X
28	2051	\$ 2,994,872	\$ 579,488	\$ 1,035,100	\$ 930,463	\$ 2,545,050	\$ 449,822	1.18X
29	2052	\$ 3,060,355	\$ 581,525	\$ 1,034,025	\$ 927,550	\$ 2,543,100	\$ 517,255	1.20X
30	2053	\$ 3,060,355	\$ 582,188	\$ 1,036,163	\$ 928,125	\$ 2,546,475	\$ 513,880	1.20X
31	2054	\$ 3,060,355	\$ 581,475	\$ 1,036,375	\$ 931,913	\$ 2,549,763	\$ 510,593	1.20X
32	2055	\$ 3,127,148	\$ 579,388	\$ 1,034,663	\$ 928,913	\$ 2,542,963	\$ 584,186	1.23X
33	2056	\$ 3,195,277	\$ 580,788	\$ 1,035,888	\$ 929,125	\$ 2,545,800	\$ 649,477	1.26X
34	2057	\$ 3,264,768	\$ 580,538	\$ 1,034,913	\$ 932,275	\$ 2,547,725	\$ 717,043	1.28X
35	2058	\$ 3,335,650	\$ -	\$ 1,036,600	\$ 928,363	\$ 1,964,963	\$ 1,370,688	1.70X
36	2059	\$ 3,407,948	\$ -	\$ 1,035,813	\$ 927,388	\$ 1,963,200	\$ 1,444,748	1.74X
37	2060	\$ 3,481,693	\$ -	\$ 1,032,550	\$ 929,075	\$ 1,961,625	\$ 1,520,068	1.77X
38	2061	\$ 3,556,913	\$ -	\$ 1,036,538	\$ 928,288	\$ 1,964,825	\$ 1,592,088	1.81X
39	2062	\$ 3,633,637	\$ -	\$ 1,032,638	\$ 929,888	\$ 1,962,525	\$ 1,671,112	1.85X
40	2063	\$ 3,633,637	\$ -	\$ -	\$ 852,825	\$ 852,825	\$ 2,780,812	4.26X
Total			\$ 19,207,550	\$ 30,836,700	\$ 20,730,550	\$ 70,774,800	\$ 22,381,023	



REINVESTMENT ZONE NUMBER SIX,
CITY OF KYLE, TEXAS
AMENDED FINAL PROJECT AND FINANCE PLAN
APRIL 2, 2024

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SECTION 1: DEFINITIONS

Capitalized terms used in this Final Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Final Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Final Plan or an Exhibit or Appendix attached to and made a part of this Final Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, as amended, “Tax Increment Financing Act”.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Hays Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**City**” means the City of Kyle, Texas.

“**City 380 Agreement**” means the agreement between the City and any entity that provides incentive payments to the entity, upon the satisfaction of certain metrics, paid with the TIRZ Increment Receipts produced by the Zone.

“**City Council**” means the governing body of the City.

“**City TIRZ Increment**” means fifty percent (50%) of the City’s ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

“**County**” means Hays County, Texas.

“**County Participation Agreement**” means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Six, City of Kyle, Texas, entered into by the City, County, and the Board on _____, 2024, detailing the City and County’s participation in the Zone.

“**County TIRZ Increment**” means fifty percent (50%) of the County’s ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone,

excluding the portion of real property taxes collected and received associated with road and bridge maintenance and operations, and deposited into the TIRZ Fund.

“Creation Ordinance” means Ordinance No. 1296 adopted by the City Council on December 19, 2023.

“Debt Service” means the total principal and interest due on any TIRZ Bonds issued and sold by the City to acquire the Public Improvements, which Debt Service may be paid from the TIRZ Increment Receipts.

“Feasibility Study” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit F**.

“Final Plan” means this *Reinvestment Zone Number Six, City of Kyle Amended Final Project and Finance Plan*.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit C**.

“Preliminary Plan” means the *Reinvestment Zone Number Six, City of Kyle Preliminary Project and Finance Plan* approved by the City Council on February 20, 2024.

“Project Costs” means the total actual costs for those projects benefitting the Zone, as shown on **Exhibit D** hereto, including the actual costs of the Public Improvements, any future City 380 Agreement, and the Administrative Costs.

“Property” means 229 acres of land as depicted on **Exhibit A**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes roads, stormwater, parking (including parking garage), sidewalks and trails, linear park, City administrative building, and land for floodplain management related thereto, as depicted on **Exhibit H**, and detailed on **Exhibit D**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIRZ Bonds” means any public securities issued by the City to acquire the Public Improvements, which Debt Service thereof may be paid from the TIRZ Increment Receipts; provided, however, the County portion of TIRZ Increment Receipts shall not be pledged to the payment of TIRZ Bonds. The preliminary schedule for the TIRZ Bonds is detailed on **Exhibit J**.

“TIRZ Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“TIRZ Increment Receipts” means the cumulative amount of the City TIRZ Increment and the County TIRZ Increment.

“Zone” means Reinvestment Zone Number Six, City of Kyle, as depicted on **Exhibit A**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Final Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit G**, and confirmed by the adoption of this Final Plan.

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.5 Creation of the Zone

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute the City TIRZ Increment and the

County shall contribute the County TIRZ Increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Residential Townhome, Community Commercial, and Single Family Residential and is intended to be developed with commercial and residential uses. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future. Currently 11.2% of the property is used for residential purposes as shown on **Exhibit A**.

3.2 Proposed Uses

The proposed uses of the Property in the City include single family residential, commercial, office/retail, multifamily, retail, retail/restaurant, residential townhome, duplexes, vertical mixed-use commercial areas, as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The Property is currently zoned as Residential Townhome, Community Commercial, and Single Family Residential. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit C** and are estimated to be approximately \$338,355,507.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be \$99,135,182, as shown below and detailed on **Exhibit D**. The costs of Public Improvements and any future City 380 Agreement are estimated to be \$98,531,163, and the Administrative Costs are estimated to be \$604,020.

8.2 Administrative Costs

The Administrative Costs are estimated to be \$10,000 per year beginning 2024 and escalating at two percent (2%) per year thereafter. The Administrative Costs shall be paid each year from the City's portion of the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2024 and 2032, as shown on **Exhibit E**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibility Study, as shown on **Exhibit F**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$201,304,033 in total new real property tax revenue for the participating taxing entities over the remaining term of the Zone. Approximately \$86,575,311 will be deposited into the TIRZ Fund to pay for the Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at \$114,728,722 shall be retained by the participating taxing entities.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be \$62,415,422, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be \$62,415,422 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be \$24,159,889, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$52,313,300 over the remaining term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

The City shall be authorized to issue TIRZ Bonds which are payable from the City TIRZ Increment and the County TIRZ Increment. The estimated bonded indebtedness of the Zone is anticipated to be \$35,000,000, as shown on **Exhibit J**.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$71,908,109 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$1,098,308,668 as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate both the City TIRZ Increment the County TIRZ Increment, as applicable, pursuant to the Final Plan.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

The Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ Fund beginning in 2024. For example, in FY 2024, the City's ad valorem tax rate was \$0.4693 per \$100 of taxable value, therefore the City would contribute \$0.23465 per \$100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ Fund. For example, in FY 2024, the County's ad valorem tax rate was \$0.3075 per \$100 of taxable value, of which \$0.02 per \$100 of taxable value was associated with road and bridge maintenance and operations, therefore the County would contribute \$0.14375 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The TIRZ Increment Receipts deposited into the TIRZ Fund shall be prioritized and allocated on a parcel by parcel basis as follows:

1. First, for the reasonable Administrative Costs of the Zone, to be paid solely from the City's TIRZ contribution; then
2. Second, to the allocation for the annual payments of Debt Service of any TIRZ Bonds issued to acquire the Public Improvements; then
3. Third, to be used in any other manner authorized by the Board and the City and as allowed pursuant to the Act, including for payments by the City to any third-party for the Project Costs under any agreement between the City and the third-party entered into pursuant to Chapter 380, Texas Local Government Code, as amended.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City or County unless otherwise approved by their respective governing bodies. The TIRZ Fund shall only be used to pay the Project Costs. The City may amend the Final Plan in compliance with the County Participation Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2063, with the last payment being due by January 31, 2064, unless otherwise terminated in accordance with the Creation Ordinance. However, the County's participation in the TIRZ shall only continue until December 31, 2053, unless further extended pursuant to a future amendment to the Interlocal Agreement with the City.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2063, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City nor County shall have an obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City or County from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Absorption Schedule
Exhibit C	Non-Project Costs
Exhibit D	Project Costs
Exhibit E	Estimated Timeline of Incurred Costs
Exhibit F	Feasibility Study
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements
Exhibit I	Parcel Identification
Exhibit J	TIRZ Bond Summary (Preliminary)

EXHIBIT A – MAP OF THE ZONE

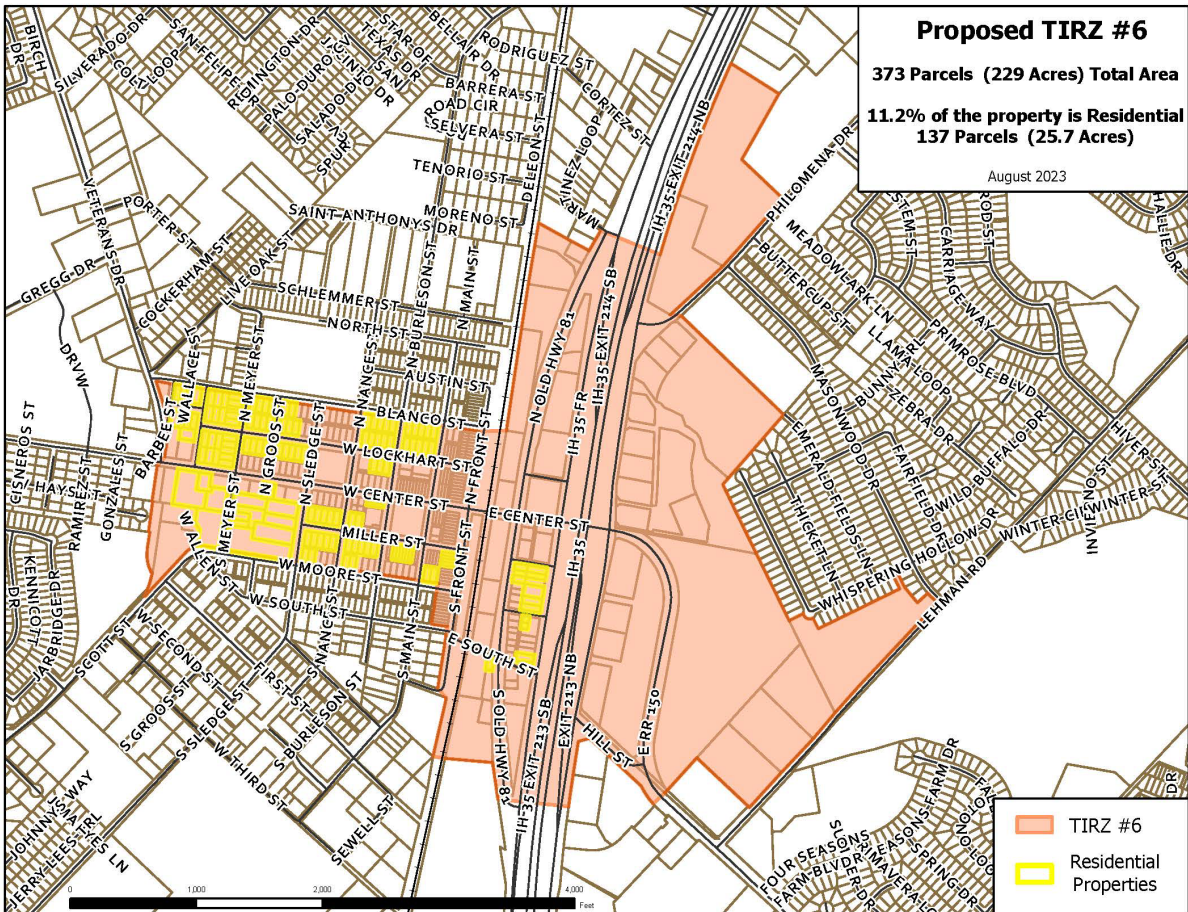


EXHIBIT B – ABSORPTION SCHEDULE

Reinvestment Zone Number 6, City of Kyle, Texas Estimated Absorption Schedule																	
Zone	Calendar	Collection	Mixed Use		Comm./Retail		Office		Single Family		Multi-Family		Townhome		Hotel		Annual New Value
Year	Year	Year	SF	\$	SF	\$	SF	\$	Unit	\$	Unit	\$	Unit	\$	Key	\$	
Base	2023	2024															
1	2024	2025	2,163	\$ 300	40,867	\$ 300	2,365	\$ 200	1	\$ 400,000	46	\$ 170,000	2	\$ 325,000	7	\$ 200,000	\$ 23,701,665
2	2025	2026	4,326	\$ 306	81,734	\$ 306	4,731	\$ 204	-	\$ 408,000	93	\$ 173,400	4	\$ 331,500	14	\$ 204,000	\$ 47,535,396
3	2026	2027	4,326	\$ 312	81,734	\$ 312	4,731	\$ 208	-	\$ 416,160	93	\$ 176,868	4	\$ 338,130	14	\$ 208,080	\$ 48,486,104
4	2027	2028	6,488	\$ 318	122,601	\$ 318	7,096	\$ 212	1	\$ 424,483	139	\$ 180,405	6	\$ 344,893	21	\$ 212,242	\$ 74,608,222
5	2028	2029	6,488	\$ 325	122,601	\$ 325	7,096	\$ 216	-	\$ 432,973	139	\$ 184,013	6	\$ 351,790	21	\$ 216,486	\$ 75,667,413
6	2029	2030	6,488	\$ 331	122,601	\$ 331	7,096	\$ 221	-	\$ 441,632	139	\$ 187,694	6	\$ 358,826	21	\$ 220,816	\$ 77,180,761
7	2030	2031	4,326	\$ 338	81,734	\$ 338	4,731	\$ 225	1	\$ 450,465	93	\$ 191,448	4	\$ 366,003	14	\$ 225,232	\$ 52,933,383
8	2031	2032	4,326	\$ 345	81,734	\$ 345	4,731	\$ 230	-	\$ 459,474	93	\$ 195,277	4	\$ 373,323	14	\$ 229,737	\$ 53,532,576
9	2032	2033	2,163	\$ 351	40,867	\$ 351	2,365	\$ 234	-	\$ 468,664	46	\$ 199,182	2	\$ 380,789	7	\$ 234,332	\$ 27,301,614
10	2033	2034	2,163	\$ 359	40,867	\$ 359	2,365	\$ 239	-	\$ 478,037	46	\$ 203,166	2	\$ 388,405	7	\$ 239,019	\$ 27,847,646
11	2034	2035	-	\$ 366	-	\$ 366	-	\$ 244	-	\$ 487,598	-	\$ 207,229	-	\$ 396,173	-	\$ 243,799	\$ -
12	2035	2036	-	\$ 373	-	\$ 373	-	\$ 249	-	\$ 497,350	-	\$ 211,374	-	\$ 404,097	-	\$ 248,675	\$ -
13	2036	2037	-	\$ 380	-	\$ 380	-	\$ 254	-	\$ 507,297	-	\$ 215,601	-	\$ 412,179	-	\$ 253,648	\$ -
14	2037	2038	-	\$ 388	-	\$ 388	-	\$ 259	-	\$ 517,443	-	\$ 219,913	-	\$ 420,422	-	\$ 258,721	\$ -
15	2038	2039	-	\$ 396	-	\$ 396	-	\$ 264	-	\$ 527,792	-	\$ 224,311	-	\$ 428,831	-	\$ 263,896	\$ -
16	2039	2040	-	\$ 404	-	\$ 404	-	\$ 269	-	\$ 538,347	-	\$ 228,798	-	\$ 437,407	-	\$ 269,174	\$ -
17	2040	2041	-	\$ 412	-	\$ 412	-	\$ 275	-	\$ 549,114	-	\$ 233,374	-	\$ 446,155	-	\$ 274,557	\$ -
18	2041	2042	-	\$ 420	-	\$ 420	-	\$ 280	-	\$ 560,097	-	\$ 238,041	-	\$ 455,078	-	\$ 280,048	\$ -
19	2042	2043	-	\$ 428	-	\$ 428	-	\$ 286	-	\$ 571,298	-	\$ 242,802	-	\$ 464,180	-	\$ 285,649	\$ -
20	2043	2044	-	\$ 437	-	\$ 437	-	\$ 291	-	\$ 582,724	-	\$ 247,658	-	\$ 473,464	-	\$ 291,362	\$ -
21	2044	2045	-	\$ 446	-	\$ 446	-	\$ 297	-	\$ 594,379	-	\$ 252,611	-	\$ 482,933	-	\$ 297,189	\$ -
22	2045	2046	-	\$ 455	-	\$ 455	-	\$ 303	-	\$ 606,267	-	\$ 257,663	-	\$ 492,592	-	\$ 303,133	\$ -
23	2046	2047	-	\$ 464	-	\$ 464	-	\$ 309	-	\$ 618,392	-	\$ 262,817	-	\$ 502,443	-	\$ 309,196	\$ -
24	2047	2048	-	\$ 473	-	\$ 473	-	\$ 315	-	\$ 630,760	-	\$ 268,073	-	\$ 512,492	-	\$ 315,380	\$ -
25	2048	2049	-	\$ 483	-	\$ 483	-	\$ 322	-	\$ 643,375	-	\$ 273,434	-	\$ 522,742	-	\$ 321,687	\$ -
26	2049	2050	-	\$ 492	-	\$ 492	-	\$ 328	-	\$ 656,242	-	\$ 278,903	-	\$ 533,197	-	\$ 328,121	\$ -
27	2050	2051	-	\$ 502	-	\$ 502	-	\$ 335	-	\$ 669,367	-	\$ 284,481	-	\$ 543,861	-	\$ 334,684	\$ -
28	2051	2052	-	\$ 512	-	\$ 512	-	\$ 341	-	\$ 682,755	-	\$ 290,171	-	\$ 554,738	-	\$ 341,377	\$ -
29	2052	2053	-	\$ 522	-	\$ 522	-	\$ 348	-	\$ 696,410	-	\$ 295,974	-	\$ 565,833	-	\$ 348,205	\$ -
30	2053	2054	-	\$ 533	-	\$ 533	-	\$ 355	-	\$ 710,338	-	\$ 301,894	-	\$ 577,150	-	\$ 355,169	\$ -
31	2054	2055	-	\$ 543	-	\$ 543	-	\$ 362	-	\$ 724,545	-	\$ 307,931	-	\$ 588,693	-	\$ 362,272	\$ -
32	2055	2056	-	\$ 554	-	\$ 554	-	\$ 370	-	\$ 739,036	-	\$ 314,090	-	\$ 600,466	-	\$ 369,518	\$ -
33	2056	2057	-	\$ 565	-	\$ 565	-	\$ 377	-	\$ 753,816	-	\$ 320,372	-	\$ 612,476	-	\$ 376,908	\$ -
34	2057	2058	-	\$ 577	-	\$ 577	-	\$ 384	-	\$ 768,893	-	\$ 326,779	-	\$ 624,725	-	\$ 384,446	\$ -
35	2058	2059	-	\$ 588	-	\$ 588	-	\$ 392	-	\$ 784,270	-	\$ 333,315	-	\$ 637,220	-	\$ 392,135	\$ -
36	2059	2060	-	\$ 600	-	\$ 600	-	\$ 400	-	\$ 799,956	-	\$ 339,981	-	\$ 649,964	-	\$ 399,978	\$ -
37	2060	2061	-	\$ 612	-	\$ 612	-	\$ 408	-	\$ 815,955	-	\$ 346,781	-	\$ 662,963	-	\$ 407,977	\$ -
38	2061	2062	-	\$ 624	-	\$ 624	-	\$ 416	-	\$ 832,274	-	\$ 353,716	-	\$ 676,223	-	\$ 416,137	\$ -
39	2062	2063	-	\$ 637	-	\$ 637	-	\$ 424	-	\$ 848,920	-	\$ 360,791	-	\$ 689,747	-	\$ 424,460	\$ -
40	2063	2064	-	\$ 649	-	\$ 649	-	\$ 433	-	\$ 865,898	-	\$ 368,007	-	\$ 703,542	-	\$ 432,949	\$ -
			43,255		817,337		47,308		3		927		39		141		\$ 508,794,779

(1) Based on data provided by the City, preliminary estimates only. The values are assumed to escalate 2% annually.

EXHIBIT C – NON-PROJECT COSTS

Lot Type	Unit/SF	Buildout Value	
		\$	Total
Townhome	39	\$ 353,932	\$ 13,775,021
Mixed Use	43,255	\$ 327	\$ 14,131,701
Retail	817,337	\$ 327	\$ 267,029,103
Multi-Family	927	\$ 185,133	\$ 171,569,688
Single Family	3	\$ 424,983	\$ 1,274,948
Office	47,308	\$ 218	\$ 10,303,938
Hotel	141	\$ 217,804	\$ 30,710,380
Total Buildout Value			\$ 508,794,779
Less: Beginning Taxable Value			\$ (71,908,109)
Less: Public Improvements			\$ (98,531,163)
Total Non-Project Costs			\$ 338,355,507

Footnotes:

¹Preliminary estimates only. Buildout value per unit is the weighted average value during the buildout period, which escalates at 2% annually.

EXHIBIT D – PROJECT COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Project Costs	
Project Costs ¹	TIRZ Funding
Local Streets (Full Rebuild)	\$ 14,238,000
Sidewalk and Vybe Trail Construction	\$ 1,537,500
City Office Building (111 N. Front Street) ^{2 3}	\$ 19,125,000
Parking Garages	\$ 18,000,000
Linear Park & Other Park Improvements	\$ 7,500,000
TIRZ Bond Interest ²	\$ 35,774,800
City 380 Grants	\$ 2,000,000
Land Acquisition for Floodplain Management	\$ 355,863
Project Costs Subtotal	\$ 98,531,163
Administrative Costs	604,020
Total Project Costs	\$ 99,135,182
Footnotes:	
¹ Provided by the City on December 1, 2023.	
² County TIRZ Increment shall only be used for the City Office Building or for debt service on any bonds issued to finance the City Office Building in accordance with the terms of the Interlocal Agreement.	
³ Cost is estimated to be between \$15,300,000 and \$22,950,000. An average of these two figures is utilized.	

EXHIBIT E – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2023	\$ -	\$ -
1	2024	\$ 3,101,622	\$ 3,101,622
2	2025	\$ 6,220,527	\$ 9,322,149
3	2026	\$ 6,344,937	\$ 15,667,086
4	2027	\$ 9,763,302	\$ 25,430,388
5	2028	\$ 9,901,909	\$ 35,332,296
6	2029	\$ 10,099,947	\$ 45,432,243
7	2030	\$ 6,926,912	\$ 52,359,155
8	2031	\$ 7,005,323	\$ 59,364,479
9	2032	\$ 3,572,715	\$ 62,937,193
10	2033	\$ -	\$ 62,937,193
11	2034	\$ -	\$ 62,937,193
Total		\$ 62,937,193	

Footnotes:

¹ Estimate provided for illustrative purposes only.

² Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone. Does not include interest costs, which will be paid for the duration of the TIRZ Bonds.

EXHIBIT F – FEASIBILITY STUDY

Zone	Calendar Year	Growth/ Year ¹	Added			City Property Tax Increment ⁴			County TIRZ Increment ⁵			Total TIRZ Fund Contribution	
			Development Value ²	New Taxable Value	Incremental Value	%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2023			\$ 71,908,109									
1	2024	2%	23,701,665	\$ 97,047,936	\$ 25,139,827	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -
2	2025	2%	47,535,396	\$ 146,524,290	\$ 74,616,181	50%	\$ 58,991	\$ 58,991	50%	\$ 36,139	\$ 36,139	\$ 95,129	\$ 95,129
3	2026	2%	48,486,104	\$ 197,940,879	\$ 126,032,770	50%	\$ 175,087	\$ 234,077	50%	\$ 107,261	\$ 143,399	\$ 282,348	\$ 377,477
4	2027	2%	74,608,222	\$ 276,507,918	\$ 204,599,809	50%	\$ 295,736	\$ 529,813	50%	\$ 181,172	\$ 324,571	\$ 476,908	\$ 854,385
5	2028	2%	75,667,413	\$ 357,705,490	\$ 285,797,381	50%	\$ 480,093	\$ 1,009,907	50%	\$ 294,112	\$ 618,684	\$ 774,206	\$ 1,628,590
6	2029	2%	77,180,761	\$ 442,040,361	\$ 370,132,252	50%	\$ 670,624	\$ 1,680,530	50%	\$ 410,834	\$ 1,029,517	\$ 1,081,457	\$ 2,710,048
7	2030	2%	52,933,383	\$ 503,814,551	\$ 431,906,442	50%	\$ 868,515	\$ 2,549,046	50%	\$ 532,065	\$ 1,561,582	\$ 1,400,580	\$ 4,110,628
8	2031	2%	53,532,576	\$ 567,423,418	\$ 495,515,309	50%	\$ 1,013,468	\$ 3,562,514	50%	\$ 620,866	\$ 2,182,448	\$ 1,634,334	\$ 5,744,962
9	2032	2%	27,301,614	\$ 606,073,500	\$ 534,165,391	50%	\$ 1,162,727	\$ 4,725,241	50%	\$ 712,303	\$ 2,894,751	\$ 1,875,030	\$ 7,619,992
10	2033	2%	27,847,646	\$ 646,042,617	\$ 574,134,508	50%	\$ 1,253,419	\$ 5,978,660	50%	\$ 767,863	\$ 3,662,614	\$ 2,021,282	\$ 9,641,274
11	2034	2%	-	\$ 658,963,469	\$ 587,055,360	50%	\$ 1,347,207	\$ 7,325,867	50%	\$ 825,318	\$ 4,487,932	\$ 2,172,525	\$ 11,813,799
12	2035	2%	-	\$ 672,142,738	\$ 600,234,629	50%	\$ 1,377,525	\$ 8,703,392	50%	\$ 843,892	\$ 5,331,824	\$ 2,221,417	\$ 14,035,216
13	2036	2%	-	\$ 685,585,593	\$ 613,677,484	50%	\$ 1,408,451	\$ 10,111,843	50%	\$ 862,837	\$ 6,194,662	\$ 2,271,288	\$ 16,306,504
14	2037	2%	-	\$ 699,297,305	\$ 627,389,196	50%	\$ 1,439,994	\$ 11,551,837	50%	\$ 882,161	\$ 7,076,823	\$ 2,322,156	\$ 18,628,660
15	2038	2%	-	\$ 713,283,251	\$ 641,375,142	50%	\$ 1,472,169	\$ 13,024,005	50%	\$ 901,872	\$ 7,978,695	\$ 2,374,041	\$ 21,002,701
16	2039	2%	-	\$ 727,548,916	\$ 655,640,807	50%	\$ 1,504,987	\$ 14,528,992	50%	\$ 921,977	\$ 8,900,672	\$ 2,426,964	\$ 23,429,664
17	2040	2%	-	\$ 742,099,894	\$ 670,191,785	50%	\$ 1,538,461	\$ 16,067,453	50%	\$ 942,484	\$ 9,843,155	\$ 2,480,945	\$ 25,910,609
18	2041	2%	-	\$ 756,941,892	\$ 685,033,783	50%	\$ 1,572,605	\$ 17,640,058	50%	\$ 963,401	\$ 10,806,556	\$ 2,536,006	\$ 28,446,615
19	2042	2%	-	\$ 772,080,730	\$ 700,172,621	50%	\$ 1,607,432	\$ 19,247,490	50%	\$ 984,736	\$ 11,791,292	\$ 2,592,168	\$ 31,038,782
20	2043	2%	-	\$ 787,522,345	\$ 715,614,236	50%	\$ 1,642,955	\$ 20,890,445	50%	\$ 1,006,498	\$ 12,797,790	\$ 2,649,453	\$ 33,688,236
21	2044	2%	-	\$ 803,272,792	\$ 731,364,683	50%	\$ 1,679,189	\$ 22,569,634	50%	\$ 1,028,695	\$ 13,826,486	\$ 2,707,884	\$ 36,396,120
22	2045	2%	-	\$ 819,338,247	\$ 747,430,138	50%	\$ 1,716,147	\$ 24,285,781	50%	\$ 1,051,337	\$ 14,877,823	\$ 2,767,484	\$ 39,163,604
23	2046	2%	-	\$ 835,725,012	\$ 763,816,903	50%	\$ 1,753,845	\$ 26,039,626	50%	\$ 1,074,431	\$ 15,952,253	\$ 2,828,276	\$ 41,991,879
24	2047	2%	-	\$ 852,439,513	\$ 780,531,404	50%	\$ 1,792,296	\$ 27,831,922	50%	\$ 1,097,987	\$ 17,050,240	\$ 2,890,283	\$ 44,882,163
25	2048	2%	-	\$ 869,488,303	\$ 797,580,194	50%	\$ 1,831,517	\$ 29,663,439	50%	\$ 1,122,014	\$ 18,172,254	\$ 2,953,531	\$ 47,835,693
26	2049	2%	-	\$ 886,878,069	\$ 814,969,960	50%	\$ 1,871,522	\$ 31,534,961	50%	\$ 1,146,522	\$ 19,318,776	\$ 3,018,043	\$ 50,853,737
27	2050	2%	-	\$ 904,615,630	\$ 832,707,521	50%	\$ 1,912,327	\$ 33,447,288	50%	\$ 1,171,519	\$ 20,490,295	\$ 3,083,846	\$ 53,937,583
28	2051	2%	-	\$ 922,707,943	\$ 850,799,834	50%	\$ 1,953,948	\$ 35,401,237	50%	\$ 1,197,017	\$ 21,687,312	\$ 3,150,965	\$ 57,088,549
29	2052	2%	-	\$ 941,162,102	\$ 869,253,993	50%	\$ 1,996,402	\$ 37,397,638	50%	\$ 1,223,025	\$ 22,910,337	\$ 3,219,427	\$ 60,307,975
30	2053	2%	-	\$ 959,985,344	\$ 888,077,235	50%	\$ 2,039,704	\$ 39,437,343	50%	\$ 1,249,553	\$ 24,159,889	\$ 3,289,257	\$ 63,597,232
31	2054	2%	-	\$ 979,185,051	\$ 907,276,942	50%	\$ 2,083,873	\$ 41,521,216	0%	\$ -	\$ 24,159,889	\$ 2,083,873	\$ 65,681,105
32	2055	2%	-	\$ 998,768,752	\$ 926,860,643	50%	\$ 2,128,925	\$ 43,650,141	0%	\$ -	\$ 24,159,889	\$ 2,128,925	\$ 67,810,031
33	2056	2%	-	\$ 1,018,744,127	\$ 946,836,018	50%	\$ 2,174,878	\$ 45,825,020	0%	\$ -	\$ 24,159,889	\$ 2,174,878	\$ 69,984,909
34	2057	2%	-	\$ 1,039,119,009	\$ 967,210,900	50%	\$ 2,221,751	\$ 48,046,771	0%	\$ -	\$ 24,159,889	\$ 2,221,751	\$ 72,206,660
35	2058	2%	-	\$ 1,059,901,389	\$ 987,993,280	50%	\$ 2,269,560	\$ 50,316,331	0%	\$ -	\$ 24,159,889	\$ 2,269,560	\$ 74,476,220
36	2059	2%	-	\$ 1,081,099,417	\$ 1,009,191,308	50%	\$ 2,318,326	\$ 52,634,657	0%	\$ -	\$ 24,159,889	\$ 2,318,326	\$ 76,794,547
37	2060	2%	-	\$ 1,102,721,406	\$ 1,030,813,297	50%	\$ 2,368,067	\$ 55,002,725	0%	\$ -	\$ 24,159,889	\$ 2,368,067	\$ 79,162,614
38	2061	2%	-	\$ 1,124,775,834	\$ 1,052,867,725	50%	\$ 2,418,803	\$ 57,421,528	0%	\$ -	\$ 24,159,889	\$ 2,418,803	\$ 81,581,417
39	2062	2%	-	\$ 1,147,271,350	\$ 1,075,363,241	50%	\$ 2,470,554	\$ 59,892,082	0%	\$ -	\$ 24,159,889	\$ 2,470,554	\$ 84,051,972
40	2063	2%	-	\$ 1,170,216,777	\$ 1,098,308,668	50%	\$ 2,523,340	\$ 62,415,422	0%	\$ -	\$ 24,159,889	\$ 2,523,340	\$ 86,575,311
Total			508,794,779			\$ 62,415,422			\$ 24,159,889			\$ 86,575,311	

Assumptions	
Base Taxable Value ³	\$ 71,908,109
City AV Rate	0.469300
County AV Rate	0.2875

Footnotes
1) Values increased at 2% annually.
2) Based on project development data as provided by the City.
3) Base Taxable Value is subject to confirmation by Appraisal District.
4) The City agreed to participate at 50% of the Incremental Value of property tax.
5) The County agreed to participate at 50% of the Incremental value of property tax, excluding the portion of property tax associated with road and bridge maintenance and operations, for an initial term of 30 years. Any future County participation in Years 31-40 shall be reflected through an amendment to the Interlocal Agreement.

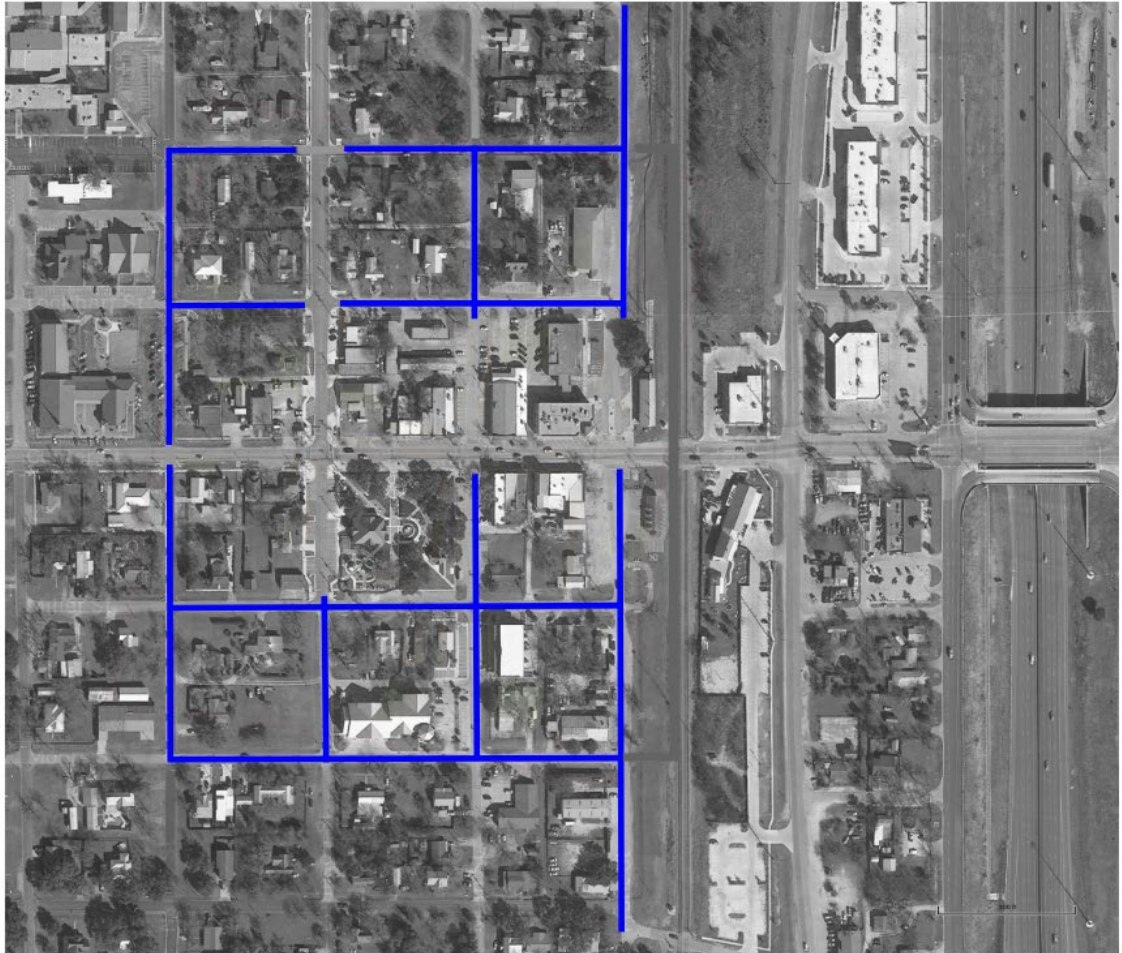
EXHIBIT G – PROPOSED USES OF THE PROPERTY



EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

Full Street Rebuild (Local Streets Only)

- Includes pavement, curb & gutter, stormwater and decorative lighting.



8,475 linear feet of streets for full rebuild.

Streets anticipated to be curb & gutter design at 28' of pavement. Recent full depth street construction cost is \$60.00 per square foot. T

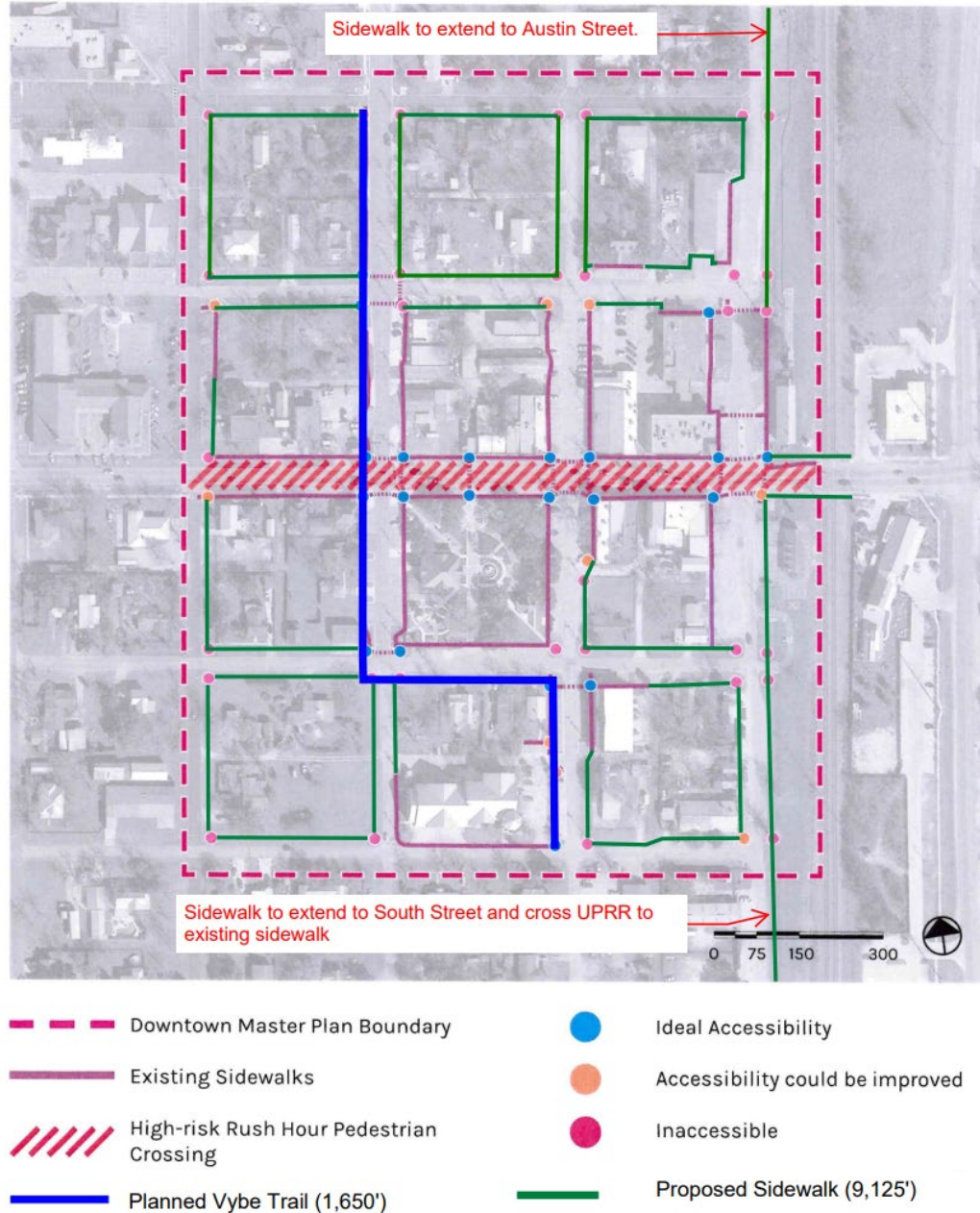
8,475 linear feet x 28' pavement width x \$60.00 per sq. ft. = **\$14,238,000.00 + annual % increase for inflation etc.**

*This does not include adjacent sidewalk or Vybe Trail costs, as those are accounted for already in this document.

Sidewalk Construction

Approximately 1,650 linear feet of Vybe Trail & 9,125 linear feet of 5' sidewalks.

Existing Pedestrian Conditions Map

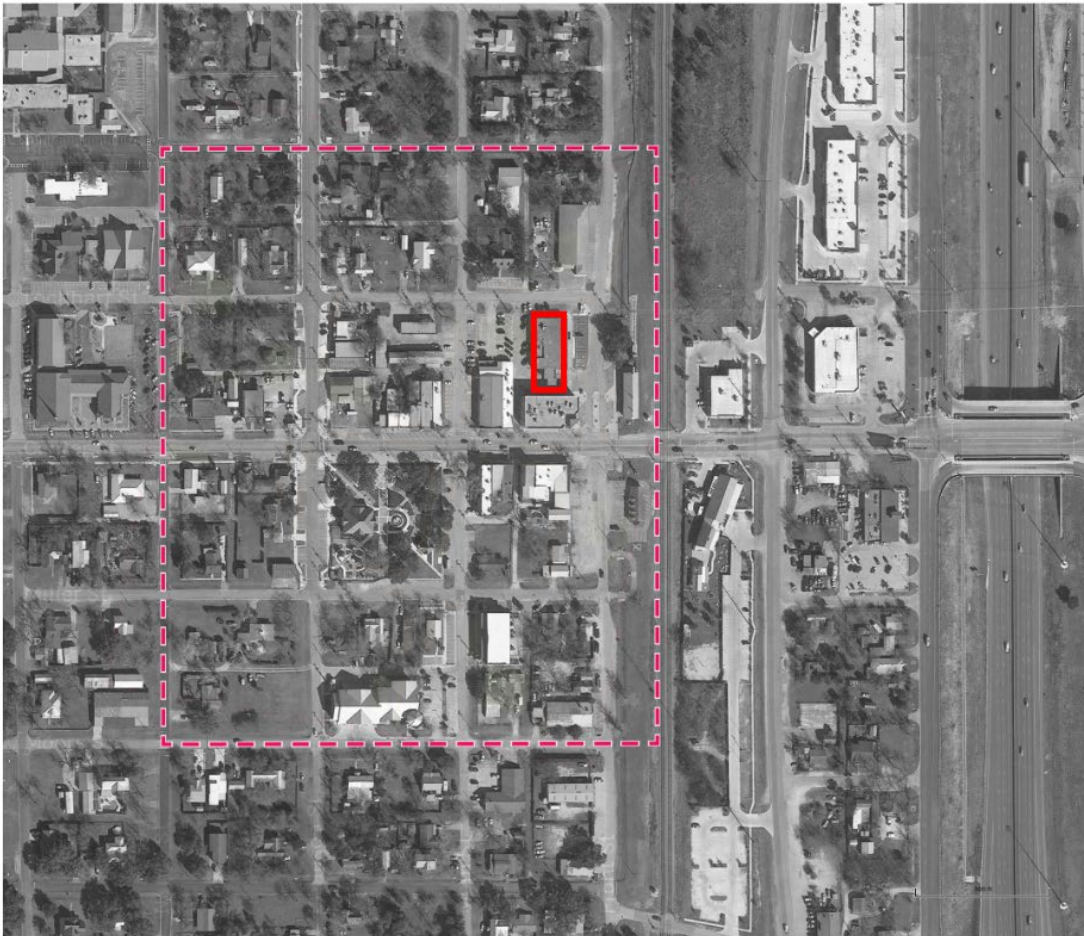


Vybe Trail Estimated Cost @ \$378.78 per linear foot = **\$625,000.00**

5' Sidewalk Estimated Cost @ \$20.00 per sq. ft. = **\$912,500.00**

New City Office Building – 111 N. Front Street

\$15,300,000.00 - \$22,950,000.00



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates a 2-3 story building to replace the former Kyle Police Department building on site. The footprint of the building (depicted in red) is approximately 75' deep and 170' wide with a footprint of approximately 12,750 sq. ft. The building is assumed to be 3-stories for a total of 38,250 sq. ft. Use will be for office.

Office Building

- Cost at 2-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 25,500 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$15,300,000.00
- Cost at 3-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 38,250 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$22,950,000.00

Downtown Parking Garages

The draft Downtown Masterplan anticipates two (2) public above ground parking garages.



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates 2, 3-level public parking garages. One will be located at 201 W. Lockhart Street and the other at 310 W. Moore. Locations are subject to change.

Parking Garage (2)

- 3 Levels
- Number of Parking Spaces = 300 spaces each
- Cost per Parking Space = \$30,000.00
- Cost per Garage = \$9,000,000.00
- Cost for two(2) Garages = \$18,000,000.00

Front Street Linear Park



Downtown Master Plan Project Boundary

The area between North and South Front Street and the UPRR tracks is approximately 2,000' in length. The park intended to provide increased detention capacity for downtown, street parking along Front Street, meandering sidewalks, landscaping, decorative fencing adjacent to the UPRR tracks and landscape easements between the UPRR tracks and IH-35 along both sides of E. Center Street. The cost is not yet identified, but staff recommends allocating \$7,500,000.00 for the project.

Land Acquisition for Floodplain Management

3 parcels to be acquired primarily for floodplain management and possibly used for Vybe Trail connectivity per Vybe Trail map. The parcels are difficult to develop as most of each tract are within the 100-year floodplain. The City should purchase to preserve the floodplain in the area.

- R96710 = TRAILS SUB PHASE IIA, BLOCK J, LOT 58, ACRES 11.45
 - Valued at **\$11,450.00**
 - City maintains this detention pond and lot as the HOA dissolved years ago. This parcel also has a key connection of the Vybe Trail identified for this site.
- R14839 = **\$125,000** (125% of the market value per Hays CAD).
- R14826 = **\$219,412.50** (125% of the market value per Hays CAD).

EXHIBIT I – PARCEL IDENTIFICATION

Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage
R180359	16.00	R154932	1.96	R24744	0.14	R140603	1.20	R33513	0.13	R33703	0.26
R180358	6.40	R123942	0.22	R14816	0.20	R134175	2.20	R33509	0.26	R33706	0.40
R114245	1.00	R155355	1.67	R33536	0.11	R14673	0.26	R60603	0.20	R33704	0.13
R114246	0.99	R155356	0.92	R33537	0.63	R14674	0.79	R33506	0.32	R33705	0.13
R114247	1.26	R155357	0.90	R33526	0.22	R161685	0.19	R33507	0.15	R165807	0.13
R144839	13.21	R14831	2.60	R33527	0.15	R14747	1.24	R33508	0.26	R165808	0.13
R114248	1.00	R33474	0.10	R33528	0.22	R14634	0.32	R33499	0.36	R33707	0.20
R114249	1.17	R33475	0.20	R33529	0.07	R33688	0.30	R33500	0.22	R33708	0.20
R114250	1.17	R33476	0.30	R33532	0.05	R33690	0.27	R33501	0.15	R33709	0.30
R114251	1.18	R33473	0.23	R33531	0.07	R33700	0.30	R33559	0.30	R33710	0.37
R114252	1.00	R33472	0.70	R33530	0.07	R33687	0.26	R33560	0.10	R33714	0.27
R151286	6.97	R33483	0.10	R33535	0.26	R33671	0.26	R33558	0.20	R33713	0.27
R151284	4.71	R33484	0.11	R33534	0.26	R33672	0.13	R85300	0.13	R33711	0.02
R151285	1.96	R33485	0.13	R33546	0.66	R139266	0.26	R33566	0.26	R33712	0.03
R115975	30.18	R33486	0.11	R33551	0.13	R33668	0.30	R33565	0.13	R71100	0.26
R96710	11.45	R33487	0.11	R33548	0.16	R33669	0.20	R33564	0.26	R62688	0.13
R14839	5.00	R60601	0.11	R33549	0.17	R33670	0.10	R33563	0.13	R33717	0.13
R14826	5.00	R33488	0.11	R33550	0.20	R333595	0.10	R33562	0.26	R33715	0.26
R14803	5.00	R33482	0.16	R33599	0.66	R33594	0.10	R33561	0.26	R33716	0.26
R137372	9.76	R33481	0.16	R33597	0.20	R33596	0.26	R33552	0.07	R33723	0.30
R114181	1.16	R33480	0.20	R33598	0.46	R33589	0.05	R33553	0.13	R53240	0.50
R114182	1.22	R33479	0.31	R33673	0.40	R33590	0.04	R33554	0.07	R53241	0.50
R15973	1.22	R33477	0.16	R33674	0.26	R33592	0.45	R33555	0.13	R33724	0.20
R115974	1.71	R33478	0.16	R60611	0.26	R33593	0.19	R33556	0.13	R33725	0.10
R175380	4.11	R33494	0.20	R33676	0.13	R60605	1.43	R33557	0.13	R33726	0.32
R175383	5.05	R33495	0.10	R33675	0.26	R33523	0.07	R33584	0.50	R136940	0.30
R175382	1.46	R33496	0.10	R167978	0.95	R33522	0.07	R33586	0.20	R136939	0.15
R175381	2.07	R33497	0.07	R33695	0.45	R106783	0.07	R137802	0.23	R33727	0.31
R63395	1.49	R33498	0.11	R33691	0.36	R189520	0.12	R33588	0.40	R53249	0.49
R14807	0.27	R33493	0.10	R33692	0.91	R189519	0.07	R33578	0.50	R53250	0.33
R14851	0.26	R134854	0.35	R33696	0.50	R33514	0.06	R33579	0.26	R131511	0.30
R167099	1.12	R33491	0.43	R33697	0.06	R33515	0.12	R33580	0.26	R137910	0.29
R167100	2.13	R33489	0.32	R33694	0.28	R33516	0.60	R33581	0.13	R53245	0.30
R113723	2.96	R33490	0.25	R180715	0.21	R33517	0.12	R127899	0.13	R53247	0.27
R120645	2.88	R70242	0.11	R180716	0.51	R33521	0.06	R33583	0.13	R53243	0.20
R144260	1.28	R70241	0.37	R180714	1.67	R33518	0.19	R60610	0.66	R136942	0.44
R144259	0.73	R14690	3.24	R33698	1.05	R33510	0.19	R127819	0.66	R53244	0.50
R112079	1.13	R14780	0.32	R138349	0.34	R33511	0.41	R137801	1.43		
R165788	0.62	R14726	1.54	R14745	0.63	R33512	0.17	R33701	0.20		
R165792	2.28	R14822	0.80	R140604	1.31	R60604	0.13	R33702	0.20		

EXHIBIT J – TIRZ BOND SUMMARY (PRELIMINARY)

City of Kyle, Texas Downtown TIRZ Debt Financing Plan December 8, 2023								
Year	Calendar Year	TIRZ Increment	\$ 10,000,000 Series 2027	\$ 15,000,000 Series 2032	\$ 10,000,000 Series 2037	\$ 35,000,000 Total DS	Remaining TIRZ	Coverage
1	2024	\$ -				\$ -	\$ -	
2	2025	\$ 97,643				\$ -	\$ 97,643	
3	2026	\$ 197,496				\$ -	\$ 197,496	
4	2027	\$ 395,351				\$ -	\$ 395,351	
5	2028	\$ 602,579	\$ 550,000			\$ 550,000	\$ 52,579	1.10X
6	2029	\$ 816,145	\$ 739,638			\$ 739,638	\$ 76,508	1.10X
7	2030	\$ 1,037,900	\$ 928,275			\$ 928,275	\$ 109,625	1.12X
8	2031	\$ 1,269,837	\$ 1,139,675			\$ 1,139,675	\$ 130,162	1.11X
9	2032	\$ 1,508,740	\$ 1,333,013			\$ 1,333,013	\$ 175,728	1.13X
10	2033	\$ 1,720,819	\$ 579,825	\$ 825,000		\$ 1,404,825	\$ 315,994	1.22X
11	2034	\$ 1,937,140	\$ 581,300	\$ 1,034,088		\$ 1,615,388	\$ 321,753	1.20X
12	2035	\$ 2,091,792	\$ 582,225	\$ 1,036,850		\$ 1,619,075	\$ 472,717	1.29X
13	2036	\$ 2,251,744	\$ 582,600	\$ 1,033,925		\$ 1,616,525	\$ 635,219	1.39X
14	2037	\$ 2,302,364	\$ 582,425	\$ 1,035,313		\$ 1,617,738	\$ 684,627	1.42X
15	2038	\$ 2,353,997	\$ 581,700	\$ 1,035,875	\$ 550,000	\$ 2,167,575	\$ 186,422	1.09X
16	2039	\$ 2,406,663	\$ 580,425	\$ 1,035,613	\$ 550,000	\$ 2,166,038	\$ 240,626	1.11X
17	2040	\$ 2,460,382	\$ 578,600	\$ 1,034,525	\$ 550,000	\$ 2,163,125	\$ 297,257	1.14X
18	2041	\$ 2,515,176	\$ 581,088	\$ 1,032,613	\$ 550,000	\$ 2,163,700	\$ 351,476	1.16X
19	2042	\$ 2,571,065	\$ 577,888	\$ 1,034,738	\$ 550,000	\$ 2,162,625	\$ 408,440	1.19X
20	2043	\$ 2,571,065	\$ 579,000	\$ 1,035,763	\$ 647,250	\$ 2,262,013	\$ 309,053	1.14X
21	2044	\$ 2,571,065	\$ 579,288	\$ 1,035,688	\$ 641,750	\$ 2,256,725	\$ 314,340	1.14X
22	2045	\$ 2,628,072	\$ 578,750	\$ 1,034,513	\$ 636,250	\$ 2,249,513	\$ 378,560	1.17X
23	2046	\$ 2,686,219	\$ 582,250	\$ 1,037,100	\$ 630,750	\$ 2,250,100	\$ 436,119	1.19X
24	2047	\$ 2,745,530	\$ 579,788	\$ 1,033,450	\$ 625,250	\$ 2,238,488	\$ 507,043	1.23X
25	2048	\$ 2,806,026	\$ 581,363	\$ 1,033,563	\$ 930,950	\$ 2,545,875	\$ 260,151	1.10X
26	2049	\$ 2,867,732	\$ 581,838	\$ 1,032,300	\$ 932,163	\$ 2,546,300	\$ 321,432	1.13X
27	2050	\$ 2,930,673	\$ 581,213	\$ 1,034,525	\$ 932,000	\$ 2,547,738	\$ 382,936	1.15X
28	2051	\$ 2,994,872	\$ 579,488	\$ 1,035,100	\$ 930,463	\$ 2,545,050	\$ 449,822	1.18X
29	2052	\$ 3,060,355	\$ 581,525	\$ 1,034,025	\$ 927,550	\$ 2,543,100	\$ 517,255	1.20X
30	2053	\$ 3,060,355	\$ 582,188	\$ 1,036,163	\$ 928,125	\$ 2,546,475	\$ 513,880	1.20X
31	2054	\$ 3,060,355	\$ 581,475	\$ 1,036,375	\$ 931,913	\$ 2,549,763	\$ 510,593	1.20X
32	2055	\$ 3,127,148	\$ 579,388	\$ 1,034,663	\$ 928,913	\$ 2,542,963	\$ 584,186	1.23X
33	2056	\$ 3,195,277	\$ 580,788	\$ 1,035,888	\$ 929,125	\$ 2,545,800	\$ 649,477	1.26X
34	2057	\$ 3,264,768	\$ 580,538	\$ 1,034,913	\$ 932,275	\$ 2,547,725	\$ 717,043	1.28X
35	2058	\$ 3,335,650	\$ -	\$ 1,036,600	\$ 928,363	\$ 1,964,963	\$ 1,370,688	1.70X
36	2059	\$ 3,407,948	\$ -	\$ 1,035,813	\$ 927,388	\$ 1,963,200	\$ 1,444,748	1.74X
37	2060	\$ 3,481,693	\$ -	\$ 1,032,550	\$ 929,075	\$ 1,961,625	\$ 1,520,068	1.77X
38	2061	\$ 3,556,913	\$ -	\$ 1,036,538	\$ 928,288	\$ 1,964,825	\$ 1,592,088	1.81X
39	2062	\$ 3,633,637	\$ -	\$ 1,032,638	\$ 929,888	\$ 1,962,525	\$ 1,671,112	1.85X
40	2063	\$ 3,633,637	\$ -	\$ -	\$ 852,825	\$ 852,825	\$ 2,780,812	4.26X
Total			\$ 19,207,550	\$ 30,836,700	\$ 20,730,550	\$ 70,774,800	\$ 22,381,023	



Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 6 for a two-year term.

INGALSBE/COHEN

Summary

Attachments

TIRZ #6 Creation Ordinance

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS	§
	§
COUNTY OF HAYS	§
	§
CITY OF KYLE	§

I, Jennifer Kirkland, City Secretary of the City of Kyle, Texas, DO HEREBY CERTIFY as follows:

1. That on the 19th day of December, 2023, a regular meeting of the City Council of the City of Kyle, Texas, was held at its regular meeting place; the duly constituted members of the City Council being as follows:

TRAVIS MITCHELL	MAYOR
MICHAEL TOBIAS	MAYOR PRO TEM
GLENN HEISER) COUNCIL MEMBERS
ROBERT RIZO	
MIGUEL ZUNIGA	
LAURALEE HARRIS	
DANIELA PARSLEY	

and all of said persons were present at said meeting except None. Among other business considered at said meeting, the attached ordinance entitled:

ORDINANCE NO. 1296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIX, CITY OF KYLE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the ordinance, and upon a motion being made and seconded, the ordinance was finally passed and adopted by the City Council to be effective immediately by the following vote:

<u>7</u> voted "For"	<u>0</u> voted "Against"	<u>0</u> abstained
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all as shown in the official minutes of the City Council for the meeting held on the aforesaid date.

2. That the attached ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of said City on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, each member of the City Council was given actual notice of the time, place, and purpose of the meeting and had actual notice that the matter would be considered; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the entitled ordinance, was posted and given in advance thereof in compliance with the provisions of Texas Government Code Chapter 551, as amended.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the City, this the 19th day of December, 2023.



Jennifer Kirkland
City Secretary
City of Kyle, Texas

ORDINANCE NO. 1296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CORPORATE LIMITS OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER SIX, CITY OF KYLE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kyle, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area within the corporate limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the “City Council”) desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the parcel description attached hereto as **Exhibit A** and more generally depicted in **Exhibit B** attached hereto (the “Zone”); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Project and Finance Plan for Reinvestment Zone Number Six, City of Kyle, Texas* dated December 19, 2023, attached as **Exhibit C** (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before November 29, 2023, which date is the seventh (7th) day before the public hearing was opened on December 19, 2023, and

WHEREAS, on December 19, 2023, the City Council conducted a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept

of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone and, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent (30%); and

WHEREAS, the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones within the City does not exceed fifty percent (50%) of the total appraised value of the taxable real property in the City and in the industrial districts created by the City, if any; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

NOW THEREFORE , BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and
- (b) That creation of the proposed reinvestment zone with parcels as described and depicted in ***Exhibits A*** and ***B*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

- (c) That the proposed reinvestment zone, as described and depicted in **Exhibits A and B**, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
1. It is a geographic area located wholly within the corporate limits of the City; and
 2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements substantially impairs sound growth of the City; and
- (d) That thirty percent (30%) or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifty percent (50%) of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
- (g) That the development of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and
- (h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and
- (i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in **Exhibits A and B** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Six, City of Kyle, Texas** (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

- (a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of nine (9) members, seven of which shall be appointed by the City Council and two shall be appointed by Hays County, as a participating taxing unit (each, a "Hays County Representative"). The Mayor and Council Members may serve as Board members.

- (b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.
- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.
- (d) Directors shall not receive any salary or other compensation for their services as directors.
- (e) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.
- (f) The initial Board shall be nine members and the following shall be members:
 - 1. Hays County Representative
 - 2. Hays County Representative
 - 3. Mayor
 - 4. City Councilmember, Place 1
 - 5. City Councilmember, Place 2
 - 6. City Councilmember, Place 3
 - 7. City Councilmember, Place 4
 - 8. City Councilmember, Place 5
 - 9. City Councilmember, Place 6

The City Council hereby appoints Mayor to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2063; or (ii) at such time that

all project costs and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value of all real property taxable by the City, or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That, consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is fifty percent (**50.00%**) of real property taxes levied, assessed, and collected by the City (as set forth in an agreement to participate in the Zone), and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (or such other percentage of a taxing unit participating in the Zone as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by the City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Act, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the City and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, and any participating taxing units, as such increments are described in the Project and Finance Plan and include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The amount of the contribution of each taxing unit, other than the City, will be determined according to an agreement between the City and the taxing unit. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. **OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, as amended (the "Texas Open Meetings Act"), and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. **EFFECTIVE DATE.**


This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS, THIS THE 19th DAY OF DECEMBER, 2023.



Travis Mitchell, Mayor

ATTEST:



Jennifer Kirkland, City Secretary



Exhibit A – Parcel Identification

Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage
R180359	16.00	R154932	1.96	R24744	0.14	R140603	1.20	R33513	0.13	R33703	0.26
R180358	6.40	R123942	0.22	R14816	0.20	R134175	2.20	R33509	0.26	R33706	0.40
R114245	1.00	R155355	1.67	R33536	0.11	R14673	0.26	R60603	0.20	R33704	0.13
R114246	0.99	R155356	0.92	R33537	0.63	R14674	0.79	R33506	0.32	R33705	0.13
R114247	1.26	R155357	0.90	R33526	0.22	R161685	0.19	R33507	0.15	R165807	0.13
R144839	13.21	R14831	2.60	R33527	0.15	R14747	1.24	R33508	0.26	R165808	0.13
R114248	1.00	R33474	0.10	R33528	0.22	R14634	0.32	R33499	0.36	R33707	0.20
R114249	1.17	R33475	0.20	R33529	0.07	R33688	0.30	R33500	0.22	R33708	0.20
R114250	1.17	R33476	0.30	R33532	0.05	R33690	0.27	R33501	0.15	R33709	0.30
R114251	1.18	R33473	0.23	R33531	0.07	R33700	0.30	R33559	0.30	R33710	0.37
R114252	1.00	R33472	0.70	R33530	0.07	R33687	0.26	R33560	0.10	R33714	0.27
R151286	6.97	R33483	0.10	R33535	0.26	R33671	0.26	R33558	0.20	R33713	0.27
R151284	4.71	R33484	0.11	R33534	0.26	R33672	0.13	R85300	0.13	R33711	0.02
R151285	1.96	R33485	0.13	R33546	0.66	R139266	0.26	R33566	0.26	R33712	0.03
R115975	30.18	R33486	0.11	R33551	0.13	R33668	0.30	R33565	0.13	R71100	0.26
R96710	11.45	R33487	0.11	R33548	0.16	R33669	0.20	R33564	0.26	R62688	0.13
R14839	5.00	R60601	0.11	R33549	0.17	R33670	0.10	R33563	0.13	R33717	0.13
R14826	5.00	R33488	0.11	R33550	0.20	R333595	0.10	R33562	0.26	R33715	0.26
R14803	5.00	R33482	0.16	R33599	0.66	R33594	0.10	R33561	0.26	R33716	0.26
R137372	9.76	R33481	0.16	R33597	0.20	R33596	0.26	R33552	0.07	R33723	0.30
R114181	1.16	R33480	0.20	R33598	0.46	R33589	0.05	R33553	0.13	R53240	0.50
R114182	1.22	R33479	0.31	R33673	0.40	R33590	0.04	R33554	0.07	R53241	0.50
R15973	1.22	R33477	0.16	R33674	0.26	R33592	0.45	R33555	0.13	R33724	0.20
R115974	1.71	R33478	0.16	R60611	0.26	R33593	0.19	R33556	0.13	R33725	0.10
R175380	4.11	R33494	0.20	R33676	0.13	R60605	1.43	R33557	0.13	R33726	0.32
R175383	5.05	R33495	0.10	R33675	0.26	R33523	0.07	R33584	0.50	R136940	0.30
R175382	1.46	R33496	0.10	R167978	0.95	R33522	0.07	R33586	0.20	R136939	0.15
R175381	2.07	R33497	0.07	R33695	0.45	R106783	0.07	R137802	0.23	R33727	0.31
R63395	1.49	R33498	0.11	R33691	0.36	R189520	0.12	R33588	0.40	R53249	0.49
R14807	0.27	R33493	0.10	R33692	0.91	R189519	0.07	R33578	0.50	R53250	0.33
R14851	0.26	R134854	0.35	R33696	0.50	R33514	0.06	R33579	0.26	R131511	0.30
R167099	1.12	R33491	0.43	R33697	0.06	R33515	0.12	R33580	0.26	R137910	0.29
R167100	2.13	R33489	0.32	R33694	0.28	R33516	0.60	R33581	0.13	R53245	0.30
R113723	2.96	R33490	0.25	R180715	0.21	R33517	0.12	R127899	0.13	R53247	0.27
R120645	2.88	R70242	0.11	R180716	0.51	R33521	0.06	R33583	0.13	R53243	0.20
R144260	1.28	R70241	0.37	R180714	1.67	R33518	0.19	R60610	0.66	R136942	0.44
R144259	0.73	R14690	3.24	R33698	1.05	R33510	0.19	R127819	0.66	R53244	0.50
R112079	1.13	R14780	0.32	R138349	0.34	R33511	0.41	R137801	1.43		
R165788	0.62	R14726	1.54	R14745	0.63	R33512	0.17	R33701	0.20		
R165792	2.28	R14822	0.80	R140604	1.31	R60604	0.13	R33702	0.20		

Exhibit B – Map of the Zone

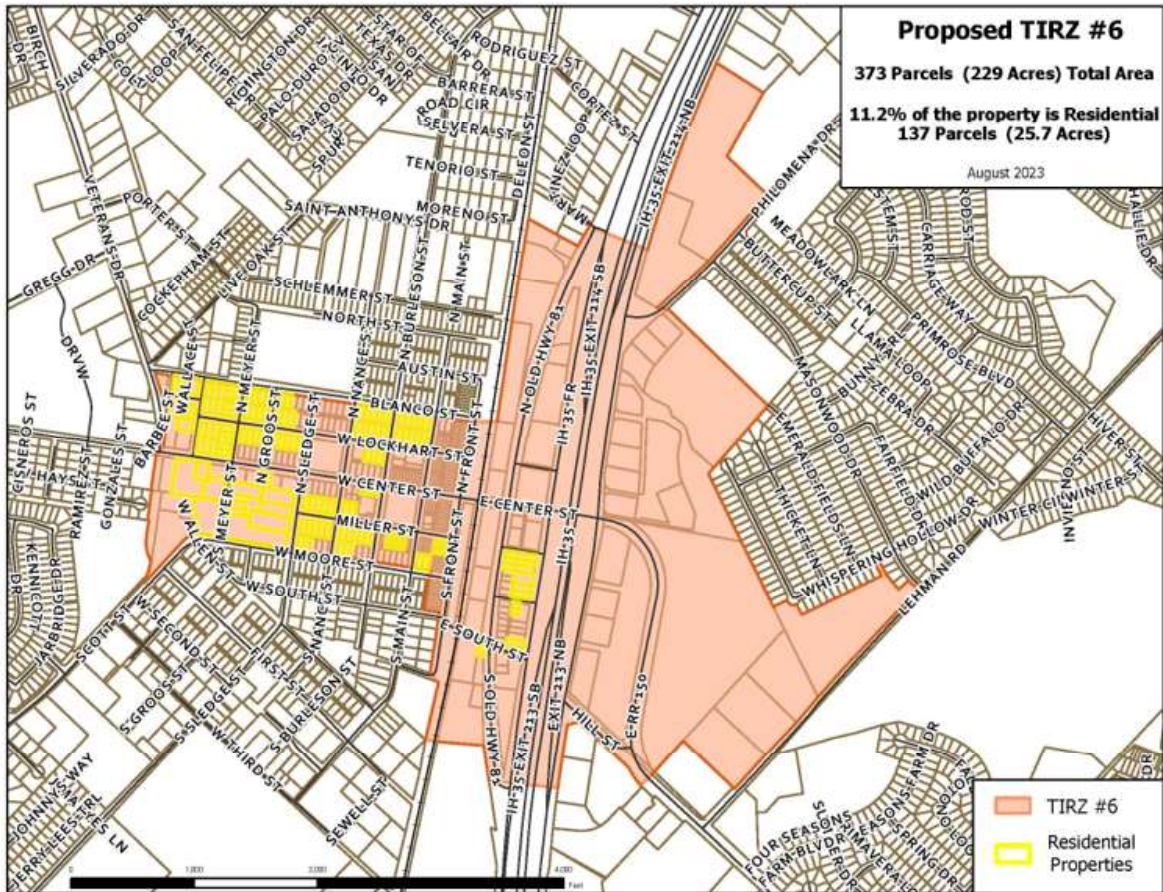


Exhibit C – Preliminary Project and Finance Plan



REINVESTMENT ZONE NUMBER SIX,
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
DECEMBER 19, 2023

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit or Appendix attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, as amended, “Tax Increment Financing Act”.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Hays Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**City**” means the City of Kyle, Texas.

“**City 380 Agreement**” means the agreement between the City and any entity that provides incentive payments to the entity, upon the satisfaction of certain metrics, paid with the TIRZ Increment Receipts produced by the Zone.

“**City Council**” means the governing body of the City.

“**City TIRZ Increment**” means fifty percent (50%) of the City’s ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

“**County**” means Hays County, Texas.

“**County TIRZ Increment**” means fifty percent (50%) of the County’s ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

“County Participation Agreement” means that certain Interlocal Agreement to Participate in Reinvestment Zone Number Six, City of Kyle, Texas, entered into by the City, County, and the Board on [DATE], detailing the City and County’s participation in the Zone.

“Creation Ordinance” means Ordinance No. [REDACTED] adopted by the City Council on December 19, 2023.

“Feasibility Study” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit F**.

“Final Plan” means the future *Reinvestment Zone Number Six, City of Kyle Final Project and Finance Plan*.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit C**.

“Preliminary Plan” means this *Reinvestment Zone Number Six, City of Kyle Preliminary Project and Finance Plan*.

“Project Costs” means the total actual costs for Projects in the Zone, including the actual costs of the Public Improvements, the City 380 Agreement, and the Administrative Costs.

“Property” means 229 acres of land as depicted on **Exhibit A**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes water, wastewater, parking, sidewalks and trails, linear park, and land for floodplain management related thereto, as depicted on **Exhibit H**, and detailed on **Exhibit D**.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIRZ Bonds” means any public securities issued by the City to acquire the Public Improvements, which Debt Service thereof may be paid from the TIRZ Increment Receipts. The preliminary schedule for the TIRZ Bonds is detailed on **Exhibit J**.

“TIRZ Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“TIRZ Increment Receipts” means the cumulative amount of the City TIRZ Increment and the County TIRZ Increment.

“Zone” means Reinvestment Zone Number Six, City of Kyle, as depicted on **Exhibit A**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the economic incentive that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit G**, and confirmed by the adoption of this Preliminary Plan.

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.5 Creation of the Zone

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute the City TIRZ Increment and the

County shall contribute the County TIRZ Increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Residential Townhome, Community Commercial, and Single Family Residential and is intended to be developed with commercial and residential uses. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future. Currently 11.2% of the property is used for residential purposes as shown on **Exhibit A**.

3.2 Proposed Uses

The proposed uses of the Property in the City include single family residential, commercial, office/retail, multifamily, retail, retail/restaurant, residential townhome, duplexes, vertical mixed-use commercial areas, as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The Property is currently zoned as Residential Townhome, Community Commercial, and Single Family Residential. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Preliminary Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit C** and are estimated to be approximately \$336,530,507.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be \$102,960,182, as shown below and detailed on **Exhibit D**. The costs of Public Improvements and City 380 Agreement are estimated to be \$102,356,163, and the Administrative Costs are estimated to be \$604,020.

8.2 Administrative Costs

The Administrative Costs are estimated to be \$10,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2024 and 2032, as shown on **Exhibit E**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibility Study, as shown on **Exhibit F**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$206,623,907 in total new real property tax revenue for the participating taxing entities over the remaining term of the Zone. Approximately \$103,311,954 will be deposited into the TIRZ Fund to pay for the Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at \$103,311,954 shall be retained by the participating taxing entities.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be \$62,415,422, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be \$62,415,422 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be \$40,896,532, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be \$40,896,532 over the remaining term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

The City shall be authorized to issue TIRZ Bonds which are payable from the City TIRZ Increment and the County TIRZ Increment. The estimated bonded indebtedness of the Zone is anticipated to be \$35,000,000, as shown on **Exhibit J**.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$71,908,109 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$1,098,308,668 as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate both the City TIRZ Increment the County TIRZ Increment, as applicable, pursuant to the Final Plan.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

The Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ Fund beginning in 2024. For example, in FY 2024, the City's ad valorem tax rate was \$0.4693 per \$100 of taxable value, therefore the City would contribute \$0.23465 per \$100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ Fund. For example, in FY 2024, the County's ad valorem tax rate was \$0.3075 per \$100 of taxable value, therefore the County would contribute \$0.15375 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The TIRZ Increment Receipts deposited into the TIRZ Fund shall be prioritized and allocated on a parcel by parcel basis as follows:

1. First, for the reasonable Administrative Costs of the Zone; then
2. Second, to the allocation for the annual payments of Debt Service of any TIRZ Bonds issued to acquire the Public Improvements; then
3. Third, to be used in any other manner authorized by the City and as allowed pursuant to the Act, including for payments by the City to any third-party for the Project Costs under any agreement between the City and the third-party entered into pursuant to Chapter 380, Texas Local Government Code, as amended.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City or County unless otherwise approved by their respective governing bodies. The TIRZ Fund shall only be used to pay the Project Costs. The City may amend the Final Plan in compliance with the County Participation Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2063, with the last payment being due by January 31, 2064, unless otherwise terminated in accordance with the Creation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2063, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Absorption Schedule
Exhibit C	Non-Project Costs
Exhibit D	Project Costs
Exhibit E	Estimated Timeline of Incurred Costs
Exhibit F	Feasibility Study
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements
Exhibit I	Parcel Identification
Exhibit J	TIRZ Bond Summary (Preliminary)

EXHIBIT A – MAP OF THE ZONE

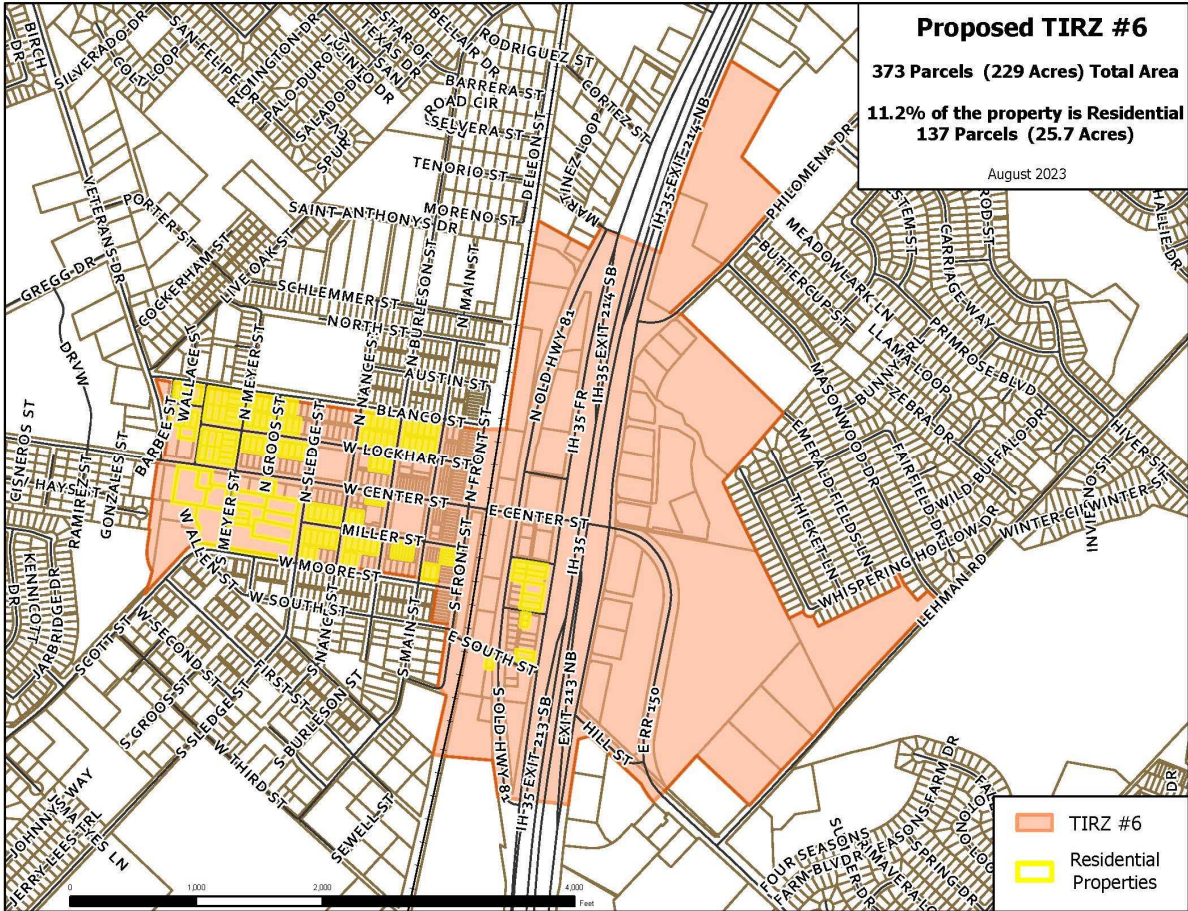


EXHIBIT B – ABSORPTION SCHEDULE

Reinvestment Zone Number 6, City of Kyle, Texas Estimated Absorption Schedule																	
Zone Year	Calendar Year	Collection Year	Mixed Use		Comm./Retail		Office		Single Family		Multi-Family		Townhome		Hotel		Annual New Value
			SF	\$	SF	\$	SF	\$	Unit	\$	Unit	\$	Unit	\$	Key	\$	
Base	2023	2024															
1	2024	2025	2,163	\$ 300	40,867	\$ 300	2,365	\$ 200	1	\$ 400,000	46	\$ 170,000	2	\$ 325,000	7	\$ 200,000	\$ 23,701,665
2	2025	2026	4,326	\$ 306	81,734	\$ 306	4,731	\$ 204	-	\$ 408,000	93	\$ 173,400	4	\$ 331,500	14	\$ 204,000	\$ 47,535,396
3	2026	2027	4,326	\$ 312	81,734	\$ 312	4,731	\$ 208	-	\$ 416,160	93	\$ 176,868	4	\$ 338,130	14	\$ 208,080	\$ 48,486,104
4	2027	2028	6,488	\$ 318	122,601	\$ 318	7,096	\$ 212	1	\$ 424,483	139	\$ 180,405	6	\$ 344,893	21	\$ 212,242	\$ 74,608,222
5	2028	2029	6,488	\$ 325	122,601	\$ 325	7,096	\$ 216	-	\$ 432,973	139	\$ 184,013	6	\$ 351,790	21	\$ 216,486	\$ 75,667,413
6	2029	2030	6,488	\$ 331	122,601	\$ 331	7,096	\$ 221	-	\$ 441,632	139	\$ 187,694	6	\$ 358,826	21	\$ 220,816	\$ 77,180,761
7	2030	2031	4,326	\$ 338	81,734	\$ 338	4,731	\$ 225	1	\$ 450,465	93	\$ 191,448	4	\$ 366,003	14	\$ 225,232	\$ 52,933,383
8	2031	2032	4,326	\$ 345	81,734	\$ 345	4,731	\$ 230	-	\$ 459,474	93	\$ 195,277	4	\$ 373,323	14	\$ 229,737	\$ 53,532,576
9	2032	2033	2,163	\$ 351	40,867	\$ 351	2,365	\$ 234	-	\$ 468,664	46	\$ 199,182	2	\$ 380,789	7	\$ 234,332	\$ 27,301,614
10	2033	2034	2,163	\$ 359	40,867	\$ 359	2,365	\$ 239	-	\$ 478,037	46	\$ 203,166	2	\$ 388,405	7	\$ 239,019	\$ 27,847,646
11	2034	2035	-	\$ 366	-	\$ 366	-	\$ 244	-	\$ 487,598	-	\$ 207,229	-	\$ 396,173	-	\$ 243,799	\$ -
12	2035	2036	-	\$ 373	-	\$ 373	-	\$ 249	-	\$ 497,350	-	\$ 211,374	-	\$ 404,097	-	\$ 248,675	\$ -
13	2036	2037	-	\$ 380	-	\$ 380	-	\$ 254	-	\$ 507,297	-	\$ 215,601	-	\$ 412,179	-	\$ 253,648	\$ -
14	2037	2038	-	\$ 388	-	\$ 388	-	\$ 259	-	\$ 517,443	-	\$ 219,913	-	\$ 420,422	-	\$ 258,721	\$ -
15	2038	2039	-	\$ 396	-	\$ 396	-	\$ 264	-	\$ 527,792	-	\$ 224,311	-	\$ 428,831	-	\$ 263,896	\$ -
16	2039	2040	-	\$ 404	-	\$ 404	-	\$ 269	-	\$ 538,347	-	\$ 228,798	-	\$ 437,407	-	\$ 269,174	\$ -
17	2040	2041	-	\$ 412	-	\$ 412	-	\$ 275	-	\$ 549,114	-	\$ 233,374	-	\$ 446,155	-	\$ 274,557	\$ -
18	2041	2042	-	\$ 420	-	\$ 420	-	\$ 280	-	\$ 560,097	-	\$ 238,041	-	\$ 455,078	-	\$ 280,048	\$ -
19	2042	2043	-	\$ 428	-	\$ 428	-	\$ 286	-	\$ 571,298	-	\$ 242,802	-	\$ 464,180	-	\$ 285,649	\$ -
20	2043	2044	-	\$ 437	-	\$ 437	-	\$ 291	-	\$ 582,724	-	\$ 247,658	-	\$ 473,464	-	\$ 291,362	\$ -
21	2044	2045	-	\$ 446	-	\$ 446	-	\$ 297	-	\$ 594,379	-	\$ 252,611	-	\$ 482,933	-	\$ 297,189	\$ -
22	2045	2046	-	\$ 455	-	\$ 455	-	\$ 303	-	\$ 606,267	-	\$ 257,663	-	\$ 492,592	-	\$ 303,133	\$ -
23	2046	2047	-	\$ 464	-	\$ 464	-	\$ 309	-	\$ 618,392	-	\$ 262,817	-	\$ 502,443	-	\$ 309,196	\$ -
24	2047	2048	-	\$ 473	-	\$ 473	-	\$ 315	-	\$ 630,760	-	\$ 268,073	-	\$ 512,492	-	\$ 315,380	\$ -
25	2048	2049	-	\$ 483	-	\$ 483	-	\$ 322	-	\$ 643,375	-	\$ 273,434	-	\$ 522,742	-	\$ 321,687	\$ -
26	2049	2050	-	\$ 492	-	\$ 492	-	\$ 328	-	\$ 656,242	-	\$ 278,903	-	\$ 533,197	-	\$ 328,121	\$ -
27	2050	2051	-	\$ 502	-	\$ 502	-	\$ 335	-	\$ 669,367	-	\$ 284,481	-	\$ 543,861	-	\$ 334,684	\$ -
28	2051	2052	-	\$ 512	-	\$ 512	-	\$ 341	-	\$ 682,755	-	\$ 290,171	-	\$ 554,738	-	\$ 341,377	\$ -
29	2052	2053	-	\$ 522	-	\$ 522	-	\$ 348	-	\$ 696,410	-	\$ 295,974	-	\$ 565,833	-	\$ 348,205	\$ -
30	2053	2054	-	\$ 533	-	\$ 533	-	\$ 355	-	\$ 710,338	-	\$ 301,894	-	\$ 577,150	-	\$ 355,169	\$ -
31	2054	2055	-	\$ 543	-	\$ 543	-	\$ 362	-	\$ 724,545	-	\$ 307,931	-	\$ 588,693	-	\$ 362,272	\$ -
32	2055	2056	-	\$ 554	-	\$ 554	-	\$ 370	-	\$ 739,036	-	\$ 314,090	-	\$ 600,466	-	\$ 369,518	\$ -
33	2056	2057	-	\$ 565	-	\$ 565	-	\$ 377	-	\$ 753,816	-	\$ 320,372	-	\$ 612,476	-	\$ 376,908	\$ -
34	2057	2058	-	\$ 577	-	\$ 577	-	\$ 384	-	\$ 768,893	-	\$ 326,779	-	\$ 624,725	-	\$ 384,446	\$ -
35	2058	2059	-	\$ 588	-	\$ 588	-	\$ 392	-	\$ 784,270	-	\$ 333,315	-	\$ 637,220	-	\$ 392,135	\$ -
36	2059	2060	-	\$ 600	-	\$ 600	-	\$ 400	-	\$ 799,956	-	\$ 339,981	-	\$ 649,964	-	\$ 399,978	\$ -
37	2060	2061	-	\$ 612	-	\$ 612	-	\$ 408	-	\$ 815,955	-	\$ 346,781	-	\$ 662,963	-	\$ 407,977	\$ -
38	2061	2062	-	\$ 624	-	\$ 624	-	\$ 416	-	\$ 832,274	-	\$ 353,716	-	\$ 676,223	-	\$ 416,137	\$ -
39	2062	2063	-	\$ 637	-	\$ 637	-	\$ 424	-	\$ 848,920	-	\$ 360,791	-	\$ 689,747	-	\$ 424,460	\$ -
40	2063	2064	-	\$ 649	-	\$ 649	-	\$ 433	-	\$ 865,898	-	\$ 368,007	-	\$ 703,542	-	\$ 432,949	\$ -
			43,255		817,337		47,308		3		927		39		141		\$ 508,794,779

(1) Based on data provided by the City, preliminary estimates only. The values are assumed to escalate 2% annually.

EXHIBIT C – NON-PROJECT COSTS

Lot Type	Unit/SF	Buildout Value	
		\$	Total
Townhome	39	\$ 353,932	\$ 13,775,021
Mixed Use	43,255	\$ 327	\$ 14,131,701
Retail	817,337	\$ 327	\$ 267,029,103
Multi-Family	927	\$ 185,133	\$ 171,569,688
Single Family	3	\$ 424,983	\$ 1,274,948
Office	47,308	\$ 218	\$ 10,303,938
Hotel	141	\$ 217,804	\$ 30,710,380
Total Buildout Value			\$ 508,794,779
Less: Beginning Taxable Value			\$ (71,908,109)
Less: Public Improvements			\$ (100,356,163)
Total Non-Project Costs			\$ 336,530,507

Footnotes:

¹Preliminary estimates only. Buildout value per unit is the weighted average value during the buildout period, which escalates at 2% annually.

EXHIBIT D – PROJECT COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Project Costs	
Project Costs ¹	TIRZ Funding
Local Streets (Full Rebuild)	\$ 14,238,000
Sidewalk and Vybe Trail Construction	\$ 1,537,500
City Office Building (111 N. Front Street)	\$ 22,950,000
Parking Garages	\$ 18,000,000
Linear Park & Other Park Improvements	\$ 7,500,000
TIRZ Bond Interest	\$ 35,774,800
City 380 Grants	\$ 2,000,000
Land Acquisition for Floodplain Management	\$ 355,863
Project Costs Subtotal	\$ 102,356,163
Administrative Costs	604,020
Total Project Costs	\$ 102,960,182
Footnotes:	
¹ Provided by the City on December 1, 2023.	

EXHIBIT E – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number Six, City of Kyle, Texas Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2023	\$ -	\$ -
1	2024	\$ 3,008,454	\$ 3,008,454
2	2025	\$ 6,033,672	\$ 9,042,126
3	2026	\$ 6,154,345	\$ 15,196,471
4	2027	\$ 9,470,028	\$ 24,666,498
5	2028	\$ 9,604,471	\$ 34,270,969
6	2029	\$ 9,796,560	\$ 44,067,530
7	2030	\$ 6,718,839	\$ 50,786,368
8	2031	\$ 6,794,894	\$ 57,581,262
9	2032	\$ 3,465,396	\$ 61,046,659
10	2033	\$ -	\$ 61,046,659
11	2034	\$ -	\$ 61,046,659
Total		\$ 61,046,659	

Footnotes:

¹ Estimate provided for illustrative purposes only.

² Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone. Does not include interest costs, which will be paid for the duration of the TIRZ Bonds.

EXHIBIT F – FEASIBILITY STUDY

Zone Year	Calendar Year	Growth/ Year ¹	Added Development Value ²	New Taxable Value	Incremental Value	City Property Tax Increment ⁴			County TIRZ Increment ⁵			Total TIRZ Fund Contribution	
						%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2023			\$ 71,908,109									
1	2024	2%	23,701,665	\$ 97,047,936	\$ 25,139,827	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -
2	2025	2%	47,535,396	\$ 146,524,290	\$ 74,616,181	50%	\$ 58,991	\$ 58,991	50%	\$ 38,652	\$ 38,652	\$ 97,643	\$ 97,643
3	2026	2%	48,486,104	\$ 197,940,879	\$ 126,032,770	50%	\$ 175,087	\$ 234,077	50%	\$ 114,722	\$ 153,375	\$ 289,809	\$ 387,452
4	2027	2%	74,608,222	\$ 276,507,918	\$ 204,599,809	50%	\$ 295,736	\$ 529,813	50%	\$ 193,775	\$ 347,150	\$ 489,511	\$ 876,964
5	2028	2%	75,667,413	\$ 357,705,490	\$ 285,797,381	50%	\$ 480,093	\$ 1,009,907	50%	\$ 314,572	\$ 661,722	\$ 794,666	\$ 1,671,629
6	2029	2%	77,180,761	\$ 442,040,361	\$ 370,132,252	50%	\$ 670,624	\$ 1,680,530	50%	\$ 439,413	\$ 1,101,136	\$ 1,110,037	\$ 2,781,666
7	2030	2%	52,933,383	\$ 503,814,551	\$ 431,906,442	50%	\$ 868,515	\$ 2,549,046	50%	\$ 569,078	\$ 1,670,214	\$ 1,437,594	\$ 4,219,260
8	2031	2%	53,532,576	\$ 567,423,418	\$ 495,515,309	50%	\$ 1,013,468	\$ 3,562,514	50%	\$ 664,056	\$ 2,334,270	\$ 1,677,525	\$ 5,896,785
9	2032	2%	27,301,614	\$ 606,073,500	\$ 534,165,391	50%	\$ 1,162,727	\$ 4,725,241	50%	\$ 761,855	\$ 3,096,125	\$ 1,924,581	\$ 7,821,366
10	2033	2%	27,847,646	\$ 646,042,617	\$ 574,134,508	50%	\$ 1,253,419	\$ 5,978,660	50%	\$ 821,279	\$ 3,917,404	\$ 2,074,698	\$ 9,896,064
11	2034	2%	-	\$ 658,963,469	\$ 587,055,360	50%	\$ 1,347,207	\$ 7,325,867	50%	\$ 882,732	\$ 4,800,136	\$ 2,229,938	\$ 12,126,003
12	2035	2%	-	\$ 672,142,738	\$ 600,234,629	50%	\$ 1,377,525	\$ 8,703,392	50%	\$ 902,598	\$ 5,702,734	\$ 2,280,123	\$ 14,406,126
13	2036	2%	-	\$ 685,585,593	\$ 613,677,484	50%	\$ 1,408,451	\$ 10,111,843	50%	\$ 922,861	\$ 6,625,595	\$ 2,331,311	\$ 16,737,437
14	2037	2%	-	\$ 699,297,305	\$ 627,389,196	50%	\$ 1,439,994	\$ 11,551,837	50%	\$ 943,529	\$ 7,569,124	\$ 2,383,523	\$ 19,120,961
15	2038	2%	-	\$ 713,283,251	\$ 641,375,142	50%	\$ 1,472,169	\$ 13,024,005	50%	\$ 964,611	\$ 8,533,735	\$ 2,436,780	\$ 21,557,740
16	2039	2%	-	\$ 727,548,916	\$ 655,640,807	50%	\$ 1,504,987	\$ 14,528,992	50%	\$ 986,114	\$ 9,519,849	\$ 2,491,101	\$ 24,048,841
17	2040	2%	-	\$ 742,099,894	\$ 670,191,785	50%	\$ 1,538,461	\$ 16,067,453	50%	\$ 1,008,048	\$ 10,527,897	\$ 2,546,509	\$ 26,595,350
18	2041	2%	-	\$ 756,941,892	\$ 685,033,783	50%	\$ 1,572,605	\$ 17,640,058	50%	\$ 1,030,420	\$ 11,558,317	\$ 2,603,025	\$ 29,198,375
19	2042	2%	-	\$ 772,080,730	\$ 700,172,621	50%	\$ 1,607,432	\$ 19,247,490	50%	\$ 1,053,239	\$ 12,611,556	\$ 2,660,671	\$ 31,859,046
20	2043	2%	-	\$ 787,522,345	\$ 715,614,236	50%	\$ 1,642,955	\$ 20,890,445	50%	\$ 1,076,515	\$ 13,688,071	\$ 2,719,470	\$ 34,578,517
21	2044	2%	-	\$ 803,272,792	\$ 731,364,683	50%	\$ 1,679,189	\$ 22,569,634	50%	\$ 1,100,257	\$ 14,788,328	\$ 2,779,446	\$ 37,357,962
22	2045	2%	-	\$ 819,338,247	\$ 747,430,138	50%	\$ 1,716,147	\$ 24,285,781	50%	\$ 1,124,473	\$ 15,912,802	\$ 2,840,620	\$ 40,198,583
23	2046	2%	-	\$ 835,725,012	\$ 763,816,903	50%	\$ 1,753,845	\$ 26,039,626	50%	\$ 1,149,174	\$ 17,061,975	\$ 2,903,019	\$ 43,101,601
24	2047	2%	-	\$ 852,439,513	\$ 780,531,404	50%	\$ 1,792,296	\$ 27,831,922	50%	\$ 1,174,368	\$ 18,236,344	\$ 2,966,665	\$ 46,068,266
25	2048	2%	-	\$ 869,488,303	\$ 797,580,194	50%	\$ 1,831,517	\$ 29,663,439	50%	\$ 1,200,067	\$ 19,436,411	\$ 3,031,584	\$ 49,099,850
26	2049	2%	-	\$ 886,878,069	\$ 814,969,960	50%	\$ 1,871,522	\$ 31,534,961	50%	\$ 1,226,280	\$ 20,662,690	\$ 3,097,801	\$ 52,197,652
27	2050	2%	-	\$ 904,615,630	\$ 832,707,521	50%	\$ 1,912,327	\$ 33,447,288	50%	\$ 1,253,016	\$ 21,915,707	\$ 3,165,343	\$ 55,362,995
28	2051	2%	-	\$ 922,707,943	\$ 850,799,834	50%	\$ 1,953,948	\$ 35,401,237	50%	\$ 1,280,288	\$ 23,195,995	\$ 3,234,236	\$ 58,597,231
29	2052	2%	-	\$ 941,162,102	\$ 869,253,993	50%	\$ 1,996,402	\$ 37,397,638	50%	\$ 1,308,105	\$ 24,504,099	\$ 3,304,507	\$ 61,901,738
30	2053	2%	-	\$ 959,985,344	\$ 888,077,235	50%	\$ 2,039,704	\$ 39,437,343	50%	\$ 1,336,478	\$ 25,840,577	\$ 3,376,183	\$ 65,277,920
31	2054	2%	-	\$ 979,185,051	\$ 907,276,942	50%	\$ 2,083,873	\$ 41,521,216	50%	\$ 1,365,419	\$ 27,205,996	\$ 3,449,292	\$ 68,727,212
32	2055	2%	-	\$ 998,768,752	\$ 926,860,643	50%	\$ 2,128,925	\$ 43,650,141	50%	\$ 1,394,938	\$ 28,600,934	\$ 3,523,864	\$ 72,251,076
33	2056	2%	-	\$ 1,018,744,127	\$ 946,836,018	50%	\$ 2,174,878	\$ 45,825,020	50%	\$ 1,425,048	\$ 30,025,983	\$ 3,599,927	\$ 75,851,003
34	2057	2%	-	\$ 1,039,119,009	\$ 967,210,900	50%	\$ 2,221,751	\$ 48,046,771	50%	\$ 1,455,760	\$ 31,481,743	\$ 3,677,511	\$ 79,528,514
35	2058	2%	-	\$ 1,059,901,389	\$ 987,993,280	50%	\$ 2,269,560	\$ 50,316,331	50%	\$ 1,487,087	\$ 32,968,830	\$ 3,756,647	\$ 83,285,161
36	2059	2%	-	\$ 1,081,099,417	\$ 1,009,191,308	50%	\$ 2,318,326	\$ 52,634,657	50%	\$ 1,519,040	\$ 34,487,869	\$ 3,837,366	\$ 87,122,527
37	2060	2%	-	\$ 1,102,721,406	\$ 1,030,813,297	50%	\$ 2,368,067	\$ 55,002,725	50%	\$ 1,551,632	\$ 36,039,501	\$ 3,919,699	\$ 91,042,226
38	2061	2%	-	\$ 1,124,775,834	\$ 1,052,867,725	50%	\$ 2,418,803	\$ 57,421,528	50%	\$ 1,584,875	\$ 37,624,376	\$ 4,003,679	\$ 95,045,905
39	2062	2%	-	\$ 1,147,271,350	\$ 1,075,363,241	50%	\$ 2,470,554	\$ 59,892,082	50%	\$ 1,618,784	\$ 39,243,161	\$ 4,089,338	\$ 99,135,243
40	2063	2%	-	\$ 1,170,216,777	\$ 1,098,308,668	50%	\$ 2,523,340	\$ 62,415,422	50%	\$ 1,653,371	\$ 40,896,532	\$ 4,176,711	\$ 103,311,954
Total			508,794,779			\$ 62,415,422			\$ 40,896,532			\$ 103,311,954	

Assumptions	
Base Taxable Value ³	\$ 71,908,109
City AV Rate	0.469300
County AV Rate	0.3075

Footnotes
1) Values increased at 2% annually.
2) Based on project development data as provided by the City.
3) Base Taxable Value is subject to confirmation by Appraisal District.
4) The City agreed to participate at 50% of the Incremental Value of property tax.
5) The County agreed to participate at 50% of the Incremental Value of property tax.

EXHIBIT G – PROPOSED USES OF THE PROPERTY



EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

Full Street Rebuild (Local Streets Only)

- Includes pavement, curb & gutter, water, wastewater, stormwater and decorative lighting.



8,475 linear feet of streets for full rebuild.

Streets anticipated to be curb & gutter design at 28' of pavement. Recent full depth street construction cost is \$60.00 per square foot. T

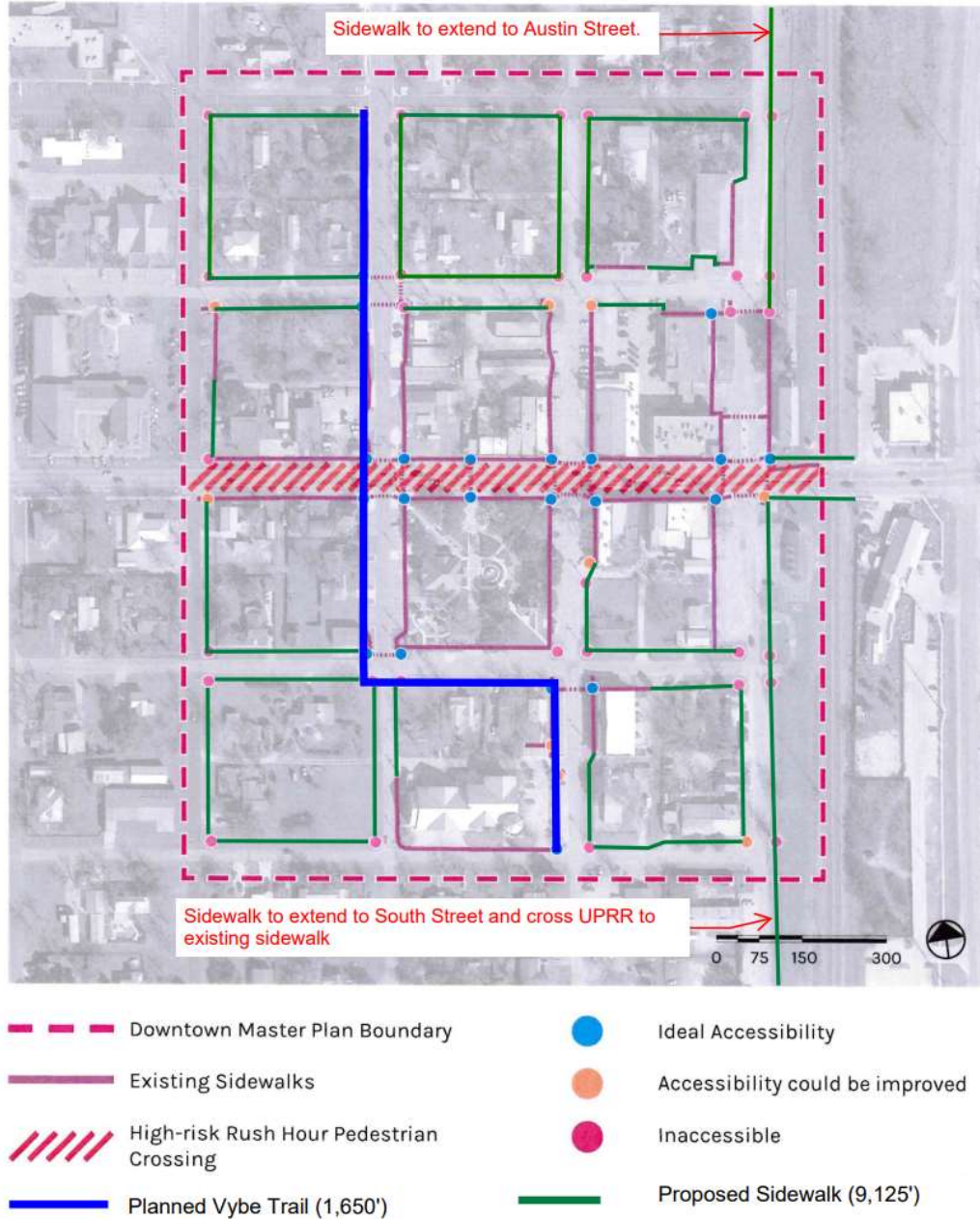
8,475 linear feet x 28' pavement width x \$60.00 per sq. ft. = **\$14,238,000.00 + annual % increase for inflation etc.**

*This does not include adjacent sidewalk or Vybe Trail costs, as those are accounted for already in this document.

Sidewalk Construction

Approximately 1,650 linear feet of Vybe Trail & 9,125 linear feet of 5' sidewalks.

Existing Pedestrian Conditions Map



Vybe Trail Estimated Cost @ \$378.78 per linear foot = **\$625,000.00**

5' Sidewalk Estimated Cost @ \$20.00 per sq. ft. = **\$912,500.00**

New City Office Building – 111 N. Front Street

\$15,300,000.00 - \$22,950,000.00



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates a 2-3 story building to replace the former Kyle Police Department building on site. The footprint of the building (depicted in red) is approximately 75' deep and 170' wide with a footprint of approximately 12,750 sq. ft. The building is assumed to be 3-stories for a total of 38,250 sq. ft. Use will be for office.

Office Building

- Cost at 2-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 25,500 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$15,300,000.00

- Cost at 3-stories
- Footprint = 12,750 sq. ft.
- Gross Floor Area = 38,250 sq. ft.
- Cost per Sq. Ft. = \$600.00
- Anticipated Cost = \$22,950,000.00

Downtown Parking Garages

The draft Downtown Masterplan anticipates two (2) public above ground parking garages.



Downtown Master Plan Project Boundary



The draft Downtown Masterplan contemplates 2, 3-level public parking garages. One will be located at 201 W. Lockhart Street and the other at 310 W. Moore. Locations are subject to change.

Parking Garage (2)

- 3 Levels
- Number of Parking Spaces = 300 spaces each
- Cost per Parking Space = \$30,000.00
- Cost per Garage = \$9,000,000.00
- Cost for two(2) Garages = \$18,000,000.00

Front Street Linear Park



Downtown Master Plan Project Boundary

The area between North and South Front Street and the UPRR tracks is approximately 2,000' in length. The park intended to provide increased detention capacity for downtown, street parking along Front Street, meandering sidewalks, landscaping, decorative fencing adjacent to the UPRR tracks and landscape easements between the UPRR tracks and IH-35 along both sides of E. Center Street. The cost is not yet identified, but staff recommends allocating \$7,500,000.00 for the project.

Land Acquisition for Floodplain Management

3 parcels to be acquired primarily for floodplain management and possibly used for Vybe Trail connectivity per Vybe Trail map. The parcels are difficult to develop as most of each tract are within the 100-year floodplain. The city should purchase to preserve the floodplain in the area.

- R96710 = TRAILS SUB PHASE IIA, BLOCK J, LOT 58, ACRES 11.45
 - Valued at **\$11,450.00**
 - City maintains this detention pond and lot as the HOA dissolved years ago. This parcel also has a key connection of the Vybe Trail identified for this site.
- R14839 = **\$125,000** (125% of the market value per Hays CAD).
- R14826 = **\$219,412.50** (125% of the market value per Hays CAD).

EXHIBIT I – PARCEL IDENTIFICATION

Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage	Parcel ID	Acreage
R180359	16.00	R154932	1.96	R24744	0.14	R140603	1.20	R33513	0.13	R33703	0.26
R180358	6.40	R123942	0.22	R14816	0.20	R134175	2.20	R33509	0.26	R33706	0.40
R114245	1.00	R155355	1.67	R33536	0.11	R14673	0.26	R60603	0.20	R33704	0.13
R114246	0.99	R155356	0.92	R33537	0.63	R14674	0.79	R33506	0.32	R33705	0.13
R114247	1.26	R155357	0.90	R33526	0.22	R161685	0.19	R33507	0.15	R165807	0.13
R144839	13.21	R14831	2.60	R33527	0.15	R14747	1.24	R33508	0.26	R165808	0.13
R114248	1.00	R33474	0.10	R33528	0.22	R14634	0.32	R33499	0.36	R33707	0.20
R114249	1.17	R33475	0.20	R33529	0.07	R33688	0.30	R33500	0.22	R33708	0.20
R114250	1.17	R33476	0.30	R33532	0.05	R33690	0.27	R33501	0.15	R33709	0.30
R114251	1.18	R33473	0.23	R33531	0.07	R33700	0.30	R33559	0.30	R33710	0.37
R114252	1.00	R33472	0.70	R33530	0.07	R33687	0.26	R33560	0.10	R33714	0.27
R151286	6.97	R33483	0.10	R33535	0.26	R33671	0.26	R33558	0.20	R33713	0.27
R151284	4.71	R33484	0.11	R33534	0.26	R33672	0.13	R85300	0.13	R33711	0.02
R151285	1.96	R33485	0.13	R33546	0.66	R139266	0.26	R33566	0.26	R33712	0.03
R115975	30.18	R33486	0.11	R33551	0.13	R33668	0.30	R33565	0.13	R71100	0.26
R96710	11.45	R33487	0.11	R33548	0.16	R33669	0.20	R33564	0.26	R62688	0.13
R14839	5.00	R60601	0.11	R33549	0.17	R33670	0.10	R33563	0.13	R33717	0.13
R14826	5.00	R33488	0.11	R33550	0.20	R333595	0.10	R33562	0.26	R33715	0.26
R14803	5.00	R33482	0.16	R33599	0.66	R33594	0.10	R33561	0.26	R33716	0.26
R137372	9.76	R33481	0.16	R33597	0.20	R33596	0.26	R33552	0.07	R33723	0.30
R114181	1.16	R33480	0.20	R33598	0.46	R33589	0.05	R33553	0.13	R53240	0.50
R114182	1.22	R33479	0.31	R33673	0.40	R33590	0.04	R33554	0.07	R53241	0.50
R15973	1.22	R33477	0.16	R33674	0.26	R33592	0.45	R33555	0.13	R33724	0.20
R115974	1.71	R33478	0.16	R60611	0.26	R33593	0.19	R33556	0.13	R33725	0.10
R175380	4.11	R33494	0.20	R33676	0.13	R60605	1.43	R33557	0.13	R33726	0.32
R175383	5.05	R33495	0.10	R33675	0.26	R33523	0.07	R33584	0.50	R136940	0.30
R175382	1.46	R33496	0.10	R167978	0.95	R33522	0.07	R33586	0.20	R136939	0.15
R175381	2.07	R33497	0.07	R33695	0.45	R106783	0.07	R137802	0.23	R33727	0.31
R63395	1.49	R33498	0.11	R33691	0.36	R189520	0.12	R33588	0.40	R53249	0.49
R14807	0.27	R33493	0.10	R33692	0.91	R189519	0.07	R33578	0.50	R53250	0.33
R14851	0.26	R134854	0.35	R33696	0.50	R33514	0.06	R33579	0.26	R131511	0.30
R167099	1.12	R33491	0.43	R33697	0.06	R33515	0.12	R33580	0.26	R137910	0.29
R167100	2.13	R33489	0.32	R33694	0.28	R33516	0.60	R33581	0.13	R53245	0.30
R113723	2.96	R33490	0.25	R180715	0.21	R33517	0.12	R127899	0.13	R53247	0.27
R120645	2.88	R70242	0.11	R180716	0.51	R33521	0.06	R33583	0.13	R53243	0.20
R144260	1.28	R70241	0.37	R180714	1.67	R33518	0.19	R60610	0.66	R136942	0.44
R144259	0.73	R14690	3.24	R33698	1.05	R33510	0.19	R127819	0.66	R53244	0.50
R112079	1.13	R14780	0.32	R138349	0.34	R33511	0.41	R137801	1.43		
R165788	0.62	R14726	1.54	R14745	0.63	R33512	0.17	R33701	0.20		
R165792	2.28	R14822	0.80	R140604	1.31	R60604	0.13	R33702	0.20		

EXHIBIT J – TIRZ BOND SUMMARY (PRELIMINARY)

City of Kyle, Texas Downtown TIRZ Debt Financing Plan December 8, 2023								
Year	Calendar Year	TIRZ Increment	\$ 10,000,000 Series 2027	\$ 15,000,000 Series 2032	\$ 10,000,000 Series 2037	\$ 35,000,000 Total DS	Remaining TIRZ	Coverage
1	2024	\$ -				\$ -	\$ -	
2	2025	\$ 97,643				\$ -	\$ 97,643	
3	2026	\$ 197,496				\$ -	\$ 197,496	
4	2027	\$ 395,351				\$ -	\$ 395,351	
5	2028	\$ 602,579	\$ 550,000			\$ 550,000	\$ 52,579	1.10X
6	2029	\$ 816,145	\$ 739,638			\$ 739,638	\$ 76,508	1.10X
7	2030	\$ 1,037,900	\$ 928,275			\$ 928,275	\$ 109,625	1.12X
8	2031	\$ 1,269,837	\$ 1,139,675			\$ 1,139,675	\$ 130,162	1.11X
9	2032	\$ 1,508,740	\$ 1,333,013			\$ 1,333,013	\$ 175,728	1.13X
10	2033	\$ 1,720,819	\$ 579,825	\$ 825,000		\$ 1,404,825	\$ 315,994	1.22X
11	2034	\$ 1,937,140	\$ 581,300	\$ 1,034,088		\$ 1,615,388	\$ 321,753	1.20X
12	2035	\$ 2,091,792	\$ 582,225	\$ 1,036,850		\$ 1,619,075	\$ 472,717	1.29X
13	2036	\$ 2,251,744	\$ 582,600	\$ 1,033,925		\$ 1,616,525	\$ 635,219	1.39X
14	2037	\$ 2,302,364	\$ 582,425	\$ 1,035,313		\$ 1,617,738	\$ 684,627	1.42X
15	2038	\$ 2,353,997	\$ 581,700	\$ 1,035,875	\$ 550,000	\$ 2,167,575	\$ 186,422	1.09X
16	2039	\$ 2,406,663	\$ 580,425	\$ 1,035,613	\$ 550,000	\$ 2,166,038	\$ 240,626	1.11X
17	2040	\$ 2,460,382	\$ 578,600	\$ 1,034,525	\$ 550,000	\$ 2,163,125	\$ 297,257	1.14X
18	2041	\$ 2,515,176	\$ 581,088	\$ 1,032,613	\$ 550,000	\$ 2,163,700	\$ 351,476	1.16X
19	2042	\$ 2,571,065	\$ 577,888	\$ 1,034,738	\$ 550,000	\$ 2,162,625	\$ 408,440	1.19X
20	2043	\$ 2,571,065	\$ 579,000	\$ 1,035,763	\$ 647,250	\$ 2,262,013	\$ 309,053	1.14X
21	2044	\$ 2,571,065	\$ 579,288	\$ 1,035,688	\$ 641,750	\$ 2,256,725	\$ 314,340	1.14X
22	2045	\$ 2,628,072	\$ 578,750	\$ 1,034,513	\$ 636,250	\$ 2,249,513	\$ 378,560	1.17X
23	2046	\$ 2,686,219	\$ 582,250	\$ 1,037,100	\$ 630,750	\$ 2,250,100	\$ 436,119	1.19X
24	2047	\$ 2,745,530	\$ 579,788	\$ 1,033,450	\$ 625,250	\$ 2,238,488	\$ 507,043	1.23X
25	2048	\$ 2,806,026	\$ 581,363	\$ 1,033,563	\$ 930,950	\$ 2,545,875	\$ 260,151	1.10X
26	2049	\$ 2,867,732	\$ 581,838	\$ 1,032,300	\$ 932,163	\$ 2,546,300	\$ 321,432	1.13X
27	2050	\$ 2,930,673	\$ 581,213	\$ 1,034,525	\$ 932,000	\$ 2,547,738	\$ 382,936	1.15X
28	2051	\$ 2,994,872	\$ 579,488	\$ 1,035,100	\$ 930,463	\$ 2,545,050	\$ 449,822	1.18X
29	2052	\$ 3,060,355	\$ 581,525	\$ 1,034,025	\$ 927,550	\$ 2,543,100	\$ 517,255	1.20X
30	2053	\$ 3,060,355	\$ 582,188	\$ 1,036,163	\$ 928,125	\$ 2,546,475	\$ 513,880	1.20X
31	2054	\$ 3,060,355	\$ 581,475	\$ 1,036,375	\$ 931,913	\$ 2,549,763	\$ 510,593	1.20X
32	2055	\$ 3,127,148	\$ 579,388	\$ 1,034,663	\$ 928,913	\$ 2,542,963	\$ 584,186	1.23X
33	2056	\$ 3,195,277	\$ 580,788	\$ 1,035,888	\$ 929,125	\$ 2,545,800	\$ 649,477	1.26X
34	2057	\$ 3,264,768	\$ 580,538	\$ 1,034,913	\$ 932,275	\$ 2,547,725	\$ 717,043	1.28X
35	2058	\$ 3,335,650	\$ -	\$ 1,036,600	\$ 928,363	\$ 1,964,963	\$ 1,370,688	1.70X
36	2059	\$ 3,407,948	\$ -	\$ 1,035,813	\$ 927,388	\$ 1,963,200	\$ 1,444,748	1.74X
37	2060	\$ 3,481,693	\$ -	\$ 1,032,550	\$ 929,075	\$ 1,961,625	\$ 1,520,068	1.77X
38	2061	\$ 3,556,913	\$ -	\$ 1,036,538	\$ 928,288	\$ 1,964,825	\$ 1,592,088	1.81X
39	2062	\$ 3,633,637	\$ -	\$ 1,032,638	\$ 929,888	\$ 1,962,525	\$ 1,671,112	1.85X
40	2063	\$ 3,633,637	\$ -	\$ -	\$ 852,825	\$ 852,825	\$ 2,780,812	4.26X
Total			\$ 19,207,550	\$ 30,836,700	\$ 20,730,550	\$ 70,774,800	\$ 22,381,023	



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 03/12/2024

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. 2.

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Executive Session pursuant to sections 551.071(2) and 551.072 of the Texas Government Code (consultation with attorney and deliberation regarding County-owned Right of Way within the corporate limits of the City of Dripping Springs, Texas. SMITH

Summary



AGENDA ITEM REQUEST FORM: **L. 3.**

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Office of Emergency Services. Possible discussion and/or action may follow in open court. **BECERRA/JONES**

Summary



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

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

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

Summary

To be provided in Executive Session.



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

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Journey, Project Forward Motion, and Project Huskey. Possible discussion and/or action may follow in open court. **BECERRA**

Summary
